

## CONTRACT FOR SERVICES

The undersigned, hereinafter called the "Customer," hereby agrees to maintain the services as described at the end of this document from Hope Water & Light Commission, hereinafter called "HWL," and upon the terms and conditions below:

- 1. TERMS AND RENEWAL:** This agreement shall be effective for a period of one (1) year commencing on the date in which service is provided. After the initial one year term service will be provided on a monthly basis and no cancelation fees will be assessed for terminating service.
- 2. SERVICE FEES:** Customer agrees to pay all charges and fees associated with the use of the services offered by HWL, which charges may include, without limitation, monthly service fees, charges for the use of HWL's equipment, installation charges, charges for service calls and other charges. HWL shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment and other fees shall be payable monthly in advance.
- 3. TAXES:** Customer is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the service. Such amounts are in addition to payment for the service.
- 4. EQUIPMENT:** It is essential for the Customer to protect all equipment issued by HWL as well as their computer and television from any electrical surge including lightning and low voltage damage. HWL is in no way responsible for any damage to equipment at the Customer's premises whether or not owned by HWL. Customer agrees to return all equipment supplied by HWL for the services included in this Contract in good condition and in working order upon termination of this Contract or termination of service. If Customer does not return any or all equipment in said condition, customer agrees to pay HWL the appropriate equipment costs. A list of those equipment costs is included at the end of this Contract.
- 5. MODEM CHARGE:** Customer agrees to deploy and use a broadband modem provided by HWL. Customer acknowledges that this modem is required for all broadband Internet access services and agrees to not remove or replace this modem without prior written consent from HWL. If the modem becomes damaged or otherwise inoperable, and is not subject to warranty replacement, Customer agrees to purchase a new modem as issued from HWL and will be subject to any service call charges as appropriate for installation thereof.
- 6. INSTALLATION CHARGES:** Installation charges of \$200.00 for broadband Internet access will be waived by HWL if the Customer maintains account in good standing for a minimum of the initial one (1) year period of this Contract
- 7. Customer Initials:** \_\_\_\_\_
- 8. SERVICE DELIVERY:** Services included in this Contract include "best effort" services for broadband Internet access. The actual broadband Internet access speed experienced by Customer may vary and depends on several factors including Customer location, destination on the Internet, traffic on the Internet, etc. No minimum level of speed or service is guaranteed. A review of the service area and other plant conditions must be completed prior to this contract being binding.
- 9. TERMINATION CHARGES AND PENALTIES:** If Customer fails to pay all charges each month or if service is terminated for any reason prior to the term of this Contract, the appropriate installation charges as described below will become due and payable immediately.  
**Broadband Internet Charges:** Modem Charge \$200 + tax, \$25.00 set-up fee, \$200 installation fee, and a \$150.00 Early Termination Charge
- Customers who move to a new location may sign up for a new Contract at the new location, where available. Your existing Contract cannot be carried over to a new service location.
- 10. Customer Initials:** \_\_\_\_\_
- 11. COMMUNICATIONS:** Customer agrees to provide their current email address where possible and to receive correspondence via email from HWL regarding the Customer's service and/or other HWL services available.
- 12. PRICING:** Customer understands that the prices charged for services covered by this Contract may change without notice. HWL reserves the right to suspend or terminate any of the services it offers that may be covered by this Contract. HWL may terminate this Contract at any time without notice.

**Commercial Service**  
**THIS CONTRACT IS NON-TRANSFERABLE**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

☐ Business

CUSTOMER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_ ACCT#: \_\_\_\_\_

CITY: \_\_\_\_\_ eMail Address: \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

City State Zip code

CUSTOMER SIGNATURE: \_\_\_\_\_ CONTACT #: \_\_\_\_\_

COMPANY: Hope Water & Light Commission

ACCEPTED  
BY: \_\_\_\_\_

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**Broadband Service Level:** ☐ 100Mbps \_\_\_\_\_ @ \$74.95/Month  
250Mbps \_\_\_\_\_ @ \$94.95/Month  
500Mbps \_\_\_\_\_ @ \$134.95/Month  
1Gbps \_\_\_\_\_ @ \$174.95/Month

**WiFi Extender Module:** ☐ Each \_\_\_\_\_ @ \$5.00/Module/Month

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Modem Charge Promotional Waiver if applicable: Customer accepts waiver of the modem charge. Customer agrees that if this contract is terminated prior to its expiration, the modem charge will become payable.

Customer Initials: \_\_\_\_\_

Equipment Cost Schedule:

_____ Internet Modem (Fiber only)	\$ 200.00 each + tax
_____ WiFi Extender Module (If applicable)	\$ 85.00 each + tax

I have read and understood the Service Level Selection & Equipment Cost.

Customer Initials: \_\_\_\_\_