



**WORLD - CLASS TECHNOLOGY. UNRIVALED LOCAL SERVICE.**

## **Broadband Installation Agreement**

I ("Customer") hereby authorize Vernon Communications Cooperative ("VC Co-op"), in conjunction with the installation being performed by its staff and/or contractors, to install and maintain the broadband service ("Service"), which includes but is not limited to High Speed Internet, wireless (including Wi-Fi), television (including IPTV and streaming), voice, and other equipment and related networks. VC Co-op has the permission to install, inspect, test, and connect any equipment necessary to repair and maintain the service.

Customer understands and acknowledges that electronically stored data is highly sensitive and is subject to spontaneous and unforeseen loss at any time due to a variety of causes such as mechanical and software malfunctions. Customer also understands and acknowledges that the proper operation of any computer system includes regular maintenance such as but not limited to back-ups of any electronically stored files and that customer is responsible for making back-up copies of customer data files. VC Co-op is not responsible for the management of such data and is not responsible for the loss of any customer files or data.

Customer understands and acknowledges that the act of installing new hardware and/or software components on any computer, television or electronic components may cause malfunctions to occur, and customer releases VC Co-op, its respective staff and contractors from any liabilities, foreseen or unforeseen, arising out of any such occurrence.

Any customer modification of VC Co-op supplied hardware, either physically or by reconfiguration, that disrupts service and necessitates a service call by VC Co-op, its respective staff or contractors, the customer will be billed for labor at the cooperatives normal labor rates and material costs used to restore service. Warranty coverage is for defects in VC Co-op supplied materials and workmanship and not defects caused by the customer.

Customer is aware that VC Co-op service may not be compatible with all customer owned networks and equipment. VC Co-op can design and install a network for broadband needs. VC Co-op may not be able to repair or maintain networks that were not designed and installed by VC Co-op technicians.

Customer also understands that VC Co-op service is for my use only and is not to be redistributed, rebroadcast, or resold to other users.

Customer is aware that VC Co-op retains ownership of all equipment supplied to provide the service (unless purchased) that is installed at my premise. Customer is also aware that customer will be billed if customer fails to return the equipment if customer discontinues the service or service is terminated for any lawful reasons, including nonpayment, copyright violations, etc. The price

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for this equipment is: \$125.00 – Router, up to \$440.00 modem, \$75.00 – Wireless Units, \$115.00 – Set-Top-Box (STB), \$95.00 UPS/Battery. Customer is aware that customer will not be credited any rental amount towards the purchase of the equipment if customer fails to return the equipment or damage it.

Any wiring beyond VC Co-op's Network Interface Device (NID), whether free or charged, belongs to the customer. Any repairs and costs for the repairs are the responsibility of the customer. If VC Co-op performs the repairs, the customer will be billed for these repairs at the normal labor rates and material costs.

Service equipment relies on connection to Customer's electrical power. The customer is responsible for providing electrical service to power any VC Co-op equipment required to provide the service. VC Co-op is not responsible for failures in the equipment and service due to electrical power failures, power surges, or weather-related problems. VC Co-op is not responsible for any failures or inadequacy of wireless (including Wi-Fi), cellular, internet, or radio communications services. VC Co-op is not responsible for any property loss or personal injury caused by failure of the service or any customer owned equipment connected to the service, and customer releases VC Co-op from any such liability.

VC Co-op is not responsible for damages caused by power outages, electrical surges and/or storms. VC Co-op may supply an approved surge protector or a power supply to protect VC Co-op equipment only. Should any of VC Co-op equipment be damaged due to anything other than normal wear and tear, customer will be billed for the replacement cost and labor to replace the equipment. It will be the customer's responsibility to collect any billed repair costs from any appropriate source such as an insurance company and or other sources of warranties. If you have a VC Co-op properly installed surge protector, VC Co-op will repair all VC Co-op leased equipment **at no charge.**

**Customer is aware that all services performed are billable.** Such service includes but are not limited to NID install; installation, change or move services; porting phone numbers; inside wiring; labor. VC Co-op has the right to waive all charges. (\$54.00 - NID install, \$34.00 – Phone connect, \$24 – Port first number, \$24 – Port/each additional number, \$50 – Video/Internet connect, \$90.00 – Labor rate)

I agree to abide by the terms and conditions of VC Co-Op's Acceptable Use Policy, which can be found at <https://vernoncom.coop/legal/>