



**Fort Valley Utility Commission**  
**500 Anthoine Street**  
**PO Box 1529**  
**Fort Valley, GA 31030**  
**Phone: (478) 825-7701 / Fax: (478) 825-7704**

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## Wireless Internet Service Access Agreement

This Internet Service Access Agreement ("Agreement") is entered into by and between the subscriber ("you") and the Fort Valley Utility Commission ("the Commission").

- 1. Scope.** The Commission will provide you a Wireless Broadband Modem ("Modem") that is connected to a receiving antenna and leased to you under the terms hereof. This Modem is to be used only for the purpose of connecting to the Commission's high-speed wireless Internet service (the "Service"). You are responsible for all usage and related fees for the Service and any other services (including third party services) that are accessed through the Modem connection. The Service is comprised of offering you Internet and related services as described in Exhibit A for the plan that you select.
- 2. Payment, Lease, Disclaimers.** You shall pay the Commission for the Service and related hardware necessary to provide the Service in accordance with the payment terms in Section 3. The Modem is provided under lease only; the Modem shall at all times remain the property of the Commission. You will maintain the Modem in good working condition which includes protection from lightning and other potential hazards. The Commission owns the Modem and has the right to repossess the Modem from you if you fail to pay for the Service. Upon termination, the Modem shall be returned to the Commission in good working condition. The Service itself is provided as is and where is, and without warranty of any kind, and there are no warranties, express or implied, for the Service. The Commission may charge you a late fee on unpaid balances (equal to 1.25% simple interest per month) if you are delinquent and may terminate your Service and repossess the Modem without notice. The Commission may also charge you a reconnect fee of Forty Dollars (\$40.00).
- 3. Your Service Plan, Payment Schedule.** The service options that you check on Exhibit A and any additional services that you select will be your Service Plan. The Commission shall render the Service bill on the Customer's monthly utility bill along with other services provided (power, water, wastewater, and natural gas). The payment dates will be the same as those for other utilities for the same location. Customers who do not receive a monthly service bill will be billed on the first day of each month. The payment terms are: full payment within twenty (20) days from the bill date; on the 21<sup>st</sup> day the service will be discontinued if not paid. You agree to pay the appropriate fees as shown by Exhibits A and B for the applicable term limit for your Service Plan. First payment is in advance on Service Start Date.
- 4. Deposit.** You agree to provide the Commission, upon initiation of Service, a \$100.00 deposit against damage to the Modem and to secure other obligations that you owe to the Commission regarding the Service. No pro-rations or credits will be accepted. The deposit is waived if other Commission utility service is already provided to you.
- 5. Connectivity Fees.** As part of the Service Plan, the Commission agrees to assist you with connecting and configuring the wireless Modem. These connectivity charges could include (but will not be limited to) costs associated with indoor and/or outdoor antenna placements, signal verification, Modem configuration, email configuration, and general troubleshooting. Typical connectivity costs associated with wireless Internet installations are listed on Exhibit B.
- 6. Term & Termination.** This Contract shall be binding upon the Commission and you, including all successors and assigns, for an initial term as shown in the Service Plan. A thirty (30) day written notice is required for termination. **Termination by you is subject to your payment of the remaining balance and to the return of the Modem; but if you terminate the Agreement by the seventh (7<sup>th</sup>) day following the initiation of your Service for any reason, you may do so without any liability for Service fees or payments, and your only responsibility is to return the Modem.** If your Service is terminated for any reason, the Commission has the right to delete all data, files and other information stored in or for your account, without liability to you for any such deletion or for any information lost. If you terminate before the expiration of the term of your Service Plan, you agree to pay a \$200.00 early termination fee. In the event the Modem is not returned, you agree to pay a fee equal to \$634.00 minus any previously-paid deposits.
- 7. Acceptable Use.** For all GeorgiaSpeed.Net services rendered, you agree to comply with the Commission's Internet Service Agreement and Acceptable Use Policy that are available at [www.georgiaspeed.net](http://www.georgiaspeed.net).

# Wireless Internet Service Access Agreement

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**8. Limitations on Use; No Warranties; Limits on Liability & Remedies.** The reliability and performance of Internet resources are beyond the Commission's control and are not warranted by the Commission. The Commission is not responsible for any delays and disruptions of network transmissions. The Internet is not a secure network and third parties may intercept, access, use or corrupt the information you transmit over the Internet. The Commission does not warrant that files or information downloaded through the Service will be free of viruses or other disruptive code or that the Service will provide Internet access that meets your needs and it makes no warranty regarding any transactions executed through the Service.

**9. Provision of Service.** The Service is provided on an "As Is" and "As Available" basis. The Commission does not warrant that the Service will perform at any particular speed or provide any specific bandwidth or throughput, or that transactions through the Service will be uninterrupted, error-free or secure. **The Commission disclaims any and all warranties for the Service and any equipment provided in connection therewith (including any Modem), whether express or implied, including any warranty of merchantability or fitness for a particular purpose, all of which are expressly excluded.** In no event shall the Commission be liable for any indirect, special, consequential or incidental damages, including damages for lost profits or revenues, or any damages for lost or damaged files or data, or any damages attributable to the use or inability to use the Service or any information obtained thereby, even if the Commission has been informed of the possibility or likelihood of such damages. The Commission's maximum liability in the aggregate to you for any and all claims, regardless of form or cause of action, shall be limited in any and all events to Three Hundred (\$300.00) Dollars. The limitations, exclusions, maximum liability provisions and disclaimers in this Section (collectively, the "Limitations") apply to all claims by you irrespective of the cause of action underlying your claim, including warranty, breach of contract, product liability or product dissatisfaction or any form of tort, including allegations of the Commission's negligence or misrepresentation. All such Limitations shall also apply in favor of Tri-State Broadband, Inc., Summit Data Resources, Inc., and Georgia Public Web, Inc., the companies with or through which the Commission has contracted for the provision of the Service, and its officers, directors, agents, affiliates and subcontractors, all of whom shall be deemed as express third party beneficiaries of such Limitations. You shall never assert claims against the Commission or these beneficiaries if those claims are barred by the Limitations or the provisions of this Agreement and agree that any such claims shall be subject to immediate dismissal.

**10. General.** The Commission will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including causes such as acts of a governmental body, acts of God, acts of third parties, fires, floods, or other inclement weather, strikes or other labor-related disputes, network or communication failures or failure of any communication link or facility, failures of software or hardware (including third party equipment or software or any software delivered or licensed to you), or an inability to obtain necessary or appropriate equipment, software or services. This Agreement, including all Schedules hereto, which are fully incorporated into this Agreement, constitutes the final and entire agreement between you and the Commission with respect to the subject matter hereto; and this Agreement represents a complete and exclusive statement of the terms of such agreement and supersedes any and all prior or contemporaneous agreements, understandings, negotiations or communications, whether written or oral. You may not assign, or otherwise transfer, this Agreement in whole or in part, and may not assign any rights or delegate any obligations under it. Any attempt to do so shall be void.

**You confirm that you have reviewed the terms and conditions hereof and have determined that the provisions hereof are acceptable to you, and that you have had an ample opportunity to consider whether to accept this Agreement. You confirm that the contractual allocations of risk and reward as set forth herein shall not be disturbed or overturned by any tribunal based on any extra-contractual considerations. You also agree that you shall never assert any argument contrary to these provisions in any forum. You further agree that your personal computer following service connectivity is in good working order and that you will never assert otherwise.**

The undersigned hereby declares that he or she has received and reviewed and signed the foregoing Wireless Internet Service Agreement and he or she agrees to the terms and conditions herein.

### Subscriber Billing Information:

Name (printed): \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Referred By: \_\_\_\_\_

Subscriber's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Fort Valley Utility Commission  
Wireless Internet Enrollment Form**

Subscriber's Name (First/Last) \_\_\_\_\_ Subscriber's Initials: \_\_\_\_\_

<u>Check Service Plan Desired</u>					
FEATURES	COLLEGE STUDENT	RESIDENTIAL BASIC	RESIDENTIAL PREMIUM	BUSINESS BASIC	BUSINESS PREMIUM
MONTHLY (Includes modem & indoor antenna)	\$29.95 <sup>(1)</sup> <sup>(2)</sup>	\$34.95 <sup>(2)</sup>	\$44.95 <sup>(2)</sup>	\$44.95 <sup>(2)</sup>	\$79.95 <sup>(2)</sup>
TERM	6 Months	12 Months	12 Months	24 Months	24 Months
SPEEDS UP TO	256K Down 256K Up	256K Down 256K Up	1.5MB Down 1.5MB Up	256K Down 256K Up	1.5MB Down 1.5MB Up
E-MAIL ADDRESSES	5	5	5	5	10
WEB PAGE	5MB	5MB	5MB	5MB	5MB With Domain Hosting
IP ADDRESS	Static NAT IP	Static NAT IP	Static NAT IP	Static NAT IP	Static NAT IP Static PUBLIC PPTP

Customer billing will begin the first day the service is activated. Customer's account will be pro-rata billed to match their existing utility billing cycle.

- (1) A valid College Student ID must be presented to sign up for the College Student Service Plan.
- (2) Other fees and charges may apply.

**Check Optional Feature if Desired:** \_\_\_\_\_ Additional E-mail Address/\$3.00 per month/address

**Summary of Charges – To be Completed by FVUC Personnel**

Monthly Charges Summary	
Monthly Service Plan checked above (Price includes modem and internal antenna)	
<b>Option:</b> • Modem & External Antenna: Add \$5/month	
Option: Additional E-mail Addresses (\$3.00/month/address)	
Other _____ _____ _____ _____	
<b>Total Monthly Charge:</b>	

Connectivity Charges Summary	
Connectivity charges to be paid at time of service initiation.	
Modem Deposit (\$100.00 if no other FVUC service is present)	
Social Security Number: _____	
Installation Material Purchased <i>(See Exhibit B for Price Details):</i> _____ _____ _____ _____	
<b>Total Connectivity Charges:</b>	

Subscriber Name: \_\_\_\_\_  
K921.6  
Account #: \_\_\_\_\_  
Billing Cycle: \_\_\_\_\_ 1, \_\_\_\_\_ 2, \_\_\_\_\_ 3, \_\_\_\_\_ 4  
  
USERID: \_\_\_\_\_  
Password: \_\_\_\_\_  
Secret Phrase: \_\_\_\_\_ Birth City/Pet

Modem Type: (Circle One)  
B911.6 B918.4 B925 K908.4 K915  
  
Modem ID: \_\_\_\_\_  
Acct 1 \_\_\_\_\_ ID \_\_\_\_\_ PW \_\_\_\_\_  
Acct 2 \_\_\_\_\_ ID \_\_\_\_\_ PW \_\_\_\_\_  
Acct 3 \_\_\_\_\_ ID \_\_\_\_\_ PW \_\_\_\_\_  
Acct 4 \_\_\_\_\_ ID \_\_\_\_\_ PW \_\_\_\_\_  
Acct 5 \_\_\_\_\_ ID \_\_\_\_\_ PW \_\_\_\_\_

**EXHIBIT B**

## Fort Valley Utility Commission Wireless Installation Summary

		Type 1		Type 2		Type 3
		(Internal Antenna w/ co-located Modem and PC)		(Internal Antenna w/ NON co-located Modem and PC)		(External Antenna w/ NON co-located Modem and PC)
		Type 1a	Type 1b	Type 2a	Type 2b	
FVUC Installation	FVUC Labor	FVUC Labor	FVUC Labor	FVUC Labor	FVUC Labor	FVUC Labor
	Materials Needed	Modem, Internal Antenna, USB/RJ45 Adapter	Modem, Internal Antenna, PC Network Interface Card	Modem, Internal Antenna, USB/RJ45 Adapter	Modem, Internal Antenna, PC NIC, and Cat. 5 Extension Cable (length dependent upon installation)	Modem, External Antenna (9dB or 11dB dependent on installation), LMR200 Cable (5' or 25' dependent on installation), LMR400 Cable (length dependent on installation), and Antenna Pole (height dependent on installation)

\* Note: For customers outside a certain geographic range from the transmission antennas, FVUC provides the first visit to the customer free of charge to determine the signal strength at a customer premise location. This is done so that the details of the type of installation (in Type 3) can be determined.

FVUC Labor Charges
Maintenance: \$50 Callout Fee + \$20 per half-hour or partial half-hour thereafter
Average Connect Fee: \$40

FVUC Equipment Charges		
Equipment	Purchase Price **	Lease Options
Wireless Modem	\$595	Internal Antenna: \$10 per month (Includes Wireless Modem and Wireless Internal Antenna)
Wireless Internal Antenna	\$39	
USB/RJ45 Adapter	\$15	External Antenna: \$15 per month (Includes Wireless Modem and External Antenna System)
PC NIC Card	\$25	
Cat-5e Cable (14')	\$15	
Cat-5e Cable (25')	\$20	
Cat-5e Cable (50')	\$30	
Cat-5e Cable (100')	\$50	
Cat-5e Cable (Special Lengths)	\$0.50/ft for cables greater than 100'	
External Antenna (9dB)	\$49	
External Antenna (11 dB)	\$99	
LMR200 Cable (5')	\$39	
LMR200 Cable (25')	\$50	
LMR400 Cable (50') ***	\$49	
LMR400 Cable (100') ***	\$99	
LMR400 Cable (Special Lengths)	\$1.00/ft + \$25.00 shipping fee for cables greater than 100'	
Metal Antenna Pole With Ground Rod & Hardware	Estimated Case by Case Basis	Estimated Case by Case Basis

\*\* Or current market price applies

\*\*\* All LMR400 cables require one (1) LMR200 cable (5' or 25') as an extension for attaching to modem  
7/23/03 (Rev D)  
Replaces 4/9/03