



# High Speed DSL Only Service Agreement

APPLICANT: \_\_\_\_\_ SSN: \_\_\_\_\_ CELL: \_\_\_\_\_

CO-APPLICANT: \_\_\_\_\_ SSN: \_\_\_\_\_ CELL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

Residential		Business		Residential		Business		
1M	\$30.95 <input type="checkbox"/>	\$38.95 <input type="checkbox"/>	3M	\$43.95 <input type="checkbox"/>	\$54.95 <input type="checkbox"/>	5M	\$53.95 <input type="checkbox"/>	\$67.95 <input type="checkbox"/>
5M	\$53.95 <input type="checkbox"/>	\$104.95 <input type="checkbox"/>	10M	\$68.95 <input type="checkbox"/>	\$86.95 <input type="checkbox"/>	15M	\$83.95 <input type="checkbox"/>	\$123.95 <input type="checkbox"/>
15M	\$83.95 <input type="checkbox"/>	\$145.95 <input type="checkbox"/>	20M	\$98.95 <input type="checkbox"/>	\$165.95 <input type="checkbox"/>	40M/6M		60M/6M

### EQUIPMENT

DSL Modem Lease—\$5.95/Month

Customer will need to provide their own wireless router to connect wireless network.

DSL Wireless Modem Lease—\$7.95/Month

### OPTIONAL SERVICES

#### Static IP Address

1—\$10.00/Mo     2-8 \$20.00/Mo     9-16 \$30.00/Mo

Static IP Activation \$50.00

### ONE TIME CHARGES

Installation—\$125.00

Installation—Included with 12-month Agreement

Trip Charge—\$20.00

### EMAIL ADDRESS Preferred User Name (Up to 15 Characters)

\_\_\_\_\_@netins.net

Mothers Maiden Name \_\_\_\_\_

Up to 4 additional email accounts are included with service. Extension will be @netins.net. You are not required to use any additional usernames. Usernames need to be 15 characters or less.

### FOR INTERNAL USE:

ACCOUNT #: \_\_\_\_\_

CPNI ON FILE

SCAN DOCUMENT

### PROVISION

### NOTES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ADSL Modem/Gateway

## 12-Month Service Agreement

Coon Creek Telephone Company  
Coon Creek Telecommunications Corp

312 Locust St. NE, PO Box 150  
Blairstown, IA 52209-0150  
319-454-6234 (phone) 319-454-6480 (fax)  
csr@cooncreektelephone.com

### SCOPE OF AGREEMENT

This Agreement sets forth the understanding between above listed 'Customer' and CCTC with the respect to High Speed Internet Connections as outlined. Agreement date is determined by Installation date. Customer acknowledges that in signing this agreement and maintaining CCTC High Speed Internet service for the agreed period of time, they will be given a \$125.00 discount from the initial \$125.00 installation fee for non-contractual terms. Installation fee includes set-up (up to a maximum of 1 hour @ customer location) and includes one filter. Additional wiring or materials are not included and additional labor will be billed @ \$80.00 per hour. In the event that the Customer terminates the service listed within this agreement prior to fulfilling the agreement period (unless extenuating circumstances such as customer moved outside CCTC exchange areas), the amount of the discount will be due upon the termination of the service. Disruption of service due to nonpayment will be assessed with a service order and central office charge prior to reinstallation. Customer will have 10 business days to bring account current, or Customer will be considered in breach of High Speed Internet Service Agreement and applicable attachments early termination/ cancellation penalties will be assessed. CCTC's High Speed Internet Service provider is netINS. Therefore, CCTC follows the netINS Acceptable Use Policy. CCTC recommends this policy be reviewed at [www.cooncreektelephone.com](http://www.cooncreektelephone.com). CCTC reserves the right to change pricing at any time.

This Agreement is between CCTC and \_\_\_\_\_ ('Customer'). Customer has agreed to a 12-month High Speed Internet Agreement. Customer agrees not to deface modem equipment, including but not limited to, modification to physical characteristics. After the 12-month agreement period, the modem remains CCTC property and the agreement will convert to a month-to-month agreement and remain in effect until such time as the customer or CCTC cancels this agreement in writing, or the service is deactivated. At that time the modem or gateway is to be returned to CCTC.

### CANCELLATION

If Customer cancels this agreement prior to the end of the 12-month term, then Customer shall pay a \$125.00 cancellation fee to CCTC. The original equipment must be returned to CCTC in good working order and condition.

### EQUIPMENT

Equipment is warranted for the initial 90 days after date of installation. Customer is responsible for any labor charges that may occur in servicing the equipment after the initial 90 days. Labor charges may include, but not limited to, service all to check out modem/gateway, installation and set-up of replacement or repair of modem/gateway including parts, labor, shipping & handling. See separate agreement for leased agreement.

### GOVERNING LAW, JURISDICTION, AND VENUE

Customer agrees that this agreement is to be performed in the State of Iowa and exclusively Iowa law shall govern this agreement. In addition, the proper place for bringing any legal action to arise out of this agreement is in Benton County, Iowa courts. By signing this agreement, Customer submits to personal and subject matter jurisdiction and venue in Benton County, Iowa.

### IDEMNIFICATION

The Parties to this Agreement hereby indemnify and hold harmless the other Parties with respect to any third-party claims, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Parties of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

### WAIVER

Any failure of a Party to assert any of its rights under any provision of this Agreement shall not constitute a waiver or a termination of such rights, this Agreement, or any of this Agreement's provisions.

### WITNESS

In witness whereof, CCTC and Customer have caused this Agreement to be duly executed by their authorized representatives as of the date set below.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

CCTC Signature \_\_\_\_\_ Date \_\_\_\_\_