



P.O. Box 196, Waverly, VA 23890

**Application for Residential Internet Service**

For Internet Service at: \_\_\_\_\_  
Applications for Internet service must be in the same name(s) as member's electric service (where applicable).

**Applicant Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different from Service Address)

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Last 4 digits of SSN: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**Joint Applicant Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different from Service Address)

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Last 4 digits of SSN: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Please list names of individuals other than Applicant/Joint Applicant authorized to give and receive information regarding your internet service account.

If renting this property, please provide owner's information below:

Owner Name: \_\_\_\_\_ Owner Phone: \_\_\_\_\_

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

The undersigned Applicant/Joint Applicant hereby apply for Internet Services by RURALBAND and agree to be bound by the attached Internet Service Terms and Conditions and the following provisions:

1. Initial \$75.00 non-refundable processing fee and \$100.00 installation fee will be paid to RURALBAND upon first billing cycle after connection.
2. Upon approval of Application for Internet Service by RURALBAND, Applicant/Joint Applicant agree to take speed of Internet Service as indicated on tiered Internet Service Plan document for the term of one calendar year from service initiation date, at the corresponding monthly rate. A Wi-Fi router will be furnished by RURALBAND. Applicable state and local taxes, and additional installation fees may apply. Router shall remain the property of RURALBAND and shall be returned to the Company upon termination of service. Early termination fees will be billed the monthly service rate per month for the remaining number of months left in the contract. Early termination fees will not exceed the remainder of the term of service multiplied by the level of service selected in this application. Router equipment not returned to RURALBAND upon early termination or for service discontinued after the contractual term of this agreement will be billed \$250.00 dollars. If router equipment is damaged upon return to RURALBAND, a damage cost of \$250.00 dollars will be assessed.
3. Applicant/Joint Applicant agree to be bound to RURALBAND Internet Application Terms and Conditions, and such rules and regulations as may be adopted from time to time by RURALBAND.
4. Applicant/Joint Applicant hereby authorize RURALBAND to obtain reports of Applicant's/Joint Applicant's record with any credit reporting agencies or other organizations extending credit to Applicant/Joint Applicant for verification of any data requested of Applicant/Joint Applicant to be used by RURALBAND for any purposes required for carrying out the terms of this agreement.

By initialing, Applicant/Joint Applicant authorize RURALBAND to contact me/us for informational purposes or for solicitation of products or services by means of automated dialing notifications. \_\_\_\_\_ / \_\_\_\_\_ (Initial)



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**Internet Service Application Terms and Conditions**

Applicant/Joint Applicant agree to be bound by Internet Service Application and Terms and Conditions of RURALBAND ('Company') as follows:

- 1. CURRENT MINIMUM PAYMENT TERMS UPON APPROVAL OF APPLICATION FOR INTERNET SERVICE BY RURALBAND. Applicant/Joint Applicant agree to pay for all services provided by RURALBAND, including, but not limited to, charges for installation, equipment, services, and all applicable local, state or federal fees, taxes and surcharges. The length of the term for service begins upon installation of service and connection OR change in data speed package to Applicant's/Joint Applicant's device(s). Monthly billing for Internet Service will be in advance of receiving service. Charges for service billed are due no later than the last business day of each month. Any unpaid balance as of the 15<sup>th</sup> day of the following month will result in service disconnection. Any unpaid balance will be assessed a 1.5% late fee. Accounts disconnected for nonpayment will be reconnected the business day following the day the unpaid balance is paid.
- 2. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Internet Service applied for shall be furnished at the address of installation ONLY. Applicant's/Joint Applicant's rights and obligations to the Internet Service are NOT ASSIGNABLE.
- 3. ACCESS ON PREMISES. Applicant/Joint Applicant grants RURALBAND, without charge, an easement to, over, under and across property to construct, install, maintain, connect, reconnect, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure, including, but not limited to, poles, wires, anchors, guys, cross arms, fiber optic cables, above ground pedestals and other necessary appurtenances. The easement hereby granted to RURALBAND shall include the right to attach wiring and equipment to structures.  
  
Upon installation of Internet Service by RURALBAND, RURALBAND shall have the right of access to enter upon Applicant's/Joint Applicant's premises at all reasonable times for the purpose of maintaining, testing, removing its wiring, equipment and other property. In the event such access is at any time denied to RURALBAND, its agents, representatives or employees, RURALBAND shall have the right to discontinue Internet Service to the premises without notice.
- 4. WARRANTY DISCLAIMER: LIMITATION ON DAMAGES. RURALBAND Internet Service is provided under the terms of this application on an "as is" and "as available" basis without warranties of any kind, either expressed or implied.
- 5. APPLICANT/JOINT APPLICANT INDEMNIFICATION. Applicant/Joint Applicant shall be responsible for and shall defend, indemnify, and hold harmless RURALBAND and its employees, affiliates, suppliers, agents and contractors, and shall reimburse RURALBAND for any damages, losses, or expenses, including, without limitation, reasonable attorney's fees and costs incurred by RURALBAND, in connection with any claims, suits, judgments and causes of action arising out of (i) Applicant's/Joint Applicant's use of Internet Service and equipment; (ii) violation or infringement of contractual rights, privacy, confidentiality, copy-right, patent, trademark, trade secret or other intellectual property and proprietary rights arising from use of the Internet Service or any unauthorized apparatus system; and (iii) Applicant's/Joint Applicant's breach of any provision of this application.
- 6. SERVICE INTERRUPTIONS. RURALBAND assumes no liability for interruption of Internet Service or alterations in programming due to circumstances beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. RURALBAND assumes no liability for any substitution, discontinuation or modification of any programming. RURALBAND will restore Internet Service within a reasonable time after a reported Internet Service interruption.
- 7. APPLICANT/JOINT APPLICANT WIRING CERTIFICATION. Prior to RURALBAND installing and providing Internet Service, Applicant/Joint Applicant certify that the wiring of the premises to which RURALBAND will provide Internet Service has been installed according to all federal, state and local regulations.
- 8. POWER REQUIREMENTS. The Applicant/Joint Applicant understands and acknowledge that the furnished fiber optic Internet Service requires electricity at the Applicant's/Joint Applicant's Internet Service location, and if an electrical service outage occurs, the fiber optic Internet Service, which could include telephone service, will not function during the outage period.
- 9. APPLICANT/JOINT APPLICANT WARRANTIES. By signing this application for Internet Service, including, but not limited to, high speed data, video or phone (individually and collectively "services") delivered by RURALBAND, we acknowledge that we are at least 18 years of age and legally competent and authorized to agree to these terms and conditions of service.

Please choose your monthly Internet Service Package by checking the box below.

Up to **50Mbps**-\$74/month    Up to **100Mbps**-\$99/month    Up to **1Gbps**-\$179/month    **Phone**-\$11/month

Signature: \_\_\_\_\_  
Applicant

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

Signature: \_\_\_\_\_  
Joint Applicant

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

RURALBAND Use:

Connection Date: \_\_\_/\_\_\_/\_\_\_    Activation Fee: \_\_\_\_\_

Current Member #: \_\_\_\_\_    Customer Number: \_\_\_\_\_

Account #: \_\_\_\_\_    Service Order #: \_\_\_\_\_

Level of Internet/Phone Service Selected: \_\_\_\_\_

This application for Internet Service is accepted by RURALBAND:

Date: \_\_\_/\_\_\_/\_\_\_    By \_\_\_\_\_  
RURALBAND Representative

## Release of Liability for Damage

For Internet Service at: \_\_\_\_\_

### Owner Information

Name: \_\_\_\_\_

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

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

RURALBAND strives to plan, construct, and complete all construction projects without damage to its customer's property. However, it is inherent in the construction process that conditions and unknown circumstances may result in some unintended damages. Property damage may also result from soil conditions, weather conditions and site conditions caused by others. It will be the property owner's responsibility to repair any damages that may occur during the construction or maintenance of Internet services. The property owner releases from liability and holds harmless RURALBAND and/or any designated third-party contractors, from any responsibility whatsoever, for property damage in the course of construction or installation of Internet services. This does not release RURALBAND from responsibility for acts of negligence.

➤ *Responsibilities of the property owner:*

- ✓ **Must mark outer boundaries of a septic tank and a drain field which would be within 50 feet of the area RURALBAND must construct facilities or mobilize equipment.**
- ✓ Must expose any private underground facilities which are within 4 feet of the route planned for the installation of underground cable/fiber or any other equipment.
- ✓ Must fill settled trenches or make any other repairs necessary in the area where RURALBAND constructed facilities to make it safe; for example: fill trenches to prevent a stumbling hazard.

➤ *Damages may include but are not limited to:*

- ✓ Property or premises while
  - Constructing overhead or underground Internet services
  - Penetrating of structures for the routing of Internet cable
- ✓ Landscape
  - Settling of earth in trenches and around poles
  - Ruts from the movements of heavy utility vehicles
  - Erosion due to disturbed earth
- ✓ Driveways/Sidewalks
  - Cracking of asphalt or concrete due to equipment movements
  - Rutting of dirt or gravel driveways due to equipment movements
- ✓ Private buried facilities
  - Septic systems
  - Underground lines of any kind: well, drain, electric, irrigation
- ✓ Personal injury that may occur as a result of soil or other conditions in the area where there was construction or maintenance of underground or overhead Internet services by RURALBAND.

Signature: \_\_\_\_\_  
Property Owner

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



CONNECTING PEOPLE

P.O. Box 196, Waverly, VA 23890

**Landlord Release and Continuance for Internet Services**

For Internet Service at: \_\_\_\_\_

**Owner Information**

Name: \_\_\_\_\_

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

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

Owner acknowledges legal ownership of the premises having the street address above for which Internet Service to be provided by RURALBAND. For the purpose of allowing RURALBAND to provide such Internet Service at the foregoing address and for the purpose of granting the easements for access to the premises for installation, including the right to attach wiring and equipment to structures, maintenance and removal of Internet Service, Owner, executes this Landlord Release and Continuance for Internet Services.

This agreement shall remain in effect and shall not be required as part of future tenant applications for Internet Services provided by RURALBAND.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Property Owner