

FIBER SYSTEM INTERNET SERVICE AGREEMENT

CUSTOMER INFORMATION:

Name(s): _____

Address: _____

Bandwidth _____

Phone: (____) _____ - _____

THIS AGREEMENT By and between the TRAER MUNICIPAL UTILITIES of Traer, Iowa, [hereinafter referred to as "TMU"] and the above-named individual(s) [hereinafter referred to as "Customer"], WITNESSETH:

WHEREAS; Customer desires TMU to provide to Customer internet service at the above address, and

WHEREAS; TMU agrees to provide to Customer such service;

NOW, THEREFORE, IT IS HEREBY AGREED BY TMU AND CUSTOMER AS FOLLOWS:

1. Fiber System Internet Service. TMU agrees to provide to Customer internet service at the above address.
2. Level of Internet Service. TMU agrees to provide to customer internet service at the bandwidth indicated above.
3. Term of Agreement. Customer agrees to purchase from TMU wireless service for a period of not less than twelve months commencing on _____, 20____.
4. Monthly Fee. Customer agrees to pay for said internet service the monthly amount of \$_____ payable in advance. For the first month of service, Customer shall pay to TMU a prorated monthly fee from the date service commences until the first day of the following month. All monthly or prorated fees are due when billed [currently invoices sent on or about the first day of the month are due by the 20th day of the month].
5. Hook-up Fee. Customer agrees to pay to TMU a hook-up fee of \$120 to be paid in advance.

6. Default. In the event Customer does not make payment of any balance due by the due date, TMU may terminate service by giving Customer seven (7) days written notice by ordinary or certified mail sent to Customer's address as set forth on in the agreement. Said seven (7) day period shall commence on the date the written notice is deposited in the U.S. Mail.

7. Reinstatement of Service. If a Customer's service is terminated by TMU for nonpayment, then service shall not be reinstated until customer pays all amounts in default together with a reinstatement fee in the amount of one hundred dollars (\$100.00.)

8. Rules and Regulations. This Agreement is subject to the "Traer Municipal Utilities Internet Acceptable Use Policy", a copy of which is attached to this Agreement. TMU reserves the right to amend said policy and to adopt new rules and regulations at anytime.

9. Service Interruptions. TMU shall have no liability to Customer for temporary interruptions in service other than a pro-rata reduction in the monthly service fee for interruptions of 24 hours or more. Customers must call either the Support Desk at 476-3282 or TMU at 478-8760 and register a complaint to qualify for any reduction of the monthly fees.

10. Access. TMU shall have access to Customer's property during reasonable hours for repair, maintenance or removal of TMU equipment, if any.

Dated this _____ day of _____, 20__.

TRAER MUNICIPAL UTILITIES

BY: _____

Printed name & Signature
649 Second Street
Traer, IA 50675

Customer

Customer