



Vermont Telephone Co., Inc.
 354 River St
 Springfield, Vermont
 USA
 05156
 Phone: 802-885-9000
 Fax: 802-885-4003
 www.vermontel.com

VTel Installation/Repair Form

Customer/Site Name: _____ Contact Name: _____ Phone Number: 492-3665

Address 1: Jonathon Gibson Address 2: _____

2202 Keiffer Rd, Cuttingsville VT

Dwelling: Single Multi Drop Type: Aerial Buried Address Previously Served: Y N

Customer Category: Residential Customer Type: New Existing Former Facility Type: Fiber Off-Net

Job Type: Service Order Repair Order/Ticket Number: _____ Date: 6/4/15

Tech Name: Jason Gemmell Start Time: _____ End Time: _____ Total Time: _____

Order Status: Complete VTel Jeopardy Customer Jeopardy Rescheduled

INSTALLATION:	<input type="checkbox"/> New Installation	<input type="checkbox"/> Reconnect	<input type="checkbox"/> Plant Test	<input type="checkbox"/> Computer Repair	Date Completed: <u>6/4/15</u>
<input type="checkbox"/> Order: I P C	<input type="checkbox"/> Upgrade	<input type="checkbox"/> Wiring Only	<input type="checkbox"/> Other		

DETAILS: <u>Installed power supply and ran data line.</u> <u>Pre-Install</u>	New Wiring:	Existing Wiring:

Inventory Used	QTY/FT	Detail/Serial Number	Inventory Used	QTY/FT	Detail/Serial Number
ONT	1		RF Modulator		
Power Supply	1	<u>LBSEP 2014 015</u>	Category 5 Wire	<u>40FT</u>	
Power Cord	<u>6FT</u>		RJ11 Jack		
Router			RJ45 Jack	1	
HD/STB			Face Plate		
HD/DVR STB			Ground Less Than 20'		
Universal Remote			Ground Less Than 20' w/rod		
Switch			Ground Over 20'		
			Wreck-Out		

REPAIR: ORDER: I P C

Trouble Detail: _____ TROUBLE CAUSE: _____

Trouble Reported: _____

Trouble Resolution: _____

Fiber to house NO fiber #

EQUIPMENT REPLACED: _____ OLD SERIAL NUMBER: _____ NEW SERIAL NUMBER: _____

Labor: _____

Wire Maintenance Billable Materials: _____

Disconnection, Ownership of Equipment: It is understood that Vermont Telephone Company, Inc., has the right to disconnect all services in the event that charges are not paid within sixty (60) days of the date billed by Vermont Telephone Company, Inc., or if a past due balance continues on the account. It is also understood that all equipment installed upon the premises by Vermont Telephone Company, Inc., or its agents, except for inside wiring, shall remain the property of Vermont Telephone Company, Inc., and shall be returned by customer in good working order upon either disconnection of the services by Vermont Telephone Company Inc., or discontinuance of the service by the customer.

Remedies: If the equipment supplied with the service described above is not returned on termination of the service(s), Vermont Telephone Company Inc., may charge the customer for the cost of replacement, repair, and other costs, damages, fees and charges for this equipment.

Acceptance of Terms: By signature below, the customer or agent for the customer agrees to all terms and conditions of this agreement, including those stated on the reverse side and accepts the installation and/or service work to be satisfactory and in working condition.

Customer's Authorized Signature: Jonathon C Gibson Date: 6-4-15 Time: _____

THIS AGREEMENT ("Agreement") DESCRIBES THE TERMS AND CONDITIONS REGARDING YOUR SERVICE WITH VERMONT TELEPHONE COMPANY, INC., (VTel). BY SIGNING THIS AGREEMENT YOU ARE HEREBY ACCEPTING THE TERMS AND CONDITIONS AS SET FORTH BELOW. IF YOU DO NOT ACCEPT THESE TERMS PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE(S).

1. SERVICE

- a. VTel will provide the Service(s) ("Service") identified on this document and perform its obligations hereunder, including installation of the Service, in a good and workman like manner. VTel makes no other warranties, express or implied, including, but not limited to, the implied warranty of merchantability and fitness for a particular purpose or any warranty that the services or any associated software of network transport will be uninterrupted or error free.
- b. All applicants must be 18 years of age or older. Anyone under the age of 18 must have a parent or legal guardian sign the account application before service will be provided.
- c. Every account must have one or more responsible party assigned to place orders and make changes to the account. No addition, termination or changes, will be made to the account without the direct consent of the responsible party. VTel reserves the right to require proof of identity before providing service.
- d. VTel will not enter a premise without the presence of an adult 18 years old or older.

2. CHANGE OF TERMS

VTel reserves the right to amend this Agreement from time to time upon advance written notice to the customer. Continued use of Service upon written notice of these changes, will constitute acceptance of the changed terms.

3. BILLING POLICES OF VERMONT TELEPHONE COMPANY, INC.

- a. You are billed for service one month in advance on a month-to-month basis except toll calls, Video on Demand and Pay-Per-View, which are billed in arrears.
- b. You are billed from the date services are installed and activated to the date the services are disconnected. Therefore, the first bill you receive or the first bill after an additional service has been installed and activated will include partial month charges in addition to advanced monthly charges. This charge will be from the date of installation and activation to the last of the current month. When Service is disconnected an amount from the date of disconnection to the last day of the month billed in advance will be subtracted from your bill.
- c. Any adjustments or additional charges are shown separately on each bill.
- d. A credit will be given to you if service has been interrupted for at least twenty-four (24) consecutive hours after notifying VTel of the problem and after requesting this credit orally or in writing within ninety (90) days of the outage unless the outage is system-wide or the subscriber's disruption is known or should have been known. The service interruption must be the fault of VTel and not related to the customer's television, computer, or other equipment or customer owned wiring inside customer's premise.
- e. VTel will maintain a customer service department to handle any billing disputes which are submitted either by telephone or in writing. VTel will not disconnect you solely for non-payment of the legitimately disputed portions of the bill within the regular due date period. PLEASE DO NOT WRITE ON YOUR BILL. All written billing service or sales inquiries must be sent directly to VTel's local business address which is listed on your bill.
- f. You agree to pay any local, state, or federal taxes imposed on or levied on or with respect to the Service provided to you.

4. NON-PAYMENT POLICES OF VERMONT TELEPHONE COMPANY, INC.

- a. Payment is due within 30 days. If you are unable to pay your bill please contact our Business Office to set up a reasonable repayment plan.
- b. If payment in full is not received within thirty (30) days, a late fee may be assessed for the past due balance.
- c. If payment in full is not received within forty-five (45) days, a disconnect notice shall be issued.
- d. If payment in full is not received within sixty (60) days, then (i) a late charge may be assessed to your account and (ii) service will be disconnected.
- e. Accounts disconnected for non-payment will be reconnected only after the arrearage has been paid in full. Additionally, a reconnect fee will be applied to the account.
- f. If payment in full is not received by our Business Office within thirty (30) days after being disconnected as a non-payment, your account may be turned over to a collection agency for legal action.
- g. In the event of non-payment you acknowledge that VTel may use the services of a collection agency and/or attorney to collect sums due and agree to reimburse VTel for any such collection fees incurred by VTel as a result of such third party collection efforts to the extent such amounts reflect the reasonable costs of collecting sums due from you, minus the amounts of any late fees actually paid by you as a result of such collection efforts.

5. CONTINGENCIES

EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DELAYS, DAMAGES, OR FAILURES IN PERFORMANCE DUE TO VTel'S ROUTINE MAINTENANCE AND TESTING OF THE SERVICES THAT VTel PROVIDES TO YOU OR TO CAUSES BEYOND VTel'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO ACTS OF A GOVERNMENTAL BODY, CIVIL COMMOTION, ACTS OF GOD, ACTS OF THIRD PARTIES, FIRES, FLOODS, STRIKES OR LABOR DISPUTES, OR INABILITY TO OBTAIN NECESSARY EQUIPMENT OR SERVICES.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL VTel BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL, DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE SERVICES, EVEN IF VTel HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES VTel'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY, FOR ANY CLAIM, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), OR IN TORT (INCLUDING NEGLIGENCE), SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMERS TO VTel FOR THOSE SERVICES UPON WHICH THE LIABILITY IS BASED.

7. ADMINISTRATIVE FEES

- a. Deposit Policy: A deposit may be required as a precondition of initiating or continuing Service with VTel. Deposits will be returned to you less any deduction for amount due after termination of service or after twelve consecutive months in which you have received no more than three disconnection notices and have not been disconnected.
- b. Returned Payment Fee: Checks returned for non-sufficient funds will be debited against your account and a fee will be charged against the account.

8. DISCONNECTION POLICES

- a. You may not assign this Agreement. In the event that you move from your present address, you agree to promptly notify VTel's business office and/or agent of VTel if you desire the Service to be discontinued.

9. EQUIPMENT AND WIRING

- a. You are responsible for preventing the loss of or damage to VTel's equipment within your home. You will be directly responsible for repair, replacement, and other costs, damages, fees, and charges if you do not return VTel's equipment to us in an undamaged condition.
- b. Except for the inside wiring, which VTel considers your property regardless of who installed it, the equipment installed by VTel or provided to you by VTel belongs to VTel.
- c. If you cease to be a VTel customer, you are responsible for returning VTel's equipment to VTel or its designee. If you move, do not leave VTel's equipment in your vacant home or with anyone else VTel's equipment must be returned to VTel or one of its representative in working order, normal wear and tear accepted. IF YOU FAIL TO RETURN EQUIPMENT IN A MANNER AS STATED ABOVE, YOU WILL BE CHARGED FOR THE COST OF REPLACING THE EQUIPMENT INVOLVED.

10. COMPLAINTS

- a. You agree to contact VTel's Customer Service Department at (802) 885-9000 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday or at the address below if you have any questions or concerns.
Vermont Telephone Company, Inc.
354 River St.
Springfield, VT 05156
- b. All disputes, controversies, or differences that may arise between the parties out of or in any manner relating to or in connection with the Service or this Agreement, or the breach thereof, shall be submitted to and settled by the Vermont Department of Public Service or the Vermont Public Service Board.
- c. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont.

11. ACCESS TO PREMISES

You hereby grant to VTel or any duly authorized agent an irrevocable license to enter upon your premises at reasonable hours with reasonable notice to install, maintain, and remove any equipment necessary for VTel's provision of services to you or other customers. In purchasing Service from VTel you hereby assume full responsibility for securing permission from your landlord for the installation of all applicable wiring and equipment. VTel is released from all liability arising from any failure to secure such permission.

12. SEVERABILITY

It is mutually agreed and understood that in the event any provision of this Agreement is ruled by a court or competent jurisdiction to be invalid, all remaining paragraphs and provisions shall remain in full force and effect as if the invalid provision was originally deleted here from. A suitable and equitable provision will be substituted for the invalid provision in order to carry out as far as may be valid or enforceable, the intent of the invalid provision.

13. MISCELLANEOUS

- a. VTel is not liable for any defacement of damage to your premises resulting from the existence of VTel's instruments, apparatus, and associated wiring thereon, or from the installation or removal thereof when such defacement or damage is not the result of negligence on the part of VTel.
- b. This Agreement supersedes any and all prior Agreements between the parties regarding the subject matter described herein. No representation or warranty made by any agent or representative of VTel shall be binding on VTel unless expressly included in this Agreement. No amendment or modification of this Agreement or waiver of any term or provision hereunder shall be binding unless such amendments, modification, or waiver is in writing and is signed by an authorized representative of VTel.

ACCEPTANCE OF TERMS AND CONDITIONS

By my signature below, I agree to all terms and conditions of this Agreement, including these stated on the reverse side and accept the installation and/or service work to be satisfactory and in working condition. I further acknowledge that I have received, read, and agree to all terms and conditions in the Subscriber Agreement and any other applicable policies. Acceptance of Service will constitute acceptance of the terms and conditions of this Agreement.

Date: _____

Customer's Authorized Signature: _____