

PONCA CITY BROADBAND SERVICE AGREEMENT

PHOTO IDENTIFICATION IS REQUIRED PRIOR TO CONNECTION OF SERVICES. A NON-REFUNDABLE SERVICE ACTIVATION FEE IS REQUIRED TO INITIATE SERVICE.

Printed Customer Name: _____ Service Address: _____

Printed Co-Occupant Name: _____

I hereby request the following fiber optic utility service:

- GOLD: 50 Mbps down (25 Mbps up), \$60.00 per month
- PLATINUM: 100 Mbps down (50 Mbps up), \$100.00 per month
- DIAMOND: 1 Gbps down (500 Mbps up), \$250.00 per month

I will pay the activation fee by:

- Paid in full today
- \$10 per month for 24 months (amount to be added to my utility bill)

I understand that Gold, Platinum, and Diamond Broadband service is provided for entertainment purposes only and that PCUA makes no warranty that the service is sufficient for any particular business purpose. PCUA will not be held responsible for any loss of business, and/or lost revenues. I understand that this service comes with asymmetrical bandwidth, utilizes dynamic IP addresses, and that repairs will only be made during regular business hours of the City of Ponca City. I further understand that all fiber optic cabling and network equipment remain the property of PCUA and that, upon terminating this service, I will immediately return the Optical Network Terminal and any additional extension equipment and devices to Utility Billing. **Actual charges for this utility service will not commence until the utility has been installed and turned on at the location identified above (pro-rated as needed for any partial month of service).** If I am not the owner of the property listed above, I understand it is my responsibility to get the owner's permission to actually install this utility service to the inside of the home.

DENIAL OF SERVICE TO A CUSTOMER -

Service may be refused by the utility to a customer when there remains an unpaid account for any PCUA service(s) previously provided. Also, the utility shall not be required to provide service to an applicant who uses an alias, trade name, business name, or the name of a relative or other person as a device to escape payment of an unpaid obligation.

TAMPERING WITH OR DAMAGING PUBLIC UTILITIES PC Code 7-1-13:

- A. Unlawfully Using Services: It shall be unlawful for any person to connect or attach any kind of pipe, wire or other contrivance to any line, wire or other conductor carrying digital electronic signals, and belonging to a public utility, in such a manner as to enable him to use the fiber lines without it passing through the PCUA Network Operations Center.
- B. Tampering With Systems: It is also unlawful for any person to damage, molest, tamper with, or destroy any line, wire, meter or any other part of any public utility.

ACCESS FROM THE PUBLIC EASEMENT TO THE BUILDING.

The undersigned, being the owner or lessee of the property listed above, and being the person entitled to possession and control of the property, hereby grant a license to use fiber optical cable to connect my building to the fiber optic utility within the public easement, along a route convenient and appropriate to the PCUA.

EQUIPMENT THEFT OR MISSING EQUIPMENT

The account holder will be charged a fee for the total amount to replace a lost or stolen Network Interface Device attached to the exterior of a home, and/or the Optical Network Terminal installed to the interior of a home and any additional extension equipment and device.

TRANSFER OF DELINQUENT ACCOUNT

A customer shall be considered to have one (1) credit account with the PCUA irrespective of the number of addresses or number of bills received. Should some portion of the account become delinquent, service may be terminated at any remaining addresses receiving service to the customer's credit. Further, any delinquencies for one address to a customer's credit may be transferred to any other address to which a customer requests service in the future or in which a customer may reside, irrespective of the name of the account.

DELINQUENT ACCOUNT TURNED OVER TO COLLECTION AGENCY

If any delinquent account is turned to collection or attorney, or if suit is filed, all costs and attorney fees associated therewith, fees, costs, and expenses, shall be added to the delinquent amount and collected as part of the delinquent account.

I authorize PCUA to contact me via current and any future cellular phone number(s), email address, or wireless device(s) regarding my delinquent account(s) I owe to PCUA. I authorize PCUA and its agents, representatives, and attorneys (including collection agencies) to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages and person calls and emails, in the effort to contact me for purposes of collecting any portion of my account which is past due.

I Have Read The Above And Foregoing And Agree To Abide By The Above Terms And All Rules And Regulations Promulgated By The PCUA Now Existing Or Hereafter Adopted For The Extension Of Service.

Customer Signature: _____ Date: _____ Email: _____

Co-Occupant Signature: _____ Date: _____ Phone: _____

PCUA Representative Signature: _____ Date: _____