



Marne Elk Horn COMMUNICATIONS

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SERVICE AGREEMENT FOR SPECIAL CONSTRUCTION

1. Service. This Special Service Agreement is between you and Marne & Elk Horn Telephone Company d/b/a Marne Elk Horn Communications (together with any subsidiaries or affiliates providing your service, “**Marne Elk Horn Communications**”) and covers business or residential, telephone, high-speed Internet and/or CATV service (collectively, the “**Service**”) to be provided to you at the following address (the “**Service Address**”):

(Insert address above)

Among other terms, this Service Agreement establishes a minimum service term in order to recover extraordinary investment or expenses for construction and installation of facilities to extend service to your Service Address.

2. Other Terms of Service. Your Service relationship with Marne Elk Horn Communications is governed by our “**Terms of Service,**” including: this Special Service Agreement; our Standard Service Agreement and/or Service Catalog(s) (if and as applicable to each Service you have ordered); and your selected Service Plan or Service Package (if and as applicable to each Service you have ordered). By signing below, you affirmatively request Service and agree to comply with all applicable Terms of Service. All applicable Terms of Service are incorporated herein by reference.

3. Upfront Payment: Minimum Service Term [Please indicate which option you are selecting].

a . In order to activate service, Marne Elk Horn Communications will require an installation fee payment in the amount of \$50.00 per service (or the appropriate regular installation fee as listed on our website), prior to service installation/activation. As a condition to Marne Elk Horn’s completion of installation of service you agree to a minimum service term of 24 months (the “**Minimum Term**”) for Service at the Service Address. **If Service is disconnected or canceled following commencement of service and prior to the end of the Minimum Term, you agree to pay Marne Elk Horn Communications, as liquidated damages and not as a penalty, a recovery fee of \$500.00.** This recovery fee is cumulative and in addition to any other charges or fees you may owe Marne Elk Horn Communications and any fees or charges that Marne Elk Horn Communications may charge upon disconnection of Service in accordance with our Terms of Service. The full amount of any such charge shall be billed by Marne Elk Horn Communications within thirty (30) days of termination or cancellation of Service and shall be paid by you within thirty (30) days of your receipt of such bill. Once the Minimum Term has expired, you will receive Service on a month-to-month basis until Service is terminated by you or canceled by Marne Elk Horn Communications in accordance with the applicable Terms of Service.

b . In order to commence construction/installation, Marne Elk Horn Communications will require an upfront fee payment in the amount of \$1000.00. Upon payment of the fee you will receive Service on a month-to-month basis until Service is terminated by you or canceled by Marne Elk Horn Communications in accordance with the applicable Terms of Service.

5. First Month Service. In addition to this paper the application for service form will need to be completed. Marne Elk Horn Communications does require the first month of your services paid at the time we commence construction and/or establish Service at the Service Address. Marne Elk Horn Communications bills all customers a month in advance, the collection of your first month service will be applied to your bill.

6. Service Accounts. Service accounts are assigned to customers only, and the customer signing this Special Service Agreement shall be treated as the account owner for all purposes. You are responsible for keeping all billing data with Marne Elk Horn Communications up-to-date and accurate. Furnishing false data to Marne Elk Horn Communications is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.

7. Important Customer Information. In addition to the terms and conditions set forth in this Special Service Agreement, your service is subject to our Terms of Service, as identified in Paragraph 2 above, which you should read carefully before activating any Service. For additional information concerning our Terms of Service, please refer to the applicable Terms of Service (which are available at our website at www.metc.net/forms-terms-policies) or speak with a Marne Elk Horn Communications customer service representative.

IMPORTANT: BY SIGNING BELOW, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THIS SPECIAL SERVICE AGREEMENT AND IN THE TERMS OF SERVICE INCORPORATED HEREIN. MARNE & ELK HORN TELEPHONE COMPANY WILL NOT COMMENCE CONSTRUCTION WITHOUT RECEIPT OF THIS SIGNED AGREEMENT AND A COMPLETED APPLICATION FOR SERVICE.

Customer Signature: _____ **Date:** _____

Printed Name: _____ **Contact Number:** _____

Mailing Address: _____ **Email Address:** _____

www.metc.net
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