

INTERNET SERVICE _____ MG	\$ _____ MONTH	Customer Name _____
PHONE SERVICE	\$ _____ MONTH	Address _____
TOTAL MONTHLY FEE:	\$ _____	Phone _____
BASIC INSTALLATION CHARGE	\$ _____	E-mail Address _____
ADDITIONAL INSTALLATION CHARGE (If applicable)	\$ _____	SERVICE ADDRESS: _____ Franklin, KY 42134

## EPB FIBER RESIDENTIAL INTERNET BASED SERVICE AGREEMENT

1. • I hereby request that the Electric Plant Board of the City of Franklin including its Fiber Services Division ("EPB" or "EPB FIBER") provide my household with the fiber based services indicated at the top of this Agreement. These Services will NOT be established unless I agree to all charges and services stated on this Agreement and approve them by signing this document.
2. • If my service address is physically located WITHIN the electric service territory of EPB, my residential internet based service(s) will be billed on a COMBINED STATEMENT pursuant to EPB's electric service rules and in conjunction with my electric service account. Payment in full each month is required for both my electric service(s) and my internet based service(s). My failure to pay my monthly bill in full may result in discontinuance of all services. Partial bill payments may be accepted by EPB FIBER if such payments are received before my COMBINED STATEMENT'S due date. My partial payments will be applied on a prorated basis among all electric service(s) and internet based service(s).
3. • If I am a LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) customer, my voucher payments shall only be applied to the electric service portion of my combined statement. However, as a LIHEAP customer, I shall otherwise remain personally liable for all fiber based services, and if I do not pay that portion of my combined statement within five (5) days after its due date, my internet based services will be subject to immediate disconnection and I will incur a reconnection fee of \$25.00. I understand that all such reconnections will occur only during EPB FIBER's regular business hours.
4. • If my service address is physically located OUTSIDE of the electric service territory of EPB, my residential internet based service(s) will be billed by a monthly statement from EPB FIBER. If I do not pay my monthly fee within five (5) days after its due date I will be subject to immediate disconnection and will incur a reconnection fee of \$25.00. I understand that all such reconnections will occur during EPB's regular business hours.
5. • If, at the time of this Agreement I have any delinquencies owed to EPB or EPB FIBER, I must pay all such outstanding account balances before any fiber based services will be provided under this Agreement.
6. • I understand that EPB FIBER has the right to increase my charges and my monthly fees regarding this Agreement within its reasonable discretion. However, EPB FIBER will provide me written notice of any such increases at least sixty (60) days in advance.
7. • I AUTHORIZE EPB FIBER PERSONNEL and its contractor(s) reasonable access to, and about, my residential premises and/or dwelling for installing, monitoring, inspecting, maintaining, repairing, replacing, removing, and retrieving any service related equipment and materials as may be necessary or expedient within the discretion of EPB FIBER. I clearly understand that such **INSTALLATION WILL LIKELY INCLUDE DRILLING HOLES INTO, AND WITHIN MY DWELLING**, and I hereby grant full permission for this work. I acknowledge that I am the owner of my residence, or, I verify that I **HAVE OBTAINED ANY NECESSARY PERMISSION FROM THE PROPERTY OWNER** of my residence to allow EPB FIBER to install its equipment and materials and to provide the internet based service(s) that I have requested by this agreement.
8. • I acknowledge that EPB FIBER residential internet installations generally include fiber drops, gateways, wall plates, fiber splicing, conduit, and possible other efforts, including buried cable. I **HAVE SPECIFICALLY IDENTIFIED, LOCATED, AND MARKED ANY HIDDEN OR UNDERGROUND IMPROVEMENTS AND/OR OBSTRUCTIONS** that may interfere with these installations. I hereby release EPB FIBER from all damages caused by my failure to warn it about any hidden improvements or obstruction in, or about, my residence. I further acknowledge that I must determine and identify a cable entry point into my dwelling, with however EPB FIBER reserving its right, within its sole discretion, to disapprove and reject such entry point based upon impracticalities or prohibitive installation costs.
9. • I understand that I must provide a suitable space, as solely determined by EPB FIBER, for its equipment and materials and sufficient electric power to operate them. I acknowledge that I am solely responsible for any surge protection and/or battery powered backup capabilities.
10. • I understand that EPB FIBER has the right, within its sole discretion, to decline fiber based services to my residential premises and/or dwelling because of impracticalities or prohibitive installation costs. Also, if my circumstances reasonably require atypical installation efforts, as solely determined by EPB FIBER, I must pay the **ADDITIONAL INSTALLATION CHARGE** as noted at the top of this Agreement.
11. • I understand that all equipment and materials installed by EPB FIBER to provide my internet based services under this Agreement shall remain the property of EPB FIBER. I also acknowledge that I am solely responsible for its safekeeping and hereby assume all responsibility for any damage to such equipment and materials.
12. • I understand that EPB FIBER is not responsible for any maintenance, operation, quality of functioning, service, or repairs of any of my household equipment, appliances, and devices, including my televisions, computers, routers, telephones, and any other connected or related devices. I also understand that EPB FIBER is not responsible for internet service disruptions which are beyond its control such as weather related incidents, vandalism, its system's mechanical failures, shortages of replacement items, and any and all failures and disruptions in related networks used by EPB FIBER to supply my internet based services under this agreement. I understand that wi-fi service is dependent upon several factors, including the materials and configuration of my dwelling and the quality of my devices. EPB FIBER may suggest optimal location of its equipment within my dwelling to enhance reception but **COMPLETE WI-FI COVERAGE FOR MY DWELLING IS NOT GUARANTEED**. I understand that EPB FIBER does not guarantee uninterrupted internet based services, guaranteed internet speeds, or exact fiber service capability levels, and that EPB FIBER makes no warranties, express or implied, regarding the fiber based services provided to me under this agreement.

13. • I acknowledge that I am responsible for all matters relating to the compatibility of my household equipment, appliances, and devices with the internet based services to be provided to me by EPB FIBER pursuant to this Agreement. I understand that EPB FIBER may provide me with information and reasonable technical assistance to facilitate such capability, but I am ultimately responsible for all compatibility matters.

14. • I understand that this EPB FIBER service agreement is personal to me and will be used only for residential purposes by me and the members of my immediate household, and therefore I may not assign this service agreement or redistribute it services to anyone else. I further understand that I must solely use the internet based services provided under this Agreement for my residential purposes and that such purposes are not for profit, home office use, work-at-home use, or other commercial purpose or advantage. I understand that this **INTERNET SERVICE AGREEMENT WILL BE SUBJECT TO SUSPENSION OR DISCONNECTION BECAUSE OF ANY TAMPERING, OR ILLEGAL, CRIMINAL, OR IMPROPER USE**, including uses that may cause network congestion, slow speeds, or other disruptions. Examples of possible network congestion violations, as solely determined by EPB FIBER, include video hosting, large scale web hosting, bit torrent, or similar high volume or other disruptive software and uses. I also understand that I must comply with the *digital millennium copyright act of 1998* and that EPB FIBER will comply with copyright infringement, "take down" notices that it receives. I hereby acknowledge that EPB FIBER will cooperate with local, state and federal law enforcement authorities regarding illegal and/or criminal activities conducted by me, by any member of my family, by any member of my household, or by anyone using the fiber based internet services provided to me pursuant to this agreement.

15. • I understand that EPB FIBER does not require a minimum residential internet service agreement term. However, if within six (6) months of the date of this agreement, I discontinue it, or it is disconnected because I have violated any provision of this agreement, including my failure to pay any charges or fees incurred pursuant to this agreement, I **AGREE TO PAY A CANCELLATION FEE PRORATED BY THE FOLLOWING FORMULA:**

$[\$50.00 \times (6 - \text{number of months from the date of this agreement}) = \text{prorated installation Fee}]$   
For example, if I discontinue this agreement after 3 months from this date, I will then immediately pay EPB FIBER \$150.00:  $[\$50.00 \times (6 - 3) = \$150.00]$

I will not incur a Cancellation Fee if this service agreement is discontinued for any reason after six (6) months from this date, or be entitled to a Cancellation Fee refund.

16. • **IF MY EPB FIBER SERVICES ARE DISCONTINUED** or disconnected for any reason, I **AGREE TO RETURN EPB FIBER'S EQUIPMENT** including its router, and Optical Network Terminal (ONT) in good working condition, reasonable wear and tear excepted, within three (3) business days of such termination of service, or I will incur an equipment charge of Three Hundred Dollars (\$300.00).

17. • I understand that further general rules and information about my residential internet based services are provided on the EPB website at [www.franklinepb.com](http://www.franklinepb.com) and that I may request copies of such information directly from EPB's business office in Franklin, Kentucky. I understand that I have certain **PRIVACY RIGHTS** and that there are certain laws that protect my Customer Proprietary Network Information (CPNI). I understand that my privacy right information is available on the EPB website and at its business office. I further understand that persons with **DISABILITIES** such as the blind, visually impaired, deaf, hearing impaired, and speech impaired, have certain accessibility accommodations. For example, Telecommunications Relay Services by means of 711 dialing access for disabled persons is available pursuant to this internet based service agreement. **IF I HAVE A DISABILITY**, I understand that I may contact the Fiber Manager at EPB FIBER at the EPB business office in Franklin, Kentucky and obtain their assistance with all matters regarding my accessibility concerns. I further understand that the Fiber Manager may also be reached by phone at (270) 586-4441, and be e-mail at [contact@franklinepb.com](mailto:contact@franklinepb.com).

18. • I hereby agree to reimburse EPB and EPB FIBER for all court costs, litigation expenses, and/or expenses of collection, including, but not limited to, reasonable attorney's fees, regarding its enforcement of any provision of this agreement, including, but not limited to, any and all third party actions of administrative proceedings whereby EPB and EPB FIBER must reasonably join to assert a claim or to defend itself as a result of this agreement. I further agree to repay, indemnify, and hold EPB and EPB FIBER harmless from all liabilities, court costs, litigation and related expenses, attorney's fees, and damages of any kind, that EPB or EPB FIBER may incur as a result of my failures under, or breaches of, this internet bases service agreement.

19. • I understand that this Agreement may not be altered or amended except by a written statement signed by an authorized representative of EPB FIBER and by me. I understand that I may not rely upon any oral representations by EPB, EPB FIBER, its personnel, representatives, or contractor(s), and that all matters pertaining to my internet based services are controlled by the terms of this Agreement.

20. • I hereby verify to EPB and EPB FIBER that I am at least eighteen (18) years of age, am legally competent, and otherwise sufficiently authorized to undertake this fiber based service Agreement on behalf of my household at the service address indicated on the top of this Agreement. I understand that this Agreement will be binding upon, and for the benefit of, my heirs, and personal representatives, as well as the successors and assigns of EPB and EPB FIBER.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ AND SUFFICIENTLY UNDERSTAND THIS AGREEMENT.**

By signing this legal contract, I agree to all of its terms individually and on behalf of my household.

Customer/Printed Name

Customer Signature

Date