

# LakeNet LLC's Neighborhood Fiber Optic Cable Pre-Commitment Program

Name: \_\_\_\_\_ ("Customer") Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Program Commitment Term** - This program has a 12 month commitment term

By consenting to this Program, Customer is authorizing LakeNet LLC, upon Written Notification, to charge the Estimated Install Costs and Monthly Service Fees, and all other fees outlined by this Agreement and the LakeNet Terms of Service & Acceptable Use Policy.

LakeNet LLC ("LakeNet") provides an Internet access service and/or Voice Over Internet Protocol (VoIP) service through the use of fiber optic cable delivery ("Service"). This Program is designed to pre-commit customers and households along a shared route or road segment to initiate Service if LakeNet, in its sole discretion, is able and willing to install and activate available optic cable fiber for Service.

Each residential area and/or neighborhood (i.e. households along a shared route or road segment) is unique and LakeNet is devoted to installing fiber optic cable and activating Service to your neighborhood when it is economically and technologically feasible. The more households that pre-commit along a shared route or road segment, the more likely LakeNet can decide to install fiber optic cable and activate Service. This Neighborhood Fiber Optic Cable Pre-Commitment Program (hereinafter the "Program"), during the Program Commitment Term, does not guarantee that LakeNet can or will install fiber optic cable and activate Service.

By using the Service, Customer agrees to be bound by the terms of this agreement and to the LakeNet Terms of Service & Acceptable Use Policy, which are posted to the LakeNet website [www.LakeNetMI.com](http://www.LakeNetMI.com), which Customer acknowledges having read. LakeNet LLC reserves the right to change these policies. Customer's continued use of the service after any changes to the Terms of Service or Acceptable Use Policy shall reflect Customer's agreement thereto.

## Program Pre-Commitment Terms

By participating in the Program and in consideration of LakeNet exercising its sole discretion to install fiber optic cable along a shared route or road segment adjacent or abutting Customer's property, Customer agrees for the Program Commitment Term that—

1. Upon LakeNet's written notification of its discretionary decision to install fiber optic cable along a shared route or road segment adjacent or abutting Customer's property ("Written Notification"), LakeNet will bill and you agree to immediately pay the Total Estimated Install Costs (as determined by LakeNet) and any Prepaid Monthly Service Fee.
2. Upon Written Notification, LakeNet will install fiber optic cable along a shared route or road segment abutting or adjacent to your address listed above and LakeNet is authorized to install and activate Service as outlined herein;
3. Upon connection via fiber optic cable, Service will be billed at the normal monthly service fee (see below);
4. Upon connection via fiber optic cable, LakeNet will provide Service as outlined and subject to terms herein, including the Terms of Service or Acceptable Use Policy.

## Service Payment Terms

Upon connection via fiber optic cable, Customer agrees—

- LakeNet will send a monthly statement by e-mail or postal mail around the 1<sup>st</sup> or 15<sup>th</sup> of the month, \$2 fee for paper statement.
- The Monthly Service Fee is paid in advance and due on the 1<sup>st</sup> or 15<sup>th</sup> of each month.
- LakeNet strongly encourages autopay via credit card or eCheck for Monthly Service Fees.
- Past due accounts are subject to disconnection of service at LakeNet's discretion and assessed a \$5 late fee.
- All past due amount(s) must be paid to restore service.
- Accounts more than 30 days past due may be terminated and have equipment removed.

**Equipment Ownership, Damage, Repair** – Upon Written Notification, LakeNet will install underground or overhead fiber optic cable from the nearest splice point up to and into the Customer's building and install equipment outside and inside the Customer's building. This cable and equipment is the sole property of LakeNet. Customer is responsible for the cost to repair or replace any cable or equipment lost, stolen or damaged including damage due to weather, lightning, or acts of God. If you need to dig on your property, please contact both MissDIG at (800) 482-7171 and our office and we will locate and mark any underground cable at no charge. The Customer is responsible for cost to repair any damage due to digging on the Customer's property. Upon termination of this agreement, the Customer agrees to allow LakeNet to remove the equipment and/or cable or to allow the equipment and/or cable to remain in place for future use.

**Private Utilities** – Customer must provide LakeNet with location and depth of any known private utility lines (water, septic, electric, telephone, satellite TV, propane, dog fence, etc. LakeNet will take best efforts to avoid damage to known private utility lines. LakeNet is not responsible for damage to unknown private utility lines. Please include known private utilities on reverse side.

**Ground Surface & Vegetation Disruption** – There may be some minor disruption to your yard from our cable installation. In lawn areas, this generally settles and grass fills in within a few months on its own. In landscaped areas, LakeNet will make reasonable efforts to limit damage & restore the area to similar condition. LakeNet is not responsible for damage to vegetation, shrubs, trees, etc.

**Service Availability** - The service is provided as a "best effort" service. No service level agreement or guarantee is made on speed or availability of the service. Occasionally, the service may be temporarily unavailable due to scheduled maintenance or technical difficulties.

**WiFi Coverage** – If the service includes WiFi capable equipment, LakeNet will make a recommendation on best placement of the equipment to provide coverage in the Customer's building. Wifi coverage is not guaranteed and can vary due to building materials, external interference, and individual device capabilities. Equipment for expanding WiFi coverage to additional areas is available at an additional one-time cost. Any troubleshooting regarding performance of the service will be done using hardwired devices, not WiFi.

**Termination of Agreement** - Service may be terminated by LakeNet at any time for any reason. After the service commitment term (if applicable) the service agreement may be terminated by the Customer for any reason. No refund of installation fees or pre-paid service fees will be made. Upon termination, the Customer agrees to allow LakeNet access to collect all installed equipment. If equipment is not returned or collected within 30 days, the Customer will be responsible to pay the replacement cost of the missing equipment.

**Default & Enforcement** – In the event of Customer’s failure to perform 1.) any obligation herein, 2.) all obligations under Program Pre-Commitment Terms, and/or 3.) the obligation(s) to timely pay all Monthly Service Fee(s) for the entire 24 month period, the Customer shall be deemed in default and all amounts owe and due under this Agreement shall be accelerated and immediately due. Customer agrees to liquidated damages equal to the amount of a full installation cost of \$499.00 plus the accelerated total of all Monthly Service Fee(s) for the entirety of the term of agreed to under this Agreement or 24 months, whichever is longer, except the amount paid by Customer until date of default. Any legal, monetary, and/or equitable claims against LakeNet shall be resolved by binding arbitration pursuant to current standards of the American Arbitration Association. Customer shall pay all reasonable attorney fees and costs should enforcement of this Agreement be required before a court of law of competent jurisdiction or for any arbitration filings and/or proceedings.

**Transferability** - LakeNet reserves the right to transfer or assign this agreement and all of LakeNet’s rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns. The Agreement is not transferable or assignable by the Customer except with LakeNet’s written consent.

**Waiver** - Except as otherwise provided herein, the failure of any party to enforce any provision of this agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

**Entire Agreement** - This agreement and references in this agreement constitute the entire agreement with respect to the service. This agreement supersedes and nullifies all prior understandings, promises and undertakings, if any made orally or in writing with respect to this agreement.

**VoIP Service Availability** - LakeNet VoIP is not a telecommunications service and is provided as a “best effort” service. There are important distinctions between a telecommunications service and our service. Our service is subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies. No guarantee is made on the availability of the service. The service relies on Internet connectivity and may be affected by Internet disruptions, power outages, radio interference and other factors. Occasionally, the service may be temporarily unavailable due to scheduled maintenance or technical difficulties. It is recommended to have a back up form of communication available such as a mobile phone or other land line connection. LakeNet may connect our equipment to the Customer’s existing phone wiring. However, LakeNet is not responsible for maintenance or repair of the Customer’s wiring or for any service disruptions caused by existing wiring. LakeNet VoIP service does not support data calls such as fax machines, alarm systems, medical devices, credit card terminals.

**VoIP 911 Dialing** - LakeNet’s 911 service is different from traditional telephone 911 and cellular/wireless 911. Depending on the capabilities of your local emergency call center, your name, address and phone number may or may not be automatically transmitted to the operator, be prepared to provide them this information. If service is disrupted as described above, 911 dialing will not be available.

## Customer Worksheet

<b>Monthly Service Fee(s)</b> - Please Select One and select Phone/TV if desired				<b>24</b>	<b>Month Service Commitment Term</b>
Fiber Internet Solo – 10 Mbps	\$55	Fiber Internet Advanced – 50 Mbps	\$75	Unlimited VOIP Home Phone -	\$25
Fiber Internet Duo – 25 Mbps	\$65	Fiber Internet Power – 100 Mbps	\$95	LakeNet TV Service	-
<b>Router Option</b> - SuperMESH Whole-Home Managed Wifi System				\$8/mo	Fiber Modem Only

**Standard Installation** – Includes up to 125ft of drop cable installed by plow, one exterior wall penetration and basement or crawl space cable run. Additional drop cable is \$0.50 per foot, measured from road ROW line to install location.

**Estimated Installation Costs** – To be billed upon notice that project is scheduled for construction

Standard Installation Fee - Normally \$499, Discounted to \$249 for customers connecting during a Pre-Commit Project

Extra Drop Cable - \$0.50 per foot past the first 125 feet, as measured by LakeNet from road right-of-way line. Contact office if you would like an estimate. Drop Distance Cost:

Install Additional Router In Home (improve wifi coverage) - \$125 one time charge.

Extend Service to Outbuilding on same property, up to 300ft of cable - \$250 one time charge.

Total Estimated Installation Cost, subject to change, drop distance verified by LakeNet

**Private Utility Lines** - You must notify us below of any private utility lines on your property and locate/mark them prior to our crew burying the drop cable back to your building. We will contact you to ensure they have been located prior to starting work. We are not responsible for damage to unmarked/unknown private utility lines. You may submit a sketch to our office if necessary.

If checked, I affirm that I am the owner of the property and consent to any work including drilling and mounting of equipment, or affirm that I am acting under authority of the property owner to consent to this work.