

Name: _____ (“Customer”) Phone: _____
 Address: _____ E-mail: _____

Service Commitment Term - This agreement has a _____ month commitment term. Customer agrees to maintain the service for this term, after which the agreement will revert to a month-to-month agreement. If service is terminated before the term is complete, customer agrees to pay an early termination fee of 100% of the remaining term’s monthly service fees.

Billing Method Paperless/Email Paper (\$2/mo) **Qualifying Card Authorization Signature**
 Autopay Visa MC Disc # _____ Exp _____
 Routing# _____ Acct# _____ X _____

By signing above, you authorize LakeNet LLC to charge installation fees, monthly service fees and any termination fee or outstanding balance to the credit/debit card/checking account you provided to LakeNet LLC until such fees are paid in full. You agree the issuer of qualifying card may accept this Agreement as your authorization and may vary the authorized amounts without LakeNet LLC submitting a signed receipt.

LakeNet LLC provides an Internet access service (“Service”) and/or Voice Over Internet Protocol (VoIP) service (“Service”). This service agreement (“Agreement”) states the terms and conditions under which LakeNet LLC (“LakeNet”) will provide service to the customer. 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, which customer acknowledges they have 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.

Payment Terms

- Payment for the installation cost due at sign-up.
- First month of service pro-rated at final install and due at that time.
- LakeNet will send a monthly statement by e-mail or postal mail around the 1st or 15th of the month, \$2 fee for paper statement..
- The monthly service fee is paid in advance and due on the 1st or 15th of each month.
- We strongly encourage 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 - 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 inside the customer’s building. This cable and equipment is the sole property of LakeNet. The 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 in sketch 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 on its own in a few months. In landscaped areas, LakeNet will make reasonable efforts to limit damage and 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 - The service agreement 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.

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.

Price Worksheet

Monthly Service

Internet Service \$_____/mo Speed: _____ Down _____ Up VoIP ___ lines at \$_____/mo

Standard Installation – Includes up to 125ft of drop cable installed by plow, one exterior wall penetration and basement or crawl space cable run.

Standard Install \$499 \$_____

PLEASE SKETCH PROPERTY & PRIVATE UTILITIES THIS AREA

Discounted Standard Install \$_____

(Please indicate if there is any underground sprinklers, dog fencing, propane or septic to avoid).

Extra Drop Cable \$0.50/ft \$_____

Indoor CAT5 cable run \$0.30/ft \$_____

Directional Bore, Private \$150 + \$2/ft \$_____

Wall Fish or Cable Run Labor \$50/hr \$_____

Additional Router/AP \$_____

Extend to Outbuilding (typical \$250) \$_____

County Permit Required \$_____

Other \$_____

Total Install Cost Estimate \$_____ **Install Payment Plan, 24 months, \$30 setup fee**

Installer Worksheet

Installer: _____ Arrival Time: _____ Departure Time: _____

Speed Ordered: _____ Tested: _____ Fiber Path _____

CPE Type: _____ CPE MAC _____ SFP Type _____ RX Sig: _____

WiFi SSID: _____ WPA Key: _____

Notes: _____

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

If checked, I agree LakeNet may place a temporary sign in my yard.

If checked, I agree to bury the cable min 12" deep and agree I am responsible for any damage to cable.

Customer Signature _____ **Date** _____