



540 east main street aspen, co.
Tel.970.920.9600 Fax.970.544.5239

I. Customer Information

Customer/Business Name: _____
Customer/Business Contact: _____
Daytime Telephone Number: (____) _____ - _____ Fax Number: (____) _____ - _____
Line Share Telephone Number: (____) _____ - _____
E-Mail Address: _____
Mailing Address: _____
Billing Address (if different than above): _____
Installation Address: _____

II. Service Plans- Install includes first hour of labor. Additional hours at \$75 each.

T1 Line 1.544 Mbps Commercial Grade Connection, monitoring, and 99.999% SLA

- o Aspen T1 One Year Contract \$499/ month, plus hardware use and one time install fee: \$1150
- o Aspen T1 Two Year Contract \$459/ month, plus hardware use and one time install fee: \$1150
- o Aspen T1 Three Year Contract \$349/ month, plus hardware use and one time install fee: \$1150
- o Basalt/Carbondale 3 Year Contract \$399/ month, plus hardware use and one time install fee: \$1350
- o Snowmass 3 Year Contract \$349/ month, plus hardware use and one time install fee: \$1350
- o T1 Custom _____

WiMax T1 1.5 to 9 Mbps Commercial Grade Connection, monitoring, and 99.999% SLA

- o Aspen Three Year Contract \$549/ month, plus hardware use and one time install fee: \$1569

Aspen BriteFiber Circuit up to 99% uptime and 5 Mbps/1 Mbps

- o BriteFiber One Year Contract \$99 / month plus hardware use and one time install fee of \$199
- o BriteFiber Line Share One Year Contract \$49.99 / month plus hardware use and one time install fee of \$199
- o Self-Install Discount: _____
- o BigFoot Hotspot: _____

Fixed Wireless Internet Connection without phone lines up to 98% uptime and 1 Mbps

- o Fixed Wireless \$ _____ /month. Labor \$ _____ Equipment Charge \$ _____

Services:

- o Labor Charge \$ _____
- o Static IP \$25 /month for 4 usables. (T1 includes 2)
- o 8 hour Blocks for Tech Support or Network Engineering \$480
- o BigFoot Subscription _____
- o Credit Card Circuit _____
- o Spring Cleaning _____
- o Notes: _____

III. Customer Acceptance and Commitment

By signing below I have read and agree to the Terms of Service below, have approved installation completion, and, regardless, understand that billing begins when the circuit is ready to install. I understand that if I terminate early I will incur a surcharge of one month's service fee for every 3 months left on the contract.

Customer	Company
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

IV. Terms of Service

This Agreement between Everwave LLC (hereinafter referred to as "Company") and Customer ("customer") which shall be effective upon the completion of connection and shall remain in effect as per page one, section II as "term" of contract.

Payment Policies & Terms: Customer shall be billed on their "Expiration Date" of each month, one month in advance. Payment by Customer shall be due to Company within fifteen (15) days from the date of the invoice. A thirty-dollar (\$30.00) late payment fee shall be assessed on any account not paid within fifteen (15) days of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall accrue interest at 18% per year on all outstanding principal amounts until paid. Delinquent accounts shall be placed on "accounting hold" and all services to the Customer shall be suspended until the account is paid in full. In the event that a balance is unpaid for sixty (60) or more days are subject to collection and will continue to accrue interest and be liable for any legal fees. For any customer account that has been placed on suspended service there shall be due a Fifty Dollar (\$50.00) reconnection charge to reactivate Customer's services and are not covered under any service agreement.

Account Termination: Customer may terminate this Agreement by submitting a written request for termination (email, fax or U.S. Mail) to Company at the address listed in this agreement. Requests received by Company prior to close of business on the twenty-fifth day of the month shall have a termination date of the first day of the month following the receipt of the termination request. Termination requests received by Company after the close of business on the twenty-fifth day of the month through the end of that month shall have a termination date of the first day of the second month following the date of receipt. See early termination option, above.

Equipment & Scope of Work: All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Customer, will at all times remain the property of Company. Customer may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Customer shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by Company in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Customer authorizes Company to retrieve from Customer's premises equipment for appropriate disposition that is owned by Company.

Use of Services: Customer is expressly prohibited from reselling any services offered by Company under this agreement without the prior written consent of Company. Customer is prohibited from hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Customer understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates and foreign municipal, state, county or federal state or regulation is expressly prohibited. Customer acknowledges that Company is a commercial entity. Customer agrees that its use of the services herein shall not infringe upon the use by other customers of Company or the wireless network. Customer is prohibited from sending unsolicited advertising or promotional materials to other companies or wireless network customers. Customer agrees not to resell or allocate bandwidth as defined under "Abuse of Services" without written consent from Company. Should Customer violate any provision of this section, Company at its sole discretion may immediately suspend services to Customer and terminate this agreement. Company's liability for termination of this Agreement under this provision shall be solely limited to a refund to Customer of any unearned prepaid service fees. Company shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision. See our Acceptable Use Policy statement.

Indemnification/Release: Customer, its agent, successor and/or assigns expressly agrees to indemnify and release Company, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Customer's installation of, use of, or termination of Company's services hereunder including but not limited to, Customer's access to content uploaded or down loaded using Company's services from any source or to any recipient. Customer further releases Company from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Company's systems and/or the wireless network. Customer's release of Company includes any actions or inaction by Company, which amount to negligence. Customer further agrees to indemnify and hold harmless Company from and against any and all claims actions causes of action, losses or damages including attorney's fees which in any way arise from Customer's installation of, use of, termination of Company's services herein.

Disclaimer: Company assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Company's services. Company discloses and Customer acknowledges that there may be content on the Internet or otherwise available through the services provided by Company which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Customer acknowledges to Company that its use of Company's services to access information, content or other services is at its own risk.

