

APPLICATION FOR SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for service with BARConnects, LLC (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with, and be bound by, Provider’s Terms of Service as may be amended from time to time. The Terms of Service are available at www.barconnects.net and incorporated herein as if fully set forth.
2. The Applicant will, when service is made available, pay all rates and charges applicable to the services ordered by Applicant (the “Ordered Services”). The monthly service charges will begin upon completion of the provisioning and installation of the service at the Applicant’s service location(s) and may be prorated for the first and last month of service.
3. Any default by the Applicant in the payment of his/her service charges and/or fees shall give Provider the right to disconnect and/or remove the service. Applicant agrees that Provider may make attempts to contact the Applicant and collect amounts owed via both automated and live calls.
4. Except for the Provider’s fiber-optic cable connected to the ONT, it is the responsibility of the Applicant to install and maintain all wiring inside Applicant’s premises.
5. Fiber-optic cable and electronic devices supplied by the Provider are the property of the Provider and shall not be damaged, tampered with or opened by the Applicant. Applicant shall be financially responsible for damage caused to Provider’s fiber-optic cable and/or devices at the Applicant’s premises. Further, Applicant shall be financially responsible for the failure to return any Devices to Provider when service is disconnected and/or removed.
6. The Applicant, as a condition of receiving service from the Provider, agrees to execute Provider’s standard easement form to allow Provider to construct a lateral and/or service extension to Applicant and other adjacent subscribers, as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work.
7. Applicant understands that Provider will, from time-to-time, perform facility maintenance and network hardware and software upgrades that may result in periodic service disruptions.
8. The Applicant authorizes the Provider to make an investigation of his/her credit history prior to initiating service. At the sole discretion of Provider, the Applicant may be required to provide a deposit prior to receiving service.
9. The Applicant understands that fiber optic Internet service requires electricity at the Applicant’s service location, and if an electrical service outage occurs, the fiber optic Internet service, which may include telephone and cable TV, will not function during the outage.
10. The Applicant agrees to not use Provider’s network in any illegal manner as specified in the Terms of Service and as further defined by local, state, and federal laws and regulations.
11. Applicant agrees and understands that Provider may utilize the wireless component of the ONT device to extend coverage of the network for internal or external use on a separate network independent of the Applicant’s network or services which will not impede or restrict access to Applicant’s Ordered Services.
12. In the event a dispute arises between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to the nearest USA&M-approved arbitrator’s office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award.
13. **The Applicant hereby commits to an initial 24-month contract period** whereby Applicant agrees to receive the Ordered Services and pay all rates and charges incurred during the contract period. The charge for early termination of service during the contract period shall be \$60 multiplied by the number of remaining months under the contract.

Applicant’s Name If applicable, BARC Electric acct # where service to be installed

Home Number Business Number Mobile Number

Current Email Address

Billing Address (Street, Route or PO Box), City, State and Zip Code

Service Address of Property (i.e. where service will be installed)
(Street, Route #, City, State and Zip Code)

_____ **Date**

Applicant’s Signature – *By signing this agreement, the Applicant is agreeing to the terms of this application. The Applicant is also confirming he or she is the property owner or has permission from the property owner to have the Ordered Services installed.*