



Modern Cooperative Telephone Co. 502 Broadway St South English, Iowa 52335 319-667-2375

EQUIPMENT RENTAL AGREEMENT

Broadband/Internet Contract Signature (if applicable)

All equipment provided at the time of installation is property of Modern Cooperative Telephone Company (MCTC). If the account is disconnected, for any reason, all equipment needs to be returned to MCTC. Failure to return equipment in good working order to MCTC will result in a Non-Returned Equipment Fee as described in this Equipment Rental Agreement. A Contract Break Fee of \$25.00 per month may be assessed for each month remaining on the Service/Equipment Rental Agreement, if canceled before the 12-month term.

By signing this contract with my initials, I agree to the terms listed above.

Customer Initials:

Equipment Rental Agreement

This agreement concerns equipment provided to you by Modern Cooperative Telephone Company (the "Company") in connection with your subscription to Internet service. By signing below, you affirmatively request service and agree to comply with all the terms, conditions and provisions contained in this agreement. In the event of default, you agree to pay the Company its reasonable damages, costs, and expenses, including attorneys' fees and collection agency fees, incurred in enforcing its rights under this agreement.

- 1. Equipment.** For purposes of this Agreement "Equipment" includes all equipment installed in or on your premises or otherwise provided to you by the Company for reception of Broadband/Internet service, including without limitation wiring, decoders, outlets, terminals, modems, routers, etc.
- 2. Lease.** Equipment is leased to you for the term of service and solely for your use in connection with lawfully receiving Broadband/Internet service. All equipment provided and installed by the company shall remain the sole and exclusive property of the company, unless otherwise specified in writing by the Company or as provided by applicable law.
- 3. Charges.** You will receive and pay for Equipment rental on a month-to-month basis until service is terminated by you or the Company. Rental charges will be shown as a line item on your monthly bill. You agree to pay for all services provided, including Equipment installation and rental as invoiced. Payment is due upon receipt of the monthly invoice. Your account is in default if payment is not received by the due date stated on invoice. If payment by check is returned unpaid, your account is immediately in default and subject to a return check charge in the maximum amount permitted by law. Accounts unpaid after the due date may have service disconnected. The company reserves the right to suspend or discontinue services, at any time in its sole and absolute discretion. An additional installation charge and/or a minimum service term may be required to restore service. For more details, refer to your monthly bill or contact a customer service representative.
- 4. Installation and Maintenance.** You agree to indemnify and hold the company and its employees and agents harmless from all claims, demand and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of any act or failure to act by the Company in connection with the installation, connection, maintenance, operation, failure and removal of any equipment or any customer premises equipment owned by you (CPE), except as caused solely by the gross negligence or willful misconduct of the Company. You expressly assume all risks associated with installation, connection, maintenance, operation, failure and removal of Equipment and CPE, and the Company shall not be responsible or liable for any damage to, or loss or destruction of, any television, audio receiver, remote control, computer or associated hardware or software or any other CPE.



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- 5. Safekeeping of Equipment.** You are responsible for the safekeeping of all equipment placed in or on your premises. Without limiting the preceding, you are responsible for protecting equipment by connection to a UL-certified surge protector/suppressor. If equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair/replacement of the equipment. Normal wear and tear are acceptable of said equipment. The law prohibits: (1) theft or unauthorized reception of Broadband/Internet service; (2) assisting theft or unauthorized reception of Broadband/Internet service (including the manufacturing or sale of equipment intended for such unauthorized use); and (3) willful damage, alterations or destruction of equipment or facilities installed in or located on your premises or otherwise provided to you by the company. You may be subject to both civil and criminal penalties for such conduct.
- 6. Service and Repairs.** The company undertakes reasonable efforts to maintain its network, and responds to service calls in a timely manner. The company will repair damage to equipment or interruption of service due to reasonable wear and tear or technical malfunction. The company assumes no liability for damage to equipment by acts of nature, fires, earthquakes, floods strikes or other labor disputes, unusually severe weather, acts of any governmental body or any other causes or circumstances beyond the company's reasonable control. The company assumes no responsibility for the operation, maintenance, or repair of physical damage to equipment caused by our intentional negligent misuse or failure to connect equipment to UL-certified surge protector/suppressor is your loss and responsibility, you shall pay the company its then current rate for the cost of repair or replacement.
- 7. Return of Equipment.** If you cancel service or if service is terminated by the company, then you must return ALL the equipment to the company's business office, during regular business hours within ten (10) business days of the cancellation or termination of service. The equipment must be returned in the same condition that you received it, except for normal wear and tear. Do not return equipment by mail or delivery service. If you are unable to travel to the company's business office or other designated location, you may request pick-up. Provision of pick-up service is solely at the company's option and the company's refusal or failure to provide pick-up will not excuse your obligation to return equipment. If the company agrees to provide pick-up service, it will occur during the company's regular business hours. There may be a fee for pick-up, which you will be informed of when you request the service, and which will be payable at time of pick-up.
- 8. Failure to Return Equipment or Damage to Equipment.** If after ten (10) business days from cancellation or termination of service, the equipment has not yet been returned, then you are subject to be assessed a late charge of \$5.00 per day. If after twenty (20) business days from cancellation or termination of service, you may be charged for the full cost of the equipment. If the company is required to initiate legal action to recover the replacement cost of the equipment or, at its option, to recover the equipment itself, then you will be liable for collection costs and/or for any reasonable attorneys' fees, expenses and court costs incurred by the company in bringing legal action. If for any reason the equipment is damaged, it will be the responsibility of the customer to replace the equipment with all expenses paid by the customer. I also agree that when I have finished using the equipment or services are disconnected for any reason, I will return the equipment within 5 business days in good working order. If I fail to return this equipment, I can expect a charge on my next billing statement to cover the replacement costs as follows per device: Routers \$175.00, Battery Back-up \$125.00, Wi-Fi Extenders \$100.00, Surge Protector/Power Supply \$60.00.
- 9. Security deposits for equipment.** The company may require a deposit to ensure return of the equipment. The amount and manner of deposit may be determined based on your service term, the types and amount of equipment to be installed on your premises, your credit and payment history and any applicable laws or regulations. By signing below, you hereby authorize the company to request your credit information from a credit agency. If the company requires a deposit, the company will hold the deposit as a guarantee for the return of equipment.
- 10. Access to premises.** The company may enter into, upon and over your premises periodically during the term of this agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove the equipment and any ancillary service facilities. To the extent the same is consistent with your ownership or the premises, you grant the company a temporary and permanent easement to construct, install, maintain and/or replace transmission facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all other equipment necessary or convenient in connection with the provision of video programming service and/or Internet service. In the event you are not the owner of the premises for the company to make installation and maintenance contemplated by this agreement. If you are not the owner of such premises, you agree to indemnify and hold the company harmless from and against any claims of the owner arising out of the performance of this agreement.



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11. **Disclaimer of Warranties:** Limitation of Liabilities. If any equipment is defective when installed or provided, the company will either repair or replace the defective equipment. Replacement or defective equipment constitutes the company's entire liability to you and your sole remedy under this agreement, whether such claim or remedy is sought in contract or tort (including negligence, strict liability or otherwise). The foregoing warranties are exclusive and are in the place of all other warranties, whether written or implied, in fact or in law. The company disclaims any and all warranties of the merchantability or fitness for a particular purpose. In no event shall the company, its employees, affiliates or agents or agents have any liability for: (1) any special, indirect, exemplary, incidental or consequential damages resulting from the company's provision or failure to provide any equipment or service to you, or from any fault, failure deficiency or defect in service, labor materials, work or equipment furnished to you by the company or any other party, (2) any claims or damages arising from programs or other content which you receive by using the equipment or service, or (3) any delay or failure by the company to perform its obligations, if such delay or failure arises in connection with any acts of nature, fires, earthquakes, floods strikes or other labor disputes, unusually severe weather, acts of any governmental body or any other cause beyond the company's reasonable control.

12. **Survival.** The provisions of this agreement that by their sense and context are intended to survive the discontinuance or disconnection of your service and return of equipment shall survive such discontinuance, disconnection, or return.

13. **Governing Law.** This agreement and the relationship between you and the company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.

14. **No Waiver of Rights.** The company's failure to exercise or enforce any right under or provision of this agreement shall not constitute a waiver of such right or provision.

15. **Entire Agreement.** This agreement and any applicable service agreement constitute the entire agreement between you and the company and govern the use of equipment and service by you, members of the household, guests, and employees. This agreement and any applicable service agreement supersede any prior agreements between you and the company and any or all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning their subject matter.

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Customer Initials: