



Terms of Agreement for Small Business Fiber Optic Services

Customer Name: _____ Date: _____

Account Number: _____ SS # or Tax ID (Last 4 Digits): _____

Phone 1: _____ Phone 2: _____ Email: _____

Billing Address: _____

Physical Address: _____

BRMEMC.net Email Address: _____@brmemc.net Password: _____

Agreement Information

Offer available to business customers only. By signing above customer agrees to continue services for a term of 2 years, then continue month-to-month until the agreement is cancelled by either party. If customer cancels its service or any portion thereof, or has its services or any portion thereof terminated as provided above, prior to the expiration of the contract term, customer shall be obligated to pay BRMEMC the monthly reoccurring rate, of canceled service(s), multiplied by the months remaining in contract. Such termination charge shall be paid to BRMEMC within thirty (30) days after such cancellation by the Customer. Acceptance of Terms of Service and Acceptable Usage Policy (as is posted online at www.brmemc.com) is required, and by virtue of signing this document customer agrees to be bound to said Terms and Policy. Broadband charges begin on the date of BRMEMC work order completion (pricing subject to change). Installation is to an outside NID near the electric meter base. Prior to inside installation, a quote with estimate will be provided to customer. Customer grants BRMEMC the right to construct, operate, access and maintain fiber-optic lines and associated pedestals, or other apparatus necessary for such installations. The undersigned does not convey any land, but merely grants an easement for such fiber- optic facilities. The benefits and considerations of such fiber-optic installations shall inure to any successors and/assignees of BRMEMC or the consumer.

I have read, understand, and agree to the initial/monthly charges associated with Fiber Optic Services. (Pg. 2)

I have read, understand, and agree to the Small Business Call Features and Call Plans (Pg. 3)

I have read, understand, and agree to the Letter of Authorization to Change Service Providers. (Pg. 4)

I have read, understand, and agree to the Subscriber Agreement for BRMEMC Enhanced Voice. (Pg. 5)

I have read, understand, and agree to the Underground Electric and/or Fiber Service Agreement. (Pg. 6)

Customer Signature(s)

Date

Step 4 - CHOOSE A PLAN

		Monthly Charges	
		Price (1 service)	Price (2 services*)
Services			
DATA	DATA Packages (higher data rates available by request)		
	PREMIUM - Internet (up to 30M↓/30M↑)	42.95	42.95
	ULTIMATE - Internet (up to 40M↓/40M↑)	49.95	49.95
	LIGHTNING - Internet (up to 50M↓/50M↑)	59.95	59.95
	ULTRA - Internet (up to 100M↓/100M↑)	99.95	99.95
	Internet (dedicated 5M↓/5M↑)**	200.00	200.00
	Internet (dedicated 10M↓/10M↑)**	375.00	375.00
	Internet (dedicated 20M↓/20M↑)**	600.00	600.00
Internet (dedicated 50M↓/50M↑)**	1,000.00	1,000.00	
PHONE	PHONE Packages		
	B1 Line (estimated Fees: \$12.48)	<i>non-applicable</i>	22.00
	Key System Line (estimated Fees: \$17.84)	<i>non-applicable</i>	31.00
Additional Phone Services (See Next for Business Phone Feature Options)			
Misc	One Time Charges		
	Phone Service Activation Fee	<i>non-applicable</i>	35.00
	Optional Services		
	Basic Service Install (includes: (1) Cat5 Ethernet Cable to PC or Router, or (1) phone line connection to existing in-home wiring. Installation is to an outside NID near the electric meter base and includes up to 50ft. into premises in proximity to the NID, (1) wall / floor penetration)	75.00	75.00
	Extended Service Install (includes: technician to install (1) additional wire drop of either - Cat5 Ethernet Cable, phone line cable; must be completed during the same visit as Basic Service Install to apply)	25.00	25.00
	Inside Wire Maintenance (monthly fee- covers cost associated with correcting any problems in previously installed wiring)	1.50	1.50
	Static IP Address	65.00	65.00
	Additional 5 IP Addresses	20.00	20.00
Filtered Internet Service	4.95	4.95	

* One service choice must be a Data Plan

**Dedicated Data includes (1) Static IP Address

CONGRATULATIONS! You have now completed the application process for your new fiber optic service.
Please call **706-379-3121** with questions concerning this account.
Small Business Contract

Small Business Call Features and Call Plans

Published	<i>or</i>	Non-Published	<i>Price</i>
3-Way Call & Call Waiting <i>Not valid with Hunt Group Feature</i>			\$3.50
Voice Mail		Ring Count:	\$4.50
Personal/Teen Ring Number			\$3.50
Caller ID Hunt			\$14.00
Caller ID			\$7.25
Unlimited Long Distance <i>Must have on all lines</i>		Quantity:	\$15.00
Call Forwarding			\$3.00
Remote Activate Call Forwarding <i>Must have call forwarding</i>			\$1.00
Fixed Call Forwarding <i>Price per number</i>		Quantity:	\$23.00
Fixed Call Forwarding <i>Price per additional path</i>		Quantity:	\$15.00
Anonymous Call Rejection			\$3.50
Toll Control			\$7.00

Call Plans (*Price per month*)

100 minutes/month	\$7.00
200 minutes/month	\$12.95
500 minutes/month	\$19.95
1000 minutes/month	\$39.95
2500 minutes/month	\$89.95
5000 minutes/month	\$149.95

Phones are billed at \$.12/minute without a call plan listed above. Any over usage is billed at \$.07/minute. Call plans are statement wide.

Toll Free Minute Blocks (*Price per month*)

1000 minute block	\$59.95
2000 minute block	\$99.95
4000 minute block	\$199.95
8000 minute block	\$399.95
12000 minute block	\$599.95

Each toll free number is billed at \$1.95/mo. The flat rate, without a minute block is \$.07/minute. Anytime someone calls the toll free number, you will be billed \$.07/minute. Overages in a block are also billed at \$.07/minute.

LETTER OF AUTHORIZATION TO CHANGE SERVICE PROVIDERS

DATE: _____

TO: ETC Communication Inc.

RE: SERVICE CHANGES:

This letter authorizes:

ETC Communications Inc.
224 Dalton Street Ellijay, Georgia
Telephone #800-660-6826

To verify your tele-communication services provided by _____,
and to schedule, coordinate, and change phones services to ETC Communication Inc.

Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number(s): _____

Account Number(s): _____

**SUBSCRIBER AGREEMENT
BRMEMC ENHANCED VOICE**

**SOME IMPORTANT INFORMATION ABOUT BRMEMC's ENHANCED PHONE SERVICE
POWERED ETC Communications**

Thank you for choosing BRMEMC Enhanced Voice powered by ETC Communications, a voice over Internet protocol service. The rates, terms and conditions under which ETC Communications ("ETC") will provide its Voice Service to you can be found at www.brmemc.com or by contacting BRMEMC at (706) 379-3121.

In addition, The Federal Communications Commission requires that ETC notify you about certain limitations on ETC's E911 service:

YOU MUST PROVIDE YOUR CORRECT ADDRESS. If you do not correctly identify the address where your multimedia terminal adaptor ("MTA") is located, or if you move the MTA away from the original address, your emergency calls may be routed to the wrong emergency authority, or emergency personnel may be misdirected to the wrong address. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE THE RESPONSIBILITY TO IMMEDIATELY NOTIFY ETC, THROUGH ITS AGENT, BRMEMC (Blue Ridge Mountain EMC) OF ANY CHANGE IN YOUR SERVICE ADDRESS. You must not relocate the MTA to a different address. If you change residences, you must contact BRMEMC at (706) 379-3121 for information on whether the ETC Voice Service can be transferred to your new residence and what the relocation will cost. If you wish to disconnect the ETC Voice Service, you must contact BRMEMC for information on the necessary procedures.

THERE MAY BE A DELAY UNTIL YOUR ADDRESS IS ENTERED IN THE E911 DATABASE. When you initially order service, or if you notify BRMEMC of a change in your service address, there may be a delay before the address or change in address is entered in the E911 database seen by the emergency service provider.

USE OF A NON-NATIVE TELEPHONE NUMBER MAY LIMIT EMERGENCY AUTHORITIES' ACCESS TO YOUR LOCATION INFORMATION. If you are using a non-native telephone number (a telephone number from a different exchange than the one in which you are using the ETC Voice Service), emergency authorities or personnel may be unable to determine the location from which you are calling.

POWER OUTAGES MAY DISRUPT YOUR E911 SERVICE. Your Multimedia Terminal Adaptor ("MTA") includes a battery backup that provides up to 6 hours of backup power in the event of a power outage. The MTA must be plugged in to maintain a charged battery. YOU EXPRESSLY ACKNOWLEDGE THAT YOU WILL NOT BE ABLE TO PLACE OR RECEIVE CALLS, INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES, IF YOU ARE EXPERIENCING A POWER OUTAGE AND THE BATTERY POWER ON YOUR MTA RUNS OUT.

BROADBAND CONNECTION FAILURE WILL DISRUPT YOUR E911 SERVICE. YOU EXPRESSLY ACKNOWLEDGE THAT YOU WILL NOT BE ABLE TO PLACE OR RECEIVE CALLS, INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES, IF BRMEMC OR ETC IS EXPERIENCING AN OUTAGE IN ITS NETWORK.

YOUR E911 SERVICE WILL NOT WORK IF YOUR MTA, OR OTHER EQUIPMENT REQUIRED FOR THE ETC VOICE SERVICE IS IMPROPERLY INSTALLED OR CONFIGURED.

Acknowledgement

I am at least 18 years old and am the person responsible for making decisions about voice services in this household. I have read the document titled "Some Important Information about ETC Communication's E911 Service," including the limitations on ETC's E911 service. I understand and acknowledge these limitations.

For additional assistance, you may contact our Customer Service Department by phone at (706) 379-3121 or by mail at BRMEMC, PO Box 9, Young Harris, GA 30582.

UNDERGROUND ELECTRIC AND/OR FIBER SERVICE

1. Whereas, Applicant has applied to the Cooperative for underground electric and/or fiber.
2. Whereas, the conditions for such service are stipulated in Cooperative's Policy Bulletin No. 326, included by reference thereto as a part of this agreement and with which the applicant acknowledges he is familiar, particularly the General Conditions attached hereto; and,
3. Whereas, in keeping with said Policy, the Applicant agrees to make a cash contribution, in advance of construction.

NOW, THEREFORE, the Cooperative does hereby agree to make such underground installation in keeping with its own plans and specifications and at a time convenient to the Cooperative, which convenience includes availability of materials and equipment, favorable weather conditions and prior commitments.

This agreement is binding for current and all future applications for underground electric Service. IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures as of the year and date first above written.

POLICY BULLETIN NO. 326

SUBJECT: UNDERGROUND SERVICES - EXTENSION POLICY

The Cooperative will extend underground service, upon request, to its consumers under the following conditions:

GENERAL CONDITIONS (applicable to all underground installations)

- A. All charges required to be paid under the terms of this policy will be payable in advance or by credit arrangements satisfactory to the Cooperative. After the line is constructed no refund of contributions will be made by the Cooperative.
- B. Where it is necessary to trench along roads, streets or drives (due to inadequate right-of-way, etc.), or where water lines, sewer lines, shrubs, trees and grass sod are subject to damage during underground installations, the Cooperative will not be responsible for damage, replacement or repair resulting from or required as a result thereof.
- C. Underground installations will be made with the understanding that, should it be necessary to uncover the cable for maintenance and/or repair, the Cooperative will use reasonable care and diligence to preserve and protect water lines, sewer lines, sod, shrubs, trees, driveways, etc., but will not be responsible for loss of or damage to natural or man-made objects, including but not limited to water lines, sewer lines, sod, shrubs, and trees, or replacement of paving.
- D. Where, due to rock that cannot be moved by standard excavating equipment, the owner or developer shall be charged by the Cooperative the actual cost of drilling and blasting through affected area. Where there are other unusual conditions, such as high water table, which require installation procedures not normally used, the excess cost of such procedures may be charged by the Cooperative to the owner or developer.
- E. If the applicant requires outdoor area "Security" lighting as provided for under Rate Schedule LS, applicant will be required to pay a security light installation fee and any additional cost resulting from underground installations according to Policy Bulletin No. 336.
- F. The provisions of Policy Bulletin No. 320 concerning acquisition of "Right-of-Way Easements" apply to extensions made under this policy.

Orig. 02/71

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