



TCT Broadband Services Agreement



This agreement is made between _____ and TCT WEST, INC for basic broadband services at the following physical address: _____ with telephone number _____.

TCT WEST, INC. will install the broadband services checked below and bill your TCT WEST or *Tri County Telephone* account for the

1 Triple Play
Telephone, High-Speed Internet AND TV*

Telephone Rate (May not include all taxes or franchise fees) \$ _____
 Add High-Speed Internet for _____ computers \$35.95
 Add Digital TV pkg* for _____ TVs

Expanded Digital Pkg (98 Channels).....	\$39.95 <input type="checkbox"/>
Value Digital Pkg (72 Channels)**	\$32.95 <input type="checkbox"/>
Basic Digital Pkg (36 Channels).....	\$19.95 <input type="checkbox"/>

*TV packages not available in all areas.
 **Services provided by *Tri County Telephone Association, Inc.*

2 Double Play
Telephone & TV* OR Telephone & High-Speed Internet

Telephone Rate (May not include all taxes or franchise fees) \$ _____
 Add High-Speed Internet for _____ computers \$39.95
OR Add Digital TV pkg* for _____ TVs

Expanded Digital Pkg (98 Channels).....	\$41.95 <input type="checkbox"/>
Value Digital Pkg (72 Channels)**	\$34.95 <input type="checkbox"/>
Basic Digital Pkg (36 Channels).....	\$21.95 <input type="checkbox"/>

*TV packages not available in all areas.
 **Services provided by *Tri County Telephone Association, Inc.*

3 Add 45 Music Channels

	Residential	Business
With Expanded Digital pkg	Included	\$16.95 <input type="checkbox"/>
With Value Digital pkg **	\$1.95 <input type="checkbox"/>	\$16.95 <input type="checkbox"/>
With Basic Digital pkg.....	\$1.95 <input type="checkbox"/>	\$16.95 <input type="checkbox"/>

Premium Channels

HBO (6 channels).....	\$11.95 <input type="checkbox"/>
Showtime (8 channels).....	\$9.95 <input type="checkbox"/>
Cinemax (5 channels).....	\$8.95 <input type="checkbox"/>
Starz/Encore (9 channels).....	\$6.95 <input type="checkbox"/>
..... Buy them all	
29-Channel Premium Package.....	\$32.95 <input type="checkbox"/>

*TV packages not available in all areas.
 **Services provided by *Tri County Telephone Association, Inc.*

4 Additional Telephone/Internet Options

Caller ID with Name & Number and Basic Voice Mail Service (\$9.25 total value) are offered at reduced monthly rates. Please check the options you wish to have installed on your telephone line. I wish to subscribe to....

Caller ID \$2.50
Basic Voice Mail..... \$2.50
Caller ID & Voice Mail..... \$4.00

Wire maintenance (*for Double Play Internet users*) is available for \$1.75 per month to cover existing telephone, cabling and jacks inside the premise. If you do not choose wire maintenance, you may be subject to a trip charge and hourly labor charge if a technician is called to your home to service wiring and jacks on the premise.

I wish to subscribe to wire maintenance..... \$1.75

5 Additional TV Options

Broadband Maintenance (*for Double or Triple Play TV users*) is available at \$3.50 per month to cover existing coaxial wiring, cabling and jacks inside the premise as well as technical assistance with remote controls. If you do not choose Broadband Maintenance, you may be subject to a trip charge and hourly labor charges if a technician is called to your home to service wiring or jacks on the premise or for on-site remote programming.

Broadband Maintenance..... \$3.50

Equipment Replacement Protection (*for all TV users*) is available for \$3.00 per month to cover damage to the gateway or set top box equipment, including remote controls and RAPS, owned by TCT. Replacement value of this equipment is up to \$657 depending upon the type used. It is strongly recommended that all customers use surge protection and proper electrical grounding for this equipment. Replacement protection is void where grounding and surge protection are not in place.

Equipment Replacement Protection..... \$3.00

6 Additional Equipment Options

All TVs must be in place at time of installation. Additional TVs installed or moved at a later date will incur an installation charge. TCT will provide up to three (3) remote controls for your existing TVs, and charge \$20.00 each for additional remote controls.

_____ **Additional remote controls x \$20.00 ea.**.....\$ _____

An ethernet card must be installed in your computer/s before high-speed Internet is available. TCT does not provide the card or the technician for installation, although we do sell the cards at a discounted price of \$14.00 ea.

_____ **Allied Telesyn ethernet cards x \$14.00**\$ _____

An ADSL modem is required for high-speed Internet. Customers may purchase an ADSL modem from a hardware dealer; we recommend the Westell Wirespeed ADSL modem. Do you wish to purchase a modem from TCT?

Westell Wirespeed ADSL modem \$55.00

All computers must be in place when installation takes place. Computers installed or moved at a later date will incur an installation charge. If you have multiple computers, a switch or router is required to allow the computers to use one connection. Switches are available from TCT, or you may purchase one from an outside vendor. If using multiple computers, do you wish to purchase a switch from TCT?

Linksys 5-port switch..... \$39.00
Linksys 8-port switch..... \$61.00

Monthly Charge
 Total of Telephone Rate plus totals
 from boxes 1 through 6
 \$ _____

Gateway or set top box equipment remains the property of TCT and must be returned to the TCT office if service is cancelled. If you are moving to a different location within our exchanges, please call the office to arrange to have the equipment moved. Move charges will apply. Customer agrees to abide by the Acceptable Use Policy of the Company, which may be found at http://www.tctwest.net/acceptable_use_policy.htm Customers are responsible for cancelling their previous cable television service.

I certify that I have the proper authority to enter into this agreement and I have read and understand the above listed packages with charges indicated and agree to all of the terms and conditions on the reverse side of this contract.



Customer's Signature _____ Date _____

Return form to: TCT, PO Box 671, Basin, WY 82410 or PO Box 158, Lovell, WY 82431
 Or fax to: 307.568.2950 - Basin or 307.548.7771 - Lovell

Continued on reverse

Computer Operating System: Windows XP Windows ME Windows 98 Windows 95 Other _____

I already have an e-mail address that I will use. It is: _____

I would like to create a new e-mail address. **Login name** - Make three choices. We will use first choice if possible. Your login name will be the first part of your e-mail address which will end with @tctwest.net. **Password** - Must contain at least 5 characters and may be alpha, numeric, or a combination. All login names and passwords are lower case and cannot contain special characters or punctuation (i.e. &#@;:;+). You may choose four additional email addresses that you can set up and manage yourself once your service has been established.

First Choice	Second Choice	Third Choice	Password

TERMS AND CONDITIONS

This is a summary of the agreement between TCT WEST ("the Company") and you ("the Customer"), covering the TCT WEST BROADBAND SERVICES ("the Services") and the installation of equipment ("the Equipment"). The Company reserves the right to modify our terms as needed. If you would like a copy of our terms, please contact us by sending an e-mail to support@tctwest.tv. This agreement is immediately terminable by the Customer upon notice thereof if any such change(s) is (are) unacceptable to the Customer. The Customer's use of the Services following notification of a change as described herein shall be conclusively deemed as the Customer's acceptance of and agreement to such changes on a prospective basis.

1. The Customer agrees to pay for monthly service charges. The Customer agrees to make payment for the Services provided by the Company when due. Charges are billed in advance and are payable by the tenth of the following month. The Customer understands that the Company may reduce or disconnect the Services offered to the Customer for payment of any charges due. The Customer agrees that the Company may require a reconnection charge for Broadband Services in the event that the Service is disconnected for nonpayment. **All prices, packages and programming subject to change without notice.**
2. If the Company is required to use a collection agency to collect money owed to assert any other right which the Company may have, the Customer agrees to pay the reasonable costs of collection or other action, including attorney fees and court costs.
3. The Customer warrants that he/she either owns the residence at which the Service is being performed or if a tenant, he/she has obtained permission from his/her landlord for the Company to make whatever alterations to their residence that are necessary for the installation of Broadband Services. In the event of failure to secure such permission, the Customer shall indemnify and hold harmless the Company from all claims and damages arising therefrom.
4. All of the Equipment, devices and material (collectively "the Equipment") supplied or installed at the premises by the Company, shall be and remain the sole property of the Company, unless specifically defined by the Company as Customer-owned, such as Customer-owned internal wiring. The Customer shall not remove any of the Equipment from the premises and shall not damage, alter or tamper with any of the Equipment. If the Customer sells, vacates, rents, or sublets the premises wherein the Equipment is located, the Customer shall be responsible for the return of the Equipment to the Company in the same condition as received, ordinary wear and tear excepted, within three (3) days of termination of service. The Customer agrees that EACH gateway or set top box owned by the Company and placed in the Customer's premise is valued up to \$657.00, depending on the type used. The Customer also agrees that EACH remote control owned by the Company and placed in the Customer's premise is valued at \$20.00. The Customer's failure to return any of the Equipment to the Company in the same condition as received, ordinary wear and tear excepted, within three (3) days of termination of service, or at any other time upon request by the Company, shall result in the Customer's liability to the Company for any and all damages to or loss of the Equipment, as determined by the Company, including but not limited to the full agreed upon value of the Equipment, plus any costs, including reasonable attorneys fees, to collect such amounts.
5. The Customer is aware that any unauthorized reception of the Services and/or unpermitted use of Property is unlawful and the Customer may be subject to penalties and damage to the extent permitted under applicable Federal, State and local laws, rules and regulations.
6. The Company will make reasonable efforts to have its service available at all times, but assumes no responsibility for interruptions beyond its reasonable control. Other than the Service provided herein, the Company makes no warranty, either express or implied, regarding the Service. All such warranties are expressly excluded. In no event shall the Company be liable for incidental or consequential damages arising out of failure of the Services or the Equipment provided. **COMPANY'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR COMPANY'S FAILURE TO PROVIDE THE SERVICES OR TO MEET PUBLISHED CUSTOMER SERVICE GUARANTEES, SHALL BE LIMITED TO AN OUT-OF-SERVICE CREDIT OR THE AMOUNT OF CREDIT STATED IN THE PUBLISHED CUSTOMER-SERVICE GUARANTEES.**
7. The Company shall not be responsible for the operation, maintenance, service or repair of the Customer's TV, VCR, PC, set-top box, stereo, radio, the Customer-owned wiring, or other Customer-owned device or any other damage to the Customer's TV, PC, VCR, set-top box, stereo, radio, the Customer wiring or any other Customer-owned Equipment except due to the Company's negligence.
8. The Company shall not be responsible for damage to property arising from the installation, maintenance or removal of the Equipment or the provision of the Services, except due to Company's negligence. Under no circumstances will the Company be liable for special or consequential damages.
9. The Customer may not transfer or assign this agreement without the Company's prior consent.
10. If the Customer damages the Equipment, the Company reserves the right to charge the Customer the amount it costs the Company to repair or replace it.
11. The Customer accepts the free filtering service with the understanding that it is not guaranteed to filter all junk mail or to detect all viruses. The Customer realizes that to be better protected, additional virus detection software should be used on their computer(s). The Customer may request the service be removed from their account. There will be a service order charge to reinstate the service if desired later.
12. The Customer agrees to abide by the Acceptable Use Policy of the Company. The Acceptable Use Policy may be found at http://www.tctwest.net/acceptable_use_policy.htm

BY PURCHASING THE SERVICES ON THE REVERSE SIDE OF THIS AGREEMENT, THE CUSTOMER AGREES TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.