



Marne Elk Horn

Your Local Connection

SERVICE AGREEMENT FOR SPECIAL CONSTRUCTION - RURAL

1. **Service.** This Special Service Agreement is between you and Marne & Elk Horn Telephone Company d/b/a Marne Elk Horn (together with any subsidiaries or affiliates providing your service, “Marne Elk Horn”) and covers business or residential, telephone, high-speed Internet and/or CATV service (collectively, the “Service”) to be provided to you at the following address (the “Service Address”):

(Insert address above)

Among other terms, this Service Agreement establishes the terms in order to recover extraordinary investment or expenses for construction and installation of facilities to extend service to your Service Address.

2. **Other Terms of Service.** Your Service relationship with Marne Elk Horn is governed by our “Terms of Service,” including: this Special Service Agreement; our Standard Service Agreement and/or Service Catalog(s) (if and as applicable to each Service you have ordered); and your selected Service Plan or Service Package (if and as applicable to each Service you have ordered). By signing below, you affirmatively request Service and agree to comply with all applicable Terms of Service. All applicable Terms of Service are incorporated herein by reference.

3. **Upfront Payment: [Please agree to our terms by checking the boxes below].**

Marne Elk Horn will bury the first 200ft of fiber to your property free. Customer agrees to reimburse Marne Elk Horn for all costs after the first 200ft. In order to commence construction the homeowner must pay 50% of the fee upfront. (Marne Elk Horn will provide you a quote for the entire cost of construction to your home prior to you signing this agreement). Upon payment of the fee you will receive communication from Marne Elk Horn on the date of construction. Following completion of construction, the balance (remaining 50%) of your responsibility for the quote will be collected prior to services being connected.

By signing this agreement I am giving Marne Elk Horn or their contractors permission to bury fiber on my property at the address above and certify that I am the person authorized to grant this permission. I understand that in some situations a connection cannot be established immediately.

As a condition of Marne Elk Horns burying fiber to our premises we agree to a minimum service term of 24 months from connection

4. **First Month Service.** In addition to this paper the application for service form will need to be completed. Marne Elk Horn does require the first month of your services paid at the time we commence construction and/or establish Service at the Service Address. Marne Elk Horn bills all customers a month in advance, the collection of your first month service will be applied to your bill.

5. **Service Accounts.** Service accounts are assigned to customers only, and the customer signing this Special Service Agreement shall be treated as the account owner for all purposes. You are responsible for keeping all billing data with Marne Elk Horn up-to-date and accurate. Furnishing false data to Marne Elk Horn is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.

6. **Important Customer Information.** In addition to the terms and conditions set forth in this Special Service Agreement, your service is subject to our Terms of Service, as identified in Paragraph 2 above, which you should read carefully before activating any Service. For additional information concerning our Terms of Service, please refer to the applicable Terms of Service (which are available at our website at www.metc.net/forms-terms-policies) or speak with a Marne Elk Horn customer service representative.

IMPORTANT: BY SIGNING BELOW, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THIS SPECIAL SERVICE AGREEMENT AND IN THE TERMS OF SERVICE INCORPORATED HEREIN. MARNE & ELK HORN TELEPHONE COMPANY WILL NOT COMMENCE CONSTRUCTION WITHOUT RECEIPT OF THIS SIGNED AGREEMENT AND A COMPLETED APPLICATION FOR SERVICE.

Customer Signature: _____

Date: _____

Printed Name: _____

Contact Number: _____

Mailing Address: _____

Email Address: _____

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