

# Prentiss County Electric Power Association



**Applicant Name** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**Home Address** \_\_\_\_\_ **Mailing Address (if different)** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **County** \_\_\_\_\_  
**Cell Phone** \_\_\_\_\_ **Home Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

## SERVICE APPLICATION TERMS AND CONDITIONS

*The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Prentiss County EPA and/or Prentiss Electric Broadband, LLC (hereinafter called the "Provider"), upon the following terms and conditions:*

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at [www.prentissconnect.com](http://www.prentissconnect.com) or [www.pcepa.com](http://www.pcepa.com).
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure. Applicant agrees that Provider may make attempts to contact Applicant via both automated and live calls to any phone number given to Prentiss County Electric Power Association and/or Prentiss Electric Broadband, LLC.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Prentiss County Electric Power Association and/or Prentiss Electric Broadband, LLC. on and through their property for a commercial communications system as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing utility easements.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage. Prentiss County Electric Power Association and/or Prentiss Electric Broadband, LLC. cannot guarantee uninterrupted electrical service and cannot guarantee the proper function of any battery backup. In the event of a power outage, Applicant's VoIP phone service will not work and Applicant should secure an alternative means of 911 and emergency services.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement or the acceptable use policy found at [www.prentissconnect.com](http://www.prentissconnect.com) or [www.pcepa.com](http://www.pcepa.com) and as further defined by local, state, and federal laws and regulations.
9. Applicant agrees and understands 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 subscribed services.

**10. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes.** 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 a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. **Parties further agree that each may bring claims against the other only in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding, including any arbitration proceedings.**

*By signing this application the (Applicant)(s) is confirming that the Applicant is the owner of the property where the service is requested or has the permission from the property owner to have these services installed. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.* form date 11-27-2019

**Applicant Name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_