



INTERNET SERVICE AGREEMENT

Hamiota Municipality - Box 100 Hamiota, MB, R0M 0T0
 Tel: 204 764 3050 E-mail: hamiota.internet@gmail.com

Subscriber Name: _____ Tel: _____

E-mail: _____ Alt Tel: _____

Subscriber is: Owner Renter If Renter, Landlord Consent:

Billing Info:

- Billing will be monthly by electronic invoice to the e-mail address you provide in this agreement (\$2 for paper copy).
- Payment is due on or before the last day of the billing month.
- Subscribers are welcome to pay several months in advance if desired.
- Service charges of 1% will be charged on the first day of the service month for unpaid subscriptions
- Service may be discontinued without notice when the account is more than 30 days past due.
- NSF cheques will incur a \$25 charge on the Subscriber's account
- Payments may be made by: Cash, Cheque, Debit, e-transfer or Pre-authorized Debit.

Service Address: _____ Install Completed Date: _____

Radio Model & Serial No.: _____ Installer Test Verification: DL: _____ UL: _____

Installer Signature: _____

Description of Service:	<input type="checkbox"/> Standard Residential Service	\$60.00 + PST/GST 7.20	\$67.20 per month
	<input type="checkbox"/> Standard Business Service	\$75.00 + PST/GST 9.00	\$84.00 per month

Out of municipality subscribers will be charged an additional \$5.00 plus taxes

Customer Premises Equipment (CPE): Initial Installation Package Total price \$224.00 (\$200.00 plus PST/GST \$24.00)

The standard install package Includes:

- | | |
|--|--|
| <input type="checkbox"/> Internet Transceiver (Radio) & simple house mount | <input type="checkbox"/> POE (power adapter) |
| <input type="checkbox"/> CAT6 Cable (up to 300 ft.) | <input type="checkbox"/> Approved router |

Additional Optional Equipment

- | | | |
|------------------------|------------------------|-------------------------|
| • Extended Length Mast | • Tripod mast | • Additional CAT6 Cable |
| • Local Switch/Hub | • Internal (household) | • Special Circumstances |

Note: The Service Provider may be able to offer these items at a set price but does not guarantee supply. The Service Provider or your installer may recommend specifications and a source for purchase of these items.

Installer Notes: _____

Replacement of Damaged or Faulty CPE items:

- a. Lightning Damage - The Service Provider accepts no responsibility for lightning related damage to any other items of equipment.
- b. Normal Wear & Tear - Replacements necessitated by normal wear and tear and where the component has exceeded its expected life will be the responsibility of the Service Provider.
- c. Subscriber Responsible Damage: Any repairs or replacements resulting from Subscriber negligence will be the responsibility of the Subscriber.

(1) Internet Access Service: The Service Provider (Hamiota Municipality) undertakes to provide the Subscriber with Internet access.

(2) Targeted Bandwidth: The Service Provider's objective is to provide all Subscribers with bandwidth (speed) of at least 50 mbps download and 10 mbps upload. This rate (speed) is however not guaranteed as many factors beyond the control of the Service Provider may negatively impact speed. If you are regularly not receiving 50 mbps download as demonstrated by standard speed tests please contact the Service Provider to review your situation and attempts can be made to improve the connection speed.

In some difficult service locations (degree of obstruction) it may not be possible to meet the standard of 50 mbps download. In these cases the situation will be discussed with the Subscriber in advance of connection and a decision made about whether to proceed or not and what options (such as installing a tower) the Subscriber may wish to consider at his/her own cost.

(3) Changes in terms: The Subscriber is responsible for informing the Service Provider of any change in billing address (e-mail) The Service Provider reserves the right to change the terms and conditions as required to confirm with changes in regulations.

(4) No Redistribution: The Subscriber is not permitted to resell or redistribute the Internet connection to other parties without prior written consent from the Service Provider. A violation of this term will result in the immediate termination of your account. Hospitality service operators, such as hotels, restaurants, campgrounds etc. may provide temporary Internet access to their on-premises paying customers and guests, subject to the overall bandwidth limitations of the service plan herein provided.

(5) Compliance with Laws: The Customer agrees that all services provided to the Customer by Hamiota Municipality will be used only for proper legal purposes and in a lawful manner. Transmission or publication of any information, data or material in violation of any provincial, federal or international law or regulation is strictly prohibited including, but not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content.

(6) Subscriber responsibility: The Subscriber is responsible for:

- a. Creating their own back-up copy of any important or critical information that they may have stored on their system. The Service Provider does not back-up any Subscriber data.
- b. Ensuring that battery backup is available to your radios, routers, etc. during power outages; otherwise your Internet connection will not be available during a power outage at your Subscriber location.
- c. Ensuring equipment is disconnected or suitably protected from lightning strikes or power surges, etc.)
- d. Providing adequate virus and spy ware protection to the Subscriber's system.

Service Availability/Interruption: The Service Provider does not guarantee uninterrupted service. The availability of the Internet access service provided by the Service Provider will be subject to power outages and other conditions affecting Internet use, which are outside the control of the Service Provider. By accepting this contract, the Subscriber will be deemed to have considered and accepted this qualification with all it entails and implies. The Subscriber hereby releases the Service Provider from all claims it may have against the Service Provider in the future arising from damage or loss.

The undersigned Subscriber acknowledges that the terms and conditions of this contract as set out above and on the reverse side of this document have been read and are understood and agreed to.

I hereby authorize Hamiota Municipality or its agent to install equipment and provide services as requested.

Subscriber Signature: _____ Date: _____

Installer Signature: _____ Date: _____

Print name and title: _____

HAMIOTA MUNICIPALITY



Municipal Office:
Box 100, 75 Maple Ave
Hamiota, MB R0M 0T0
Ph: 204-764-3050
Fax: 204-764-3055

Hamiota Municipality requires its customers to receive their internet service charges as attachments in an email.

Transmitting information by email has a number of risks that customer should be aware of. These include, but are not limited to, the following:

- * Email can be circulated, forwarded, and stored in numerous paper and electronic files.
- * Email can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- * Email senders can easily misaddress an email.
- * Email is easier to falsify than handwritten or signed documents.
- * Backup copies of email may exist even after the sender or the recipient has deleted their copy.
- * Email can be intercepted, altered, forwarded or used without authorization or detection.
- * Email can be used to introduce viruses into computer systems.
- * Email can be used as evidence in court.

Hamiota Municipality will use reasonable means to protect the security and confidentiality of email information sent and received. However, because of the risks outlined above, the municipality cannot guarantee the security and confidentiality of email communication, and will not be liable for improper disclosure of confidential information. For this reason, the customer must consent the use of email for delivery of internet service charges.

Consent to the use of email for delivery of internet services charges includes agreement with the following:

1. Failure to receive an emailed internet service charge does not release me from my responsibility to pay any charges specified on the notice, or any penalties which may be incurred by late payment.
2. I will inform the Hamiota Municipality of any change in my email address as soon as possible, to prevent the misdirection of notices and reduce the risk of my not receiving a notice.

CUSTOMER ACKNOWLEDGEMENT AND CONSENT

Customer name _____

Customer mailing address _____

Customer email address _____

I acknowledge that I have read and fully understand this document, and consent to the delivery of internet service charges from Hamiota Municipality to me by email.

Customer signature _____ **Date** _____

Pre-Authorized Debit (PAD) Agreement



These Services are for business use.

Account information						
Full Name:					Date:	
Account #:			Email:			
Mailing			Service			
Address:				Address:		
City:				City:		
Prov:		P/C:		Prov:		P/C:
Home Phone			Cell Phone			
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Banking Information - a "void" cheque or Direct Deposit Form MUST be attached		
Bank Name	Bank Address	Account type
Bank Number (3 Digits)	Branch Number (5 Digits)	Account Number

I/we authorize Hamiota Municipality to begin deductions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our Hamiota Municipality Utility account(s). Regular monthly payments for the full amount indicated on the monthly premium billing statement will be debited from my/our specified account on the 1st day of each month. Hamiota Municipality will obtain my/our authorization for any other one-time or sporadic debits.

Please ensure your Financial Institution is advised in advance of the regular monthly recurring payments. Many institutions will require notification from you prior to the first withdrawal in order to avoid declined payments on suspicion of fraudulent charges.

I/we acknowledge that any NSF fees will be my/our responsibility if payment is declined for any reason.

I/we will notify Hamiota Municipality promptly in writing if I/we move the account from one bank or branch to another, or if there is any other changes in the account.

I/we may revoke this authorization at any time, subject to providing notice to Hamiota Municipality. This notification must be received at least thirty (30) business days before the next debit is scheduled at the address below. I/we understand that if I/we cancel this authorization, it does not mean that our contract obligations to the Company are ended. For more information on my right to cancel a PAD agreement or obtain a sample cancellation form, I/we may visit: www.cdnpay.ca.

I/we are agree to receive bills electronically at the supplied email address.

I/we are authorized to sign on behalf of the above account.

Authorized Signature

Name (please print)

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

Please drop off the completed form to the municipal office:

75 Maple Ave E (Box 100)
Hamiota, MB R0M 0T0

Or fax to
(204) 764 - 3055