



Name \_\_\_\_\_ Pkg \_\_\_\_\_  
# of TV's \_\_\_\_\_ Notes \_\_\_\_\_

**Mountain Telephone TV 12- Month Agreement**

*Thank you for choosing MTTV. This is a 12 month agreement between Mountain Telephone TV and you as a customer of MTTV. Allowing Mountain Telephone to install its MTTV services indicates your acceptance of these terms and, accordingly they will be legally binding on you.*

**CUSTOMER ASSERTIVE ACKNOWLEDGEMENT**

I will receive Digital TV and/or High Speed Internet/telephone installation and equipment at no charge from Mountain Telephone in return for keeping Mountain Telephone's service for a minimum of 12 months. If rates change in that time, the new rates apply. This contract is non-transferable and is unavailable in conjunction with any other promotion.

Customer Initials \_\_\_\_\_

Offer is subject to change without notice. Customer must maintain 12 consecutive months of the subscribed package or above. A \$25.00 fee will be assessed for downgrading to a lesser package.

- The subscriber line charge, certain additional call features & taxes are not included in the bundled price.
- A credit check may be made to determine eligibility and the amount of deposit for the services requested.
- There is a 30 day subscription requirement when signing up for a Premium Channel Package.

**EQUIPMENT**

Customer acknowledges that any equipment provided by Mountain Telephone TV is the property of Mountain Telephone, unless Customer enters into a separate written agreement to buy it, and makes full payment of the stated price. Customer agrees not to damage or misuse MTTV equipment and to return it to Mountain Telephone when Service is terminated, in the same condition as when installed, reasonable wear and tear accepted, and in reusable condition, consistent with any requirement of law. Return of equipment is required when terminating Service. If there is a separate written agreement for equipment purchase or lease, that agreement governs the Customer's rights with respect to such equipment. Should equipment be destroyed by customer, the customer is held accountable for full cost of equipment.

Equipment Cost:

Set-Top Box- \$300.00

Remote- \$30.00

***It is the responsibility of the customer to deliver any equipment, modems, set top boxes, etc. to the MRTC Business Office in West Liberty, KY.***

**NO TRANSFER**

No Service or MTTV equipment may be transferred to another person without the prior written consent of MTTV. Service may not be shared with any person not part of customer's immediate household.

**NO WARRANTIES**

MTTV makes no warranties, express or implied, in this document or in any related agreement, including but not limited to any warranty regarding the merchantability, fitness for any particular purpose, conditions of, or quality of the material or workmanship of any service or equipment.

**LIMITATION OF LIABILITY**

To the maximum extent permitted by law, MTTV disclaims liability for any claim, loss, damage or expense of any kind or nature arising from or in any manner related to the provision of the Service procured by Customer, or to any equipment, including without limitation any liability caused directly or indirectly by: (i) the inadequacy of the Service or equipment to service the Customer's purposes; (ii) any deficiency or defect in the Service or equipment; (iii) the use or performance of the Service or equipment; (iv) any interruption or loss of Service, except where a credit or deduction is provided for by law or regulation; and (v) any loss of business, loss of profits or revenue, or any other consequential damages of any kind, whether or not

resulting from any of the foregoing, (vi) acts of nature. Under no circumstances will Mountain Telephone's liability exceed crediting customer's account or refunding a portion of charges billed to customer for services.

**CERTAIN LOSS OF SERVICE DUE TO CUSTOMER**

Any loss of Service availability caused by action or inaction by Customer, or by defect or failure of Customer's equipment, will not suspend the obligation to pay for Service, and Customer shall remain liable for all applicable charges.

**INSTALLATION**

Installation includes CAT 5 wiring pulled to one central location where the DSL modem is located and/or to one STB. Standard installation also includes a DSL modem; up to 3 STB's with 1 mirror per box, one 2 port surface mount box and CAT 5 wiring and connectors.

**NONSTANDARD INSTALLATION**

Nonstandard installation includes services performed outside of Standard Installation and after initial install. Additional STB's may be installed after initial installation at a rate of \$50 per box.

Installation of service to an additional TV running from the first TV, also known as Mirroring, will be charged \$50 per TV.

Mountain Telephone reserves the right to decline performing any installation that, in the opinion of Mountain Telephone, is not feasible.

**DELINQUENT ACCOUNT POLICY**

Default: All Mountain Telephone bills should be paid on or before the 10<sup>th</sup> of each month. All accounts/services are in default if they remain unpaid after the delinquent date.

If a customer is disconnected for non-pay, a reconnect fee of \$37.50 will be added to the next bill. Depending on their payment history, the customer may be asked to pay the reconnect fee before the service will be reinstated.

If contracts are broken, then the contract penalty will be billed. The contract penalty is determined by multiplying the number of months remaining times 1/12 of the \$350.00 installation fee. If there is returnable equipment for the service it will be billed to the customer when they are disconnected. Once the customer delivers the equipment to the Mountain Telephone office in West Liberty, their bill will be credited back for that amount.

Any default of contract(s), customer agreement(s), or failure to pay for services rendered shall give us the right to proceed to terminate the agreement(s), contract(s) or service(s) and to exercise all other rights and remedies as provided by law. You agree that, in such event, you shall be obligated to pay our reasonable collection expenses which may include but not be limited to, court costs, collection fees which are charged by our collection agency at such time as the account is turned over to an attorney for collection. You further agree that all collection fees as mentioned herein shall not be deemed to be in the nature of a penalty for your default, but instead shall be deemed to be liquidated damages.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Phone Number: \_\_\_\_\_ 2<sup>nd</sup> Ph # \_\_\_\_\_

CSR Signature: \_\_\_\_\_ Date \_\_\_\_\_