



Acct: \_\_\_\_\_

Acct name: \_\_\_\_\_

- \_\_\_ High Speed Internet
- \_\_\_ SD Digital/HDTV
- \_\_\_ PAKS
- \_\_\_ Unlimited Long Distance

### Citizens 12- Month Service Agreement

**Thank you for choosing Citizens. This is your copy of "Citizens' 12-Month Service Agreement" between Citizens and you as a customer of Citizens. Please keep it for your records. Allowing Citizens to install its services indicates your acceptance of these terms and, accordingly they will be legally binding on you.**

I will receive a High-Speed Internet and/or Digital TV/Telephone installation and equipment at no charge from Citizens in return for keeping Citizens' service for a minimum of 12months. I understand that if I disconnect my service for any reason, I will be **billed a pro-rated fee for any equipment or installation/activation I received free of charge**. If rates decrease in that time, the new rates apply. This contract is non-transferable and is unavailable in conjunction with any other promotion.

Offer is subject to change without notice. Customer must maintain 12 consecutive months of the subscribed Package or above. Upgrades/changes automatically renew 12-month agreement for services as of date of revision to account.

#### EQUIPMENT

Customer acknowledges that any equipment provided by Citizens is the property of Citizens, 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 Citizens equipment and to return it to Citizens 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 for non-return:

|                                      |          |                 |          |
|--------------------------------------|----------|-----------------|----------|
| Standard Definition (SD) Set-Top Box | \$125.00 | Remote          | \$ 10.00 |
| High Definition (HD) Set-Top Box     | \$125.00 | Modem           | \$ 95.00 |
| Personal Video Recorder (SD or HD)   | \$300.00 | Surge Protector | \$ 25.00 |

#### NO TRANSFER

No Service or Citizens equipment may be transferred to another person without the prior written consent of Citizens. Service may not be shared with any person not a part of Customer's immediate household or in Customer's office.

#### NO WARRANTIES

Citizens 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, designed, conditions of, or quality of the material or workmanship of any service or equipment.

#### LIMITATION OF LIABILITY

To the maximum extent permitted by law, Citizens 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 serve 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.

#### 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.

#### PAK TERMS AND CONDITIONS

Extended Community Calling includes 200 community link minutes. Additional minutes are billed in blocks of 15 minutes at \$0.60 cents per block. Federal, state, local taxes and utility service fees are not included in Pak price.

Price includes \$1.50 discount for use of electronic billing and \$1.50 discount for auto payment from bank or credit card account. If printed invoice is requested, a \$1.50 applies. A \$1.50 fee also applies if auto payment is not used. Not all services and Paks are available in all areas. Pak requires a two-year commitment. Upgrades/changes automatically renew 12-month agreement for services as of date of revision to account. \$10 Service Order fee for downgrade in Paks.

**STANDARD INSTALLATION \***

Installation includes CAT 5 wiring pulled to one central location where the DSL modem is located and/or to one Set Top Box. Standard installation also includes a DSL Modem; a Standard Definition set top box, a DSL Splitter, one surge protector, one 6 port surface mount box and CAT 5 wiring and connectors. Citizens will install up to four outlets and replace as many working receivers as customer has installed by their satellite provider at no charge, up to the limits of our capacity at that location.

Additional set top boxes may be installed at time of initial installation or scheduled at another time at a rate of \$79.00 per outlet. Citizens will fish one wall at no charge up to 14 inches high from the floor (standard receptacle height). **Additional installation charges:** Fishing of additional walls, where possible, \$60.00 per hour plus material costs. Standard Installation Cost:

|  |          |
|--|----------|
| Digital Video (with or without Internet) | \$199.95 |
| High-Speed Internet only*                | \$ 99.95 |

**NONSTANDARD INSTALLATION\***

Nonstandard installation included services performed outside of Standard Installation and after initial install; fishing walls, running and pulling wire, etc. Fishing of additional walls, where possible, \$60.00 per hour plus material costs. Additional set top boxes may be installed after initial installation at a rate of \$79.00 per outlet

\*Equipment used for High-Speed Internet only will vary from equipment used for High-Speed Internet with Video Equipment.

**ADDITIONAL PROGRAMMING FEES**

Mirroring Fee for separate programming on each additional TV is \$4.95 per month. Existing customers may activate additional receivers with their existing Citizens' programming package.

**VALUE ADDED SERVICES**

- Citizens PVR (Personal Video Recorder) service is \$4.95 per month and covers every Personal Video Recorder unit in your home. Leasing of Citizens PVR equipment is \$9.95 a month.
- Unlimited Long Distance can be added to Pak for \$19.95. Broken commitment of Unlimited Long Distance will result in Retroactive billing to non-discount price.
- Ultimate Calling Feature package can be added to Pak for \$12.95.
- HD service available to qualifying residents.
- Leasing of Citizens HD STB or HD PVR is \$9.95 a month.

**Delinquent Account Policy**

Default: All accounts/services are in default if they are unpaid at 30 days after the due date.

If contracts are broken, then the contract penalty will be billed. If there is returnable equipment for the service it will be billed to the customer when they are disconnected. Once that equipment is returned 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 said collection agency, and attorney's fees of twenty-five (25) percent of any unpaid balance 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. It is understood that said account will accrue interest until paid in full in accordance with Code of Virginia and Federal Statutes.

\*Additional charges are covered under the Code of Virginia, Section 6.1-330.77. *Charges by sellers of goods or services*; Section 6.1-330.53. Legal rate of interest; and under Federal Statutes, 15 U.S.C. 1601, et seq

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

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