



for internal office use only

☐ **Change/Add Service. Current application on file.**

Account Name: _____

Account #: _____

NEW MEMBERSHIP/APPLICATION FOR SERVICE

This is an application whereby you agree to purchase telecommunications and entertainment services from Citizens' Telephone Cooperative or its subsidiary (Citizens Cablevision, Inc.). The Cooperative and its subsidiaries, hereinafter individually, each and/or jointly referred to as "Company", are all organized under the laws of the State of Virginia. For this application, the term "Member" shall apply when purchasing services from the Cooperative, and the term "Applicant" will apply otherwise. A Member may be an individual, firm, association, corporation, or body politic as defined in Section 1(b) of the Cooperative bylaws, and an Applicant may also be an individual, firm, association, corporation, or body politic. As a Member, capital credits will accrue on member-defined services to be paid out by the Cooperative as determined by the Board of Directors.

All accounts/services are in default if they are unpaid by the due date. Upon disconnection of services, Company-owned equipment will be billed to the account. When the equipment is returned in working condition, credit will be given. If the services were in a contract, Early Termination Fees will be billed when the service is disconnected.

Any default of contract(s), customer agreement(s), or failure to pay for services rendered shall give the Company 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. The Member/Applicant agrees that, in such event, the Member/Applicant shall be obligated to pay our reasonable collection expenses which may include but not be limited to, court costs, and collection fees that are charged by the Company 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. The Member/Applicant further agrees that all collection fees as mentioned herein shall not be deemed to be a penalty for default, but instead shall be deemed to be liquidated damages. It is understood that said account will accrue interest until paid in full per the Code of Virginia and Federal Statutes. The Member/Applicant can also submit cell phone numbers for collection purposes upon default of terms.

*Additional charges are covered under the Code of Virginia, Section 6.2-311. *Charges by sellers of goods or services*; Section 6.2-301; Legal rate of interest; and under Federal Statutes, 15 U.S.C. 1601, et seq

The undersigned hereby applies to Citizens' service per the terms and conditions of the Application set forth above.

Type of service: ☐ **New Residential**

☐ **Permission to Act Add/Change**

☐ **Name Change**

Effective Date: _____

☐ ***Transfer Service** **Transfer of a phone number requires a Phone*

Number Release form to be signed by the current account holder.

Primary Account Holder Information

Full Legal Name: _____

Social Security Number (SSN): _____ **Date of Birth:** ____ / ____ / ____

Business Information (if applicable)

Business Name: _____

Federal Tax ID (EIN): _____

Service Address (Physical/E911 Address)

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Mailing/Billing Address *(if different)*

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Information

Primary Contact Number: () _____ ☐ Cell ☐ Home ☐ Work

Work Number: () _____ ☐ Cell ☐ Home ☐ Work

Alternate Number: () _____ ☐ Cell ☐ Home ☐ Work

Email Address: _____

Employment Information

Employer Name: _____

Employer Street Address: _____

City: _____ State: _____ Zip Code: _____

Account Security: Password _____ Password Hint: _____

Permission To Act (PTA) *This section is for someone authorized to act on behalf of the primary account holder.*

PTA Full Name: _____

PTA SSN: _____ Date of Birth: ____/____/____

PTA Street Address: _____

City: _____ State: _____ Zip Code: _____

PTA Preferred Contact Number: () _____ ☐ Cell ☐ Home ☐



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3

- ☐ **Enroll in AutoPay/Discount:** ☐ Accept ☐ Decline Save \$1.50/mo
☐ **E-Bill (Receive bill via Email)/Discount:** ☐ Accept ☐ Decline Save \$3.00/mo
☐ **Lifeline Credit Applicant:** To be eligible for the discount, the applicant must participate in one of these programs or be Income Eligible: Medicaid, Food Stamps (SNAP), Supplemental Security Income (SSI), Federal Public Housing Assistance (FPHA), or Veterans Pension or Survivor Pension to receive Lifeline assistance. Additional forms must be completed for approval. **Not available in all areas.**

☐ **12-month**Service Agreement** ☐ **24-month**Service Agreement** ☐ **Month-to-Month** Service Agreement**

Services are not available in all areas. Actual Internet connection speed may vary due to various factors, including network congestion and the distance from subscribers to Citizens' facilities. Electrical surge protection is strongly recommended. Free installation and a free modem may require a 12-month minimum commitment. Installed to one jack location only with an up-to-date operating system on the device. Federal, state, and local taxes, as well as service fees, are not included in the service pricing. Some restrictions may apply and are subject to pre-approval. Service Agreement required to waive installation fees. Credit terms apply. ****Service Agreement required for Fiber to the Home services. Standard Connection fee \$399. \$299 with a 12-month Agreement; \$199 with a 24-month Agreement. Aid in Construction may apply. Certain restrictions, availability, and terms may apply.**

- ☐ I have reviewed and read the Terms and Conditions associated with this service (below) and acknowledge that I can access it online at <https://citizens.coop/terms/>. From time to time, Citizens may contact you regarding special offers and promotions. If you do not wish to receive such information, you may **"Opt Out"** by checking this box. ☐ *Renewable every 2 years*

Terms & Conditions: By signing, I agree to allow Citizens to install its service(s), accept the following terms, and acknowledge that they will be legally binding.

1. I will receive installation and equipment without charge pending credit credentials from Citizens in return for keeping Citizens' service for the selected term.
2. I understand that if I disconnect my service for any reason, I will be billed for any equipment and billed a prorated early-term fee to cover installation/activation that I received free of charge. Standard rates and fees apply.
3. I may receive discounted pricing by fulfilling the terms of this agreement. I understand if I decline renewal, a la carte pricing will apply.
4. If I choose not to enter into a contract, I understand that installation fees will apply.
5. This contract is non-transferable and is unavailable in conjunction with any other promotion. Offer is subject to change without notice. The customer must maintain service(s) throughout the subscribed term. After the original term is met, discount pricing will continue until there is a change in the subscribed service.

Connected Community Services

1. Customer agrees and understands Provider may utilize the wireless component of the Router or ONT device to extend coverage of the network for internal or external use or as part of the SmartTown network on a separate network independent of the Customer's network or services, which will not impede or restrict access to Customer's subscribed services.
2. Customer agrees, acknowledges, and understands that Provider does not and is not responsible for the monitoring or protection, or firewalls for the actions of Customer or some third-party as referenced above. Provider cannot be responsible for the actions of Customer or third parties undertaking such illegal or inappropriate actions. Without shifting the ultimate responsibility for protecting the Customer Network, Provider does provide services to Customer to aid in that effort, such as Protect IQ, Experience IQ, and Command IQ. Protect IQ and Experience IQ are required to participate as a Provider customer in the SmartTown network.
3. Customer agrees that the Service is location or property-specific and that it shall not be shared with others not



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residing at or occupying said location/property. The Service shall only be provided to the Customer at the address where the installation is performed. Customer may not transfer Customer's rights or obligations to the Service to any successor tenant or occupant or any other address without Provider's prior written approval. Customer may not "share" the Service with other locations or properties. Customer may be allowed to participate in the SmartTown network in addition to their own network, but participation in said network does not alter or amend the restrictions on sharing of network privileges by Customer. Participation in the SmartTown network will allow a Customer to have Wi-Fi access in available locations on an independent network when away from their Service location.

4. SmartTown is a community Wi-Fi service offered by Provider in certain locations throughout its territory, where those invited to participate will have access to a high-speed wireless internet platform. That platform will be subject to content filtering. This network will utilize transmitters placed in public areas by the Provider, as well as the utilization of unused frequencies from the Customer's home router. The SmartTown network is separate and distinct from the Customer's network. Should any Customer choose to exclude their home router from the SmartTown network without penalty, they should simply contact Provider by contacting Customer Care Support by pressing 1 when dialing 540.745.2111 or 276.637.6485. Once excluded, the Customer may use the same number to reinstate said router to the SmartTown network if desired. The SmartTown network is available to those active Customers of the Provider who do not opt out. Should the Customer discontinue their primary service for any reason, SmartTown access will also be discontinued. On occasion and as a service to the community, Provider may make SmartTown available to the public in limited locations or for limited durations, which will not require those accessing said network to be Customers of Provider. In that instance, the license to access said network will be subject to these Terms and Conditions and all Policies of Provider, and said license shall be temporary and subject to cancellation at any time by Provider without notice.

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. The 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, with reasonable wear and tear accepted, and in reusable condition, consistent with any requirement of law. 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 the equipment be destroyed by the customer, the customer is held accountable for the full cost of the equipment. Equipment Cost:

Replace Remote Control	\$ 20.00	Surge Protector	\$ 25.00
Modem	\$ 95.00	Battery Backup	\$ 50.00
FTTH ONT	\$300.00	Plume Pod	\$ 99.00

STANDARD INSTALL / EARLY TERMINATION FEES:

High-Speed Internet** \$99.95 per term CitiZip Fiber** \$399.00 Connection Fee
Aid in Construction pending drop requirement over 500' from Citizens' splice point

**Equipment used for Internet service may vary based on delivery method and connection with other Citizens' services (i.e., Video equipment). Additional fees may be required based on a composite credit score of 650 or under.

NONSTANDARD INSTALLATION: *Nonstandard installation includes services performed outside of Standard Installation and after initial installation; fishing walls, running and pulling wire, etc. Fishing of additional walls, where possible, is \$80.00 per hour plus material costs. Additional outlets may be installed after initial installation at a rate of \$99.00 per outlet.

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

NO WARRANTIES: Citizens makes no warranties, express or implied, in this document, or in any related agreement or



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otherwise, including but not limited to any warranty regarding the merchantability, fitness for any particular purpose, design, 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 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. Digital (VoIP) Telephone is not a lifeline service; therefore, operation may be interrupted due to a power outage or other natural disasters. Battery Backup (8-hour standby) may be provided at the time of installation or purchased for batteries up to 24-hour standby time.

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.

DISCOUNT TERMS AND CONDITIONS: Discounts for having multiple Citizens' services may be available. Federal, state, and local taxes and utility service fees are not included in the service price. Price includes monthly discount for use of electronic billing and/or discount for auto payment from bank or credit card account. If a paper invoice is requested, a \$3.00/month fee applies. A \$1.50/month fee also applies if auto payment is not used. Not all services and delivery methods are available in all areas.

STANDARD INSTALLATION DESCRIPTION: *Internet installation includes an Internet Modem and necessary wiring pulled to one central (existing) location where the Internet modem is located. For TV service: Citizens will install up to five media players during the scheduled installation. For new construction installation: Citizens will fish one wall outlet at no charge up to 14 inches high from the floor (standard receptacle height). Installation at existing or previously serviced address: Service will be installed at a known working outlet. Additional outlets may be installed at the time of initial installation or scheduled at another time at a rate of \$99.00 per outlet. Credit credentials apply. Battery Backup for VoIP is available upon request.

VALUE ADDED SERVICES DESCRIPTION:

Unlimited Long Distance** can be added to any residential landline or digital phone service. Notify Plus App: Replace a Call Tree with Notify Plus for only \$9.99 a month. Call, Text, and Email from this convenient App; requires a Citizens landline or digital phone service. **Rapid Response:** All customers are a priority to us, and our standards are to restore everyone as soon as possible. Phone and Internet services may be needed to run a business or to work from home. When there is a service outage due to inclement weather, natural disaster, or other unforeseen circumstances that deem restoration to be a priority for your business, home office, etc., you can ensure faster restoration with a Rapid Response Plan. Special first-year offer is \$30 per month. The recurring standard monthly price is \$50.

E911 ADDRESS INFORMATION: It is the mission of Citizens to provide you with quality service, excellent support, and advanced technology. While your primary residence is listed as your E911 address in our records, Citizens strongly suggests that you contact the local E911 Office at 540-745-9359 to obtain a separate address for any barns, garages, or dwellings that contain a phone line to ensure your safety. By obtaining a separate E911 address for additional phone lines located on your property, emergency services will know exactly where to respond when 911 is called in the case of an emergency. Once an E911 address is assigned, please contact Citizens at 540-745-2111 or 276-637-6485 to update your account records. Citizens has the right to refuse to maintain any line that is run from the NID/ONT to a separate structure on the property other than lines installed by Citizens. Lines installed by anyone other than Citizens will be indistinguishable from the primary residence



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for E911 purposes.

DELINQUENT ACCOUNT POLICY: All accounts/services are in default if they are unpaid at 30 days after the due date. If contracts are in default or otherwise breached, 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, the Customer's 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. Customer agrees that, in such event, the Customer shall be obligated to pay Citizens' reasonable collection expenses which may include but not be limited to, court costs, and collection fees which are charged by our the Company at such time as the account is turned over to said collection agency, and attorney's fees of twenty-five (25) percent on any unpaid balance at such time as the account is turned over to an attorney for collection.

Customer further agrees that all collection fees as mentioned herein shall not be deemed to be in the nature of a penalty for 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 the Code of Virginia and Federal Statutes. *Additional charges are covered under the Code of Virginia, Section 6.2-311. Charges by sellers of goods or services; Section 6.2-301; Legal rate of interest; and under Federal Statutes, 15 U.S.C. 1601, et seq

SATISFACTION GUARANTEE: If you are not completely satisfied with the quality of your Citizens residential or business service, simply return your equipment and deactivate service within 30 days of installation and activation to avoid early termination fees and to receive a full refund*. Purchases made by cash will be refunded by cash if returned within the same business day. Purchases made by check will be refunded by a refund check. Purchases made by a credit/debit card will be refunded to a credit/debit card. Credit or debit cards must be present at the time of refund. Check refunds will be sent to the original account holder within six (6) to eight (8) weeks of return.

ACKNOWLEDGMENT AND CONSENT REGARDING RECORDING & AUTOMATED COMMUNICATION SYSTEMS

I acknowledge that upon calling Citizens, my calls may be monitored and/or recorded. I also understand that automated systems may be used to contact me via voice, text, and email based on the contact information provided to Citizens. Full disclosure of all Citizens services is available at <https://citizens.coop/terms/>.

Member/Applicant Signature: _____ **Date:** _____
Signature verifies that all information above is correct



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