



SERVICE MAINTENANCE AGREEMENT

☐ Modem/ISW Maintenance Modem Lease \$6.95

☐ Inside Wiring Maintenance \$2.95* ☐ Modem/ISW Maintenance \$4.95

Hill Country Telephone Cooperative, Inc. hereinafter "HCTC" or agrees to provide and Customer or "Lessee" agrees to accept the Maintenance Service Agreement at the address specified below and/or on the equipment listed. The services provided will be billed at the monthly rates specified. The terms and conditions governing the provision of the services by HCTC are set forth on the *front and back* of this agreement.

The ***DSL Modem Lease/Maintenance Plan*** provides parts and labor coverage on-site. HCTC will replace DSL modems and/or filters. Repairs and/or replacements will be performed during HCTC normal working hours only. Customer agrees that HCTC is the owner of the equipment and/or product under this Agreement.

The ***Inside Wire (ISW) Maintenance Plan*** provides parts and labor coverage on-site. HCTC will repair or replace all parts or equipment, including labor, for standard telephone wiring and phone outlets inside your home. In order to qualify for the ISW Maintenance Plan, the inside wire and phone outlets must be installed by HCTC personnel (with no subsequent modifications) or pass an inspection (subject to an Inspection Fee). Should the inside wire and equipment not meet acceptable standards, the customer may elect to have any deficiencies corrected on a time and material basis. When HCTC is notified by the customer of service problems, HCTC technicians will identify the problem. If the problem is covered by the ISW Maintenance Plan, HCTC will repair or correct the problem in a reasonable manner. The Customer acknowledges that HCTC may reroute wire along baseboards and other locations to avoid replacement or repair of drywall, plaster or other materials and to avoid unnecessary work.

Agreement Effective Date: ____/____/____
Mo Day Yr

Agreement Term Date: ____/____/____
Mo Day Yr

Physical Address:

Name: _____

Street: _____

City/State/Zip: _____

Billing Address:

Name: _____

Street: _____

City/State/Zip: _____

ACCEPTED BY:

Signature: _____

Printed Name: _____

Date: _____

HCTC Telephone No.: _____

Definitions

Inside Wire (ISW) is defined as the wires that run from the demarcation point (usually a small box on the outside of the home) up to and including the telephone jacks inside the home. ISW does not include complex wires or wires that are connected to telephones or other equipment.

Exclusions

- Repair or replacement of the wire connecting the telephone or other equipment to the telephone jack.
- Rewiring after a home is destroyed or damaged by fire, flood, earthquake, Act of God, vandalism, gross negligence or willful damage.
- Initial installation of service and the installation of new jacks, new wiring or rewiring. These services will be performed at our regular installation and service rates.
- Wiring that runs between or among separate buildings, apartments or dwelling in a multi-tenant property. If customer resides in a multi-tenant building, campus or military housing, we suggest they discuss inside wire repair responsibility with the manager or owner.
- Repair or replacement of any inside telephone wire and telephone jacks not installed or existing in accordance with accepted industry standards as determined by HCTC.
- Repair or replacement of telephones or answering machines.
- Repairs or maintenance of inside wiring resulting from damages caused by negligence or willful intent by the customer.
- *Inside Wiring Maintenance is only available for phone only customers.

Terms

Monthly charges (billed one month in advance on the Customer's telephone bill) are based on the assumption that you will remain a Customer for the whole term of the Agreement. Cancellation of the Agreement prior to the Term Date will result in the remaining months of the contractual period being billed in full to the Customer.

At the end of the Term Date, this service will automatically be extended and billed on a month-to-month basis, at the then current monthly rates as determined by HCTC, unless cancelled by either party prior to the Term Date. At the end of the Term Date, the Customer may terminate the contract at any time. Upon cancellation, the pro-rata portion of any advance payments will be credited or refunded. Any taxes now or hereafter imposed upon the furnishing of the service and/or materials furnished under this Agreement, or on amounts received under this Agreement, shall be paid by Customer.

This Agreement will automatically become null and void, without further penalty to either party, if service becomes permanently disconnected.

HCTC may immediately, and without notice, suspend or discontinue this service if any misuse or abuse of the service occurs or if a hazard or danger to person or property exists which would prevent HCTC technicians from performing the work in a safe manner.

HCTC shall not be liable for any injuries to persons or property arising out of installations, maintenance or repairs performed in connection with this Agreement, nor shall HCTC be liable for any other damages including, but not limited to, indirect, incidental, special or consequential damages, arising from the Customer's use of or inability to use such equipment or products.

Lessee shall be entitled to use of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to HCTC by delivering the Equipment to HCTC in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

The Equipment is and shall remain the exclusive property of HCTC.

HILL COUNTRY TELEPHONE COOPERATIVE, INC.
P. O. Drawer 768 • Ingram, Texas 78025
830.367-5333 • 800-292-5457 • Fax 830-367-5993
www.HCTC.net