

BUSINESS

City of Waupaca Waupaca Online Agreement for Wireless Dedicated Internet Access

Customer Name: _____	Service Requested: <input type="checkbox"/> In City <input type="checkbox"/> Rural <input type="checkbox"/> Extended Area <input type="checkbox"/> Business Platinum 10 <input type="checkbox"/> Business Platinum 15
Billing Address: _____ _____	Bandwidth: (____) Mbps
Service Address: _____ _____	Activation Fee: <input type="checkbox"/> Up-front \$95
Phone Number: _____	Add your cell phone number for service updates: Cell Phone: _____ Email Address: _____

Waupaca Online Customer Agreement Overview

- ___ Each customer is entered into a speed queue for the level of service picked. Waupaca Online provides speed “up-to” the selected level. As a shared system this speed is not guaranteed at all times. Waupaca Online does make reasonable effort to ensure you get the speed you sign up for.
- ___ Customer acknowledges that Waupaca Online provides a 15-day window upon activation to use our service. If discovered during that 15-day window that service is not adequate the customer can immediately terminate without any penalties or activation fee.
- ___ Customer can end service at any time with 1 week (7 days’ notice). Customer acknowledges that the activation fee paid at installation does not cover the entire cost of installation and activation. The remaining installation costs are subsidized over the first six months of service. If a customer leaves after the 15 day trial period but before six months of service, a \$50 fee will be assessed to help recoup in the investment of service installation and activation. Waupaca Online management can waive this fee if deemed the reason for leaving is beyond the customer’s control.
- ___ Customer has been advised that modern computer equipment is needed for the best internet experience. Recommended equipment would include computers/laptops running Windows 7 or newer, or Mac OSX with 2gb RAM; tablets and smart phones. Older equipment should be able to get online but may not provide the best internet experience.
- ___ Customer has been advised that Waupaca Online’s monthly service fee includes 3Mbps bandwidth along with equipment replacement/insurance and technical support. If that equipment malfunctions, stops working or needs upgrading this is done at no additional cost to the customer, considering the customer has taken reasonable precaution for the equipment’s safekeeping. This fee also covers general service calls for troubleshooting and other internet related issues.
- ___ Customer has been provided a copy of Waupaca Online’s “Wireless Dedicated Access Agreement.” Customer agrees to review this agreement and abide to all terms and conditions. This agreement can be modified or updated; superseding this agreement with a current copy available at www.waupacaonline.net or by calling Waupaca Online to request a current copy.

The undersigned Customer hereby requests that the City install the Service. Customer acknowledges they received a copy of the Wireless Dedicated Access Agreement, which they will review and abide to all terms and conditions.

Customer Signature: _____

Name Printed: _____

Driver's License #: _____

Date: _____

Account No. _____

City Representative: _____

Copy of signed agreement provided to customer with first bill.

Waupaca City Hall
111 S. Main Street
Waupaca, WI 54981

Phone: 715.942.9919

Website:

waupacaonline.net

This Wireless Dedicated Access Agreement ("Agreement") is between the City of Waupaca ("City") and Customer.

1. **Service Description.** City shall provide Customer a dedicated wireless connection to the Internet from City's closest wireless point of presence (the "Service"). As a component of the Service, City shall also supply Customer with the use of equipment necessary to make a sufficient connection to the Internet.
2. **Applicable Fees.** Customer shall pay the fees stated in the attached fee schedule for the Service requested above. City reserves the right to modify the stated fees on giving Customer 30 days' written notice.
3. **Usage.** Customer agrees not to resell or redistribute access to the Service in any manner.
4. **Billing/Payments.** Customer's usage billing period begins on the 1st day of each month and ends on the last day of the month. A bill will be sent to Customer on the first business day of the month. Payments are due on the 20th day of the following month. Customer's account will be subject to termination if payment is not received within 10 days of the date payment is due.
5. **Activation Fees.** Customer acknowledges that activation fees are non-refundable if the wireless connection is operable and that activation fees are not refundable later than 15 days after installation. Activation fees are only refundable if the connection is not working within 15 days after installation.
6. **Late and Disconnection Fees.** A 2% per month late payment fee will be assessed on all past due amounts. Bills for service are generated and mailed to customers on the 1st business day of the month for the current month. If the bill is not paid by the 20th of the month a 2% per month late payment fee will be assessed on the past due amount and a disconnection notice will be sent to the customer. If the entire past due amount, to include penalties, is not paid by the 31st of the month the service shall be disconnected. To reestablish service after disconnection a \$50 reconnection fee shall be paid in full by the customer. If the service remains disconnected through the 31st of the next month WOL.net will retrieve all customer premise equipment to include endpoint antenna, DC injector, power supply and cable. If customer refuses to return these items or prevents WOL.net from entering the customer's premise to retrieve all hardware, the city shall begin collection action to recover from the customer all costs of the equipment plus associated labor costs. Should the customer decide to continue with service more than 30 days after disconnection the request will be considered a new installation and thus subject to the then new installation fee in place regardless if the equipment has been physically removed from the premise or not.
7. **Customer Back-Up Recommendation.** City does not warrant that the installation of Service will not disrupt the normal operations of Customer's computer or cause the loss of files. Therefore, City recommends that customer back-up all computer files prior to City's installation of wireless equipment at customer's site.
8. **Termination.**
 - a. City shall have the right to terminate this Agreement in the event it determines to discontinue providing wireless service to the public or it determines that Customer is in violation of any term of this Agreement.
 - b. Customer may terminate this Agreement within 15 days after the Activation Date identified above without penalty. Otherwise, Customer may end service at any time with 7 days' notice. This 7 day period allows staff to deactivate service, and collect equipment. Billing will end when the 7-day period ends or when all equipment is collected or returned, whichever is first.If a customer leaves after the 15 day trial period but before six months of service, a \$50 fee will be assessed to help recoup in the investment of service installation and activation. Waupaca Online management can waive this fee if deemed the reason for leaving is beyond the customer's control.
9. **Commencement Date.** This Agreement shall commence on the Service Activation Date identified above.
10. **Activation Delay.** Customer acknowledges that circumstances beyond City's control may cause a delay in activating Service, in which case the term of this Agreement shall commence on the date Service is activated. However, in the event the delay is due to Customer's failure to comply with this Agreement, the Agreement shall commence on the Activation Date.
11. **Ownership/Use of Equipment**
 - a. Customer agrees to use reasonable care to avoid damaging any City-supplied equipment and agrees not to move, relocate, alter, sell, lease, assign, encumber or otherwise tamper with any such equipment. All City-supplied equipment shall at all times remain the property of City and will be retrieved by City after termination of Service. If the receiver antenna is not in good working order upon Service termination, Customer will be charged up to actual purchase price for its replacement.
 - b. Customer is responsible for obtaining and installing a suitable and functional network interface card or wireless router to connect customer equipment to internet service.
12. **Support and Maintenance.**

- a. City will provide customer support which can be accessed by telephone or by electronic mail. Support will be provided for use of the Service via the software, hardware and equipment provided by City. City does not provide support for the Service when Customer uses other hardware or software. The telephone numbers and electronic mail addresses for support services are available both in printed materials and online. Printed materials may be obtained from City either in person or on the Internet at the addresses given below:
www.waupacaonline.net
- b. If Customer's use or modification of the software, hardware, or equipment supplied by City requires a visit to Customer's site for repair or correction, City reserves the right to charge Customer for the visit and labor required to correct the situation. City does not support hardware or equipment which it does not supply. City's point of demarcation in terms of hardware support and service is the equipment installed by City at Customer's site. Should City agree to assist Customer with troubleshooting or repairs to hardware or software beyond the point of demarcation, Customer shall hold City harmless for any and all malfunctions or hardware or software failures.
13. **Liability.** City is not responsible or liable for any of the following: (a) any obstruction(s) that might be erected or grow between Customer's antenna and City causing degradation or loss of service; (b) debris or ice on the antenna; (c) re-aiming the antenna later than 14 days after installation; (d) installing hardware and/or software in a different computer after initial installation; or (e) re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer.
14. **Obstructions.** Customer understands that wireless Internet connectivity requires direct radio line of sight and that any obstruction between City and Customer's antenna may block Customer's signal.
15. **Damages.** Under no circumstances shall City be liable for any indirect, incidental, special, punitive or consequential damages that result from Customer's use of or inability to access any part of the Internet or Customer's reliance on or use of information, services, or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, loss, theft, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.
16. **Use of Internet.** Customer hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with City and that it is a separate network of computers independent of City. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable local, state, national, and international laws and regulations.
17. **Lawful Uses.**
- a. Customer agrees to use City's network only for lawful purposes. The transmission of any material in violation of any federal, state, or local laws or regulations is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, material protected by trade secret, or material that is otherwise deemed by City to be inappropriate or improper, such as bulk e-mail messages.
- b. Customer also agrees to use City's network in accordance with City's policies for the Service, which policies shall be electronically posted and modified from time to time. Such policies prohibit the use of City's network: for excessive data transfer which interferes with other users; to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to other Customers; to, with respect to electronic mail messages, engage in sender address falsification, unauthorized relaying or spamming (sending of unsolicited, unwanted and/or unrequested electronic mail messages).
18. **No Warranties.** City makes no warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, miss-deliveries or service interruptions however caused. Use of any information obtained by City's network is at Customer's own risk. City specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.
19. **Interruption of Service.** Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of nature, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of Service.
20. **Indemnification.** Customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of taking Service, Customer agrees to indemnify and hold harmless the City of Waupaca, its council members, elected officials, commission members, and employees from any and all liability, loss, claims, costs, damages, fines, forfeitures, penalties, expenses (including reasonable attorney's fees), or lawsuits arising in any way from Customer's use of the Service or Customer's breach of any provision of this Agreement.
21. **Additional Terms.**
- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- b. This Agreement shall not be assignable by Customer.
- c. If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, Customer's and City's agreement on all other paragraphs will not be affected.
- d. This Agreement contains the entire agreement of the parties with respect to the matters covered under this Agreement.
- e. Customer acknowledges that this agreement can be modified; that the current version of this agreement will be available upon request and at www.waupacaonline.net and any revisions to this agreement will supersede the original agreement signed.

