

This Agreement constitutes the entire agreement between the Subscriber and RTITM("Company").

- **Company Equipment.** Set-top boxes and all other equipment delivered remain the property of the Company
- Company may, at its sole discretion, supply new or reconditioned equipment.
- Subscriber agrees to pay for all equipment repairs/replacements whether or not caused by Subscriber's negligent act, except such instances as may be necessary by reason of ordinary wear or by reason of manufacturer defect(s)
- Subscriber agrees to return all equipment upon termination of this Agreement. If equipment is not returned in satisfactory condition; the Subscriber is liable to Company for replacement cost and shall continue to be liable for monthly charges as though this Agreement had not been terminated.
- **Equipment Return.** Subscriber hereby agrees to return equipment to Company's office for full refund of deposit, less repair or damage fees, if any. Subscriber further understands if a Company representative is required to remove the equipment from Subscriber premises there will be a \$20 fee for retrieval.
- Company warrants the equipment is free from defects; and agrees to repair or replace any equipment found to be defective, but makes no additional warranty.
- Company assumes no responsibility for the condition, maintenance or repair of any television, computer or other receiver to which the equipment is installed
- **Hold Harmless.** Subscriber indemnifies and holds Company harmless from and any and all demands, legal claims or actions, including resulting legal/court fees arising from the installation or use of the equipment.
- **Installation & Maintenance.** Company provides and installs all materials necessary for delivering of video and/or data via the system to Subscriber premise equipment and as authorized by the franchise terms and other regulations under which Company operates. The installation will be in a good workmanlike manner.
- Company provides a maximum of 300' of outside wiring to connect the receiver for home video or data delivery and up to 8' of wiring for inside wiring. In the event Subscriber desires a receiver outlet to be located in an area which will require additional labor and/or materials than provided for in a normal* hook-up, the Company will perform such work for a reasonable extra charge.
- **Mode of Installation.** Company reserves the full right to install, maintain, service, repair and replace on the premises components of the system, including, but not limited to conduit, cables, connectors, amplifiers, guy wires, aerial wires, underground cable poles, risers, service boxes, terminals, and to trench, bore and mount brackets and fixtures in and about the premises and structures thereon, for the purpose of the Agreement.
- **Right of Entry.** Company, its agents and employees, shall at all reasonable times, pursuant to reasonable notice, have the right to go on the premises for the purpose of making periodic checks, adjustments, maintenance or repairs to any component of the system thereon as may be deemed necessary to the successful operation of the system.
- If the Subscriber is not the owner of the premises specified, Subscriber shall obtain an agreement for the property owner to indemnify and hold Company harmless from any and all claims of owner or interested parties arising out of the performance of this Agreement.
- Subscriber represents that either as the property owner or tenant of the premises, Subscriber is authorized to enter into this Agreement.
- **Right to Repair Breach.** All repairs, maintenance and modifications of the system shall be made only by Company or its agent. Subscriber agrees not to disturb, tamper with, reroute or in any way interfere with any component of the Company's system and Subscriber will not attach any electric, electronic or other device thereto, except a television or other electronic device approved by RTI personnel. The unauthorized connections or modification of said installation shall constitute a breach of this Agreement and thereupon Company shall have an absolute right to cancel this Agreement after proper notification and to remove its lead line from the premises. Subscriber shall forfeit all fees and charges previously paid up to and including the cancellation date.
- **Maintenance.** Company will maintain the system in working order and repair or replace any defective or parts worn out by reasonable wear and tear without charge but Company has no obligation to replace or repair parts of the system damaged by other than normal and reasonable usage thereof.
- **Modification.** Any modification of the installation requested by Subscriber after location on Subscriber's premises has been completed will be paid by Subscriber at the cost of materials and the regular established labor charge of Company for such work.
- **Service.** Company will maintain service personnel in the area as required by the cable communication system. If Subscriber desires information concerning the billing method used by the Company, or if the service provided by the Company is in any way substandard, Subscriber shall telephone such request for information or repair service directly to the Company during normal business hours.

- **Payment for Services** Payment for video and/or data service is due as printed on each billing coupon. Prepayment of bill(s) is allowed as a convenience to the Subscriber. In no event will prepayment in advance of the effective date excuse Subscriber from liability for rate increases as may from time to time
- **Taxes.** Subscriber agrees to pay all applicable Federal, State and local taxes and fees; which may in the future be imposed or levied on or with respect to the service charges and the installation.
- **No Liability for Events Beyond.** Company shall have no liability of any nature for any failure or interruption of service resulting from any circumstances beyond its control or when necessary to service equipment. Subscriber understands that in providing service, Company is making use of public rights of way within the city franchise authority and is also making use of poles owned jointly or separately owned. Company will use poles jointly owned and if any of these public rights of way and/or poles is in no way guaranteed. In the event the continued use of these public rights of way and/or poles is denied to the Company for any reason, the Company will make every reasonable effort to provide service over alternate routes.
- Subscriber agrees he/she will make no claim nor undertake any action against the Company
- **Assignment or Transfer** This agreement is not assignable by Subscriber. Any attempt by Subscriber to sublet, assign or transfer any of the rights, duties or obligations of Subscriber under the Agreement without written approval of Company is prohibited. Company's consent to one assignment subletting or transfer of rights, duties or obligations of Subscriber under the Agreement is not consent to future assignment, subletting or transfer. Assignment subletting or transfer without Company consent shall be void and shall at Company's option terminate this Agreement.
- **Returned Checks.** Subscriber will be charged \$20.00 for each check returned to Company from Subscriber's bank for any reason. Two incidents of returned checks for "Non-Sufficient Funds (NSF) constitutes a breach of this Agreement and is grounds for termination of service. Subscriber will only be eligible for service reconnection upon the cash deposit of one month's subscription price, which shall be subject to forfeiture, and service terminated upon subscriber's failure to make proper monthly remittance.
- **Breach of Agreement Disconnect Charges.** In the event of any breach of this Agreement by Subscriber or the failure of subscriber to abide by the rates, rules and regulations of Company, the service may be discontinued without notice at the option of the Company. Failure of Company to immediately remove equipment shall not be deemed abandonment. Furthermore, if Company is prevented from recovering its property because of some action or inaction, whether revocable or not, by the Subscriber, Company can at its option, charge Subscriber (*e.g. if subscriber does not permit Company to retrieve its property from Subscriber's premises*)
- **Attorney's Fees.** If action is brought to enforce collection or to preserve and protect any rights under this Agreement the prevailing party shall be entitled to recover reasonable costs and attorney's fees.
- **Warranty.** Subscriber understands and acknowledges that. a) Wireless connections cannot be expected to work properly if the router is located more than fifty feet (50'); b) from any of Customer's Devices; and c) Wireless connections are susceptible to interference from other devices in the vicinity that operate using; d) radio frequencies, including but not limited to, indoors, cordless phones and microwave ovens, and, outdoors; e) cellular telephone cell sites, microwave towers, and similar items.

* Normal Hook-up. Normal hook-up is not to exceed 300 feet of transmission cable from closest point of system to outlet location. Additional footage, as well as underground, concealed-in-the wall wiring, or other special types of construction, installation, or connection is billed on a time and materials basis at a rate not to exceed the existing loaded hourly rate.



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