

COMPANY Membership Agreement

Mission:

Organization:

Membership:

Definition of a Member:

1. Any person at least 18 years old or older and that has purchased a Membership and is in "Good Financial Standing" with the COMPANY.
2. "Good Financial Standing" shall mean that the Member has paid for their Monthly Internet Service fee within the last two (2) months, along with any late fees of (five) \$5 per month.
3. An "Activation" fee" for Membership is US\$30 payable to the COMPANY, which is non-refundable, non-redeemable and non-transferable.
4. A Membership will be held individually, and each Membership is entitled to one (1) vote in any COMPANY Member Meeting.
5. If a Member becomes disconnected from the service for lack of payment on the fees of the COMPANY, the Activation Fee for Membership must be paid again for admission back into the COMPANY.

Agreement:

By completing this agreement and making a Membership fee payment:

1. I am purchasing a Membership in the COMPANY which entitles me to one vote in any Membership Meeting, and other benefits of Membership so long as I remain a Member in good financial standing.
2. I am purchasing from the COMPANY, internet connectivity within the service area of the COMPANY at the rates adopted by the COMPANY Executive Board of Directors, as provided by the power delegated to them under the Articles of Incorporation and the By-Laws of the COMPANY.
3. I understand that these rates may be changed at any time with notice by the COMPANY Executive Board of Directors.

I am applying for Membership in the **COMPANY** and attest to the following “Terms of Membership”.

Terms of Membership:

1. I agree to comply with this Membership Agreement and with, as they currently exist or are later adopted or amended, the **COMPANY** Articles of Incorporation and Bylaws.
2. I grant the **COMPANY** and its Independent Contractors permission to ingress and egress my property to construct, operate, and maintain an internet connection to my service location.
3. I agree to indemnify and to not hold the **COMPANY** and their Independent Contractors legally responsible for any and all claims, loss, damage and expenses arising from injury to a Member (or members property), or persons working on said Members property who may touch, handle, try to repair or in any manner contact any of the poles, wires, antennas, and radios of the **COMPANY** .
4. I will maintain my Membership in good financial standing with the **COMPANY** .
5. I agree to fully pay all fees and or service charges required for Membership in the **COMPANY** .
6. If I am delinquent in my Monthly Internet Service fee to the **COMPANY**, I will not be eligible for **COMPANY** member benefits and may have my internet service suspended.
7. If my internet service is suspended, I understand that I will be required to pay the Membership Activation fee again in order to resume my Membership within the **COMPANY** .
8. I acknowledge the right of the **COMPANY** to terminate internet service for nonpayment of delinquent accounts, or for violating this agreement (or attached Code of Ethics) in any way, as further provided under its policies and procedures.
9. Memberships are non-transferrable in any way and to any other person or party.
10. The terms of this Membership Agreement may be modified or amended by action of the **COMPANY** Executive Board of Directors. Members shall be informed of any and all changes. The modifications or amendments shall apply from the date of the amendment or modification forward.
11. I have read and will abide by the **COMPANY** Code of Ethics document that will be provided along with this Membership Agreement. **** IF applicable****
12. The Member acknowledges that this document will constitute a contract between Member and **COMPANY** .
13. I have been informed of the plans and projections for the **COMPANY** and have had the opportunity to ask questions.
14. I will keep a copy of this Membership Agreement for my records.

COMPANY Release Statement:

1. The **COMPANY** and their Independent Contractors are hereby released from any liability or damage which may result from the suspension or termination of internet service to the member should he/she fail to abide by the above terms of Membership within the **COMPANY**.
2. The **COMPANY** and their Independent Contractors are hereby released from all liability for any and all loss incurred to the Member by reason of any interruption in internet service which is caused by storm, fire, flood or other Acts of God, or acts of Public Authorities, or from any cause whatsoever beyond the reasonable control of the **COMPANY**.
3. The **COMPANY** and their Independent Contractors are hereby released of any liability and damage to Member's Property due to failure of the internet service and hardware for anything which is caused by storm, fire, flood or other Acts of God, or acts of Public Authorities, or from any cause whatsoever beyond the reasonable control of the **COMPANY**.
4. The **COMPANY** and their Independent Contractors are hereby released of any liability or damage to a Member's property during the install/maintenance process should the internet service installation and hardware fail, which is not within the reasonable control of the **COMPANY** and their Independent contractors.
5. In the event a shortage of internet connectivity should develop in the internet service supply of the **COMPANY** for any reason, the Member accepts and agrees to the right of the **COMPANY** to curtail, schedule, limit or interrupt service of the Member during the critical time when such curtailment is unavoidable.
6. Scheduling, limitations or interruption shall, in the judgment of the **COMPANY** be required to apportion the available internet to all members should an interruption in internet service connectivity occur.

_____ (Print) Name of Member

_____ (Sign) Member

_____ Address

_____ Email

_____ Phone Number

_____ Date