



Business Class Internet Services  
6135 STATE HWY 115, SUITE 1B  
CLARKESVILLE, GA 30523  
P 706 770 2022  
F 866 293 5961

## FIBER INSTALLATION / INTERNET SERVICE AGREEMENT

### Contact Information

Customer Account Name: Dawson County Government - Courthouse  
Physical Property Address: 25 Justice Way  
City: Dawsonville State: GA Zip Code: 30534  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Billing Contact Person: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_  
Billing Email (used for sending/receiving monthly invoices and account information): \_\_\_\_\_  
IT Contact Person: Cameron Burt Telephone: ( 678 ) 936 - 2503  
IT Email (used by NGN Connect technical support): \_\_\_\_\_

### Small Business Shared Internet Service Plan Information

- ☒ **Gig Data Plan for \$500/month (Limited Availability):** includes Gig service, 1 Static IP Address  
Gig maximum typical speeds range between 500 Mbps and 950 Mbps. Actual Internet speeds may vary **and are not guaranteed**. There are several factors that may impact the speed customers receive. See "How to Get the Most from Your Fiber Connection" on [ngnconnect.com](http://ngnconnect.com) for more information.
- ☐ **Additional Static I.P. Addresses 5 for \$25 per Month**  
**(initial) Customer Responsibilities:** Customer agrees to provide a penetration through an exterior wall with a 3/4" grey PVC sleeve that extends 2" beyond the surface of the exterior of the building at a location agreed upon by NGN Connect. A 120VAC outlet will be required at the equipment location inside.

### Agreement Information

This service agreement between Georgia Communications Cooperative Internet Service(s) dba NGN Connect, the Customer does hereby agree to an initial term from execution to December 31, 2016 and that the agreement may be automatically renewed for one-year terms, unless either party gives notice of termination. This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing 30 days' notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided in the contract. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided in the contract. This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

Customer is requesting fiber delivered Internet service(s) at the data rate selected in the agreement above. The monthly rate will be billed by NGN Connect. Customers using shared bandwidth Internet service(s) must be aware that shared type service is not designed for use with any long-term and/or continuous streaming service(s). Customers using long-term and/or continuous streaming service(s) on shared type plans are aware that available bandwidth for data use may be greatly diminished and NGN Connect is not liable for performance problems resulting from such streaming service(s). Customer agrees that continuous service cannot be guaranteed, and that critical communications may require redundant equipment and paths that are not included in this agreement.

Customer understands and agrees that it may not share or resell this service. Doing so may result in immediate disconnection and termination of this agreement. Customer agrees to the terms of the Acceptable Use Policy located at [www.ngnconnect.coop/policy](http://www.ngnconnect.coop/policy).

**Installation:** Contracts are not considered binding until NGN Connect / North Georgia Network (NGN) Engineer approval. Upon Engineering department approval, NGN Connect / NGN will be responsible for installation of wireless/fiber service up to the CPE (Customer Premise Equipment). NGN Connect / NGN does not provide support service for Customer's LAN (Local Area Network). Customer understands some LAN configuration work may be required to support Internet service. Such configuration effort shall be the sole responsibility of the Customer. Customer also understands they are responsible for wiring from the CPE to Customer's LAN. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Connect or its designated installer.

**Note:** In the case of installation procedures that exceed regular standard service, the Customer will be charged at the current hourly rate. Additional installation charges may include, but are not limited to, inside wiring, LAN and WAN (Wide Area Network) configurations, etc. Customer grants NGN Connect and its contractors the right to construct, dig, operate, access and maintain fiber-optic lines and associated pedestals, or other apparatus necessary for fiber service installation. Customer grants NGN Connect and its contractor's easement to and from installed equipment for purposes deemed necessary by NGN Connect including but not limited to providing service to surrounding customers. The undersigned does not convey any land, but merely grants an easement for such fiber-optic facilities. The benefits and considerations of such fiber-optic installation shall inure to any successors and/or assignees of NGN Connect or the consumer. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Connect or designated its installer.

**Equipment:** NGN/NGN Connect will install the necessary Interface Device to provide Internet services. Should the Customer modify the Interface Device to the extent service is interrupted and, at the request of Customer, it becomes necessary for NGN/NGN Connect to restore service because of Customer modifications, Customer will incur an hourly rate for service restoration. All Interface Device and associated equipment remains the property of the NGN. Should the Customer terminate this Agreement for any reason, any outstanding Internet service unpaid balance must be paid through the date of service termination. Upon expiration of the initial term of this Agreement, the agreement shall automatically renew in One (1) Year increments at the customer's existing monthly recurring rate unless Customer provides written notice of non-renewal 30 days prior to such expiration. Customer consents that this agreement may be assigned or otherwise transferred to NGN or its designee, including all rights and responsibilities, in whole or in part, at any time, upon written notice to Customer.

Customer Signature: Mike Berry (sign) Date: 9/26/2016  
Authorized NGN Signature: Cameron Burt (sign) Date: 9.20.16