



# Panora Cooperative Cable Powerhouse Cable Internet Customer Service Application

## Customer Information

Name (1) \_\_\_\_\_  
Name (2) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

## For Office Use Only

\_\_\_ Bagley                      \_\_\_ Linden  
\_\_\_ Jamaica                    \_\_\_ Yale

## Internet Security Services

\_\_\_ SecureIT Plus  
    \_\_\_ One (1) computer - \$9.95/mo,  
    \_\_\_ Add'l computers - \$6.95/mo/computer

## Internet Service

\_\_\_ Powerhouse Cable Internet 1 Meg service (1024/512 kbps): \$39.95  
\_\_\_ Powerhouse Cable Internet 1 Meg service with Basic Cable: \$35.00  
\_\_\_ Powerhouse Cable Internet 2 Meg service (2048/512 kbps): \$59.95  
\_\_\_ Powerhouse Cable Internet 2 Meg service with Digital Cable: \$55.00

## Computer OS

\_\_\_ PC (Win 2000, XP, Vista)  
\_\_\_ Apple (Mac OS X)  
\_\_\_ Linux  
\_\_\_ Other

## Email Accounts

Preferred username (15 characters maximum): \_\_\_\_\_ Mother's Maiden Name: \_\_\_\_\_

### Four (4) additional e-mail accounts at no charge

|   |                  |
|---|------------------|
| 1 additional e-mail address username: _____ | Real name: _____ |
| 2 additional e-mail address username: _____ | Real name: _____ |
| 3 additional e-mail address username: _____ | Real name: _____ |
| 4 additional e-mail address username: _____ | Real name: _____ |

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## I am interested in these data services.

\_\_\_ Computer Network (LAN) Setup  
\_\_\_ Website and Email Hosting Services  
\_\_\_ Website Design and Programming

## Networking Hardware

\_\_\_ Netgear WGR614 Wireless Router (\$69.95)  
\_\_\_ Netgear Wireless USB Adapter (\$53.95)  
\_\_\_ Netgear 5-port Switch (\$29.95)

Monthly service fee includes use of Panora Telco equipment. Ownership is retained by Panora Telco. While the equipment is in the customer's possession, customer will be responsible for insuring the equipment against all risk of physical damage for no less than its value (\$99.95), naming Panora Telco as sole loss payee.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Contract for Powerhouse Cable Internet Services**

**THIS CONTRACT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Panora Cooperative Cable of Panora, Guthrie County, Iowa (hereinafter referred to as "Provider") and "Customer" hereinafter identified.

**Witnesseth**

1. Provider hereby agrees to provide Powerhouse Internet Access Service (hereinafter "Service") to Customer upon the terms and provisions hereinafter provided.
2. Customer hereby selects (by indication with his/her initials and date) one of the following options for Powerhouse Cable Internet services:

\_\_\_\_\_ Customer hereby agrees to pay to Provider the sum of \$39.95 per month (\$35.00 if service is used at the same time as Basic Cable service), for 1 Meg service beginning on \_\_\_\_\_. Said monthly fee is billed on the first of each month, and due and payable on the 20th day of each month.

\_\_\_\_\_ Customer hereby agrees to pay to Provider the sum of \$59.95 per month (\$55.00 if service is used at the same time as Digital Cable service), for 2 Meg service beginning on \_\_\_\_\_. Said monthly fee is billed on the first of each month, and due and payable on the 20th day of each month.

3. The hardware furnished hereunder is warranted to be free from defects in material and workmanship for a period of 12 months from date of installation. Provider will, at Provider's expense and option, either repair or replace the defective equipment hardware provided that Customer has notified Provider and upon inspection, Provider has found such hardware to be defective and covered by this limited warranty. The Customer's sole and exclusive remedy hereunder will be limited to repair or replacement. If Customer requires warranty service other than during Provider's normal business hours, such service will be provided on a best effort basis, at Provider's then current hourly rates and terms for service outside normal business hours.

Provider will not honor this limited warranty where hardware has been subjected to physical abuse or used with defective or incompatible equipment, or where damage occurs due to acts of God, including but not limited to lightning or other forms of power fluctuations.

The limited warranty set forth here is in lieu of all other warranties, express or implied including without limitation any warranties of merchantability or fitness for a particular purpose. In no event shall provider be liable for any direct, indirect, incidental or consequential damages resulting from any defect in the hardware even if Provider has been advised of the possibility of such damages.

4. In the event of default of payment of amounts due by Customer to Provider, Provider may terminate service at any time thereafter, including during the minimum term provided for in Paragraph 2 above.
5. Should Customer fail or refuse to carry out the terms of this Contract, or to make payments specified herein, this Contract may be terminated by Provider and Provider may initiate legal proceeding to enforce this Contract, including collection of amounts owed. Customer shall pay any and all legal fees and costs, including reasonable attorney's fees, incurred by Provider in the enforcement of this Contract. Interest on unpaid amounts shall accrue from the date owed at the legal rate as provided by Iowa law. Customer waives any requirement for Notice and Demand of unpaid amounts owed.
6. This Contract shall be governed by the laws of the State of Iowa and any action to enforce this Contract shall be commenced and conducted in Guthrie County, Iowa. Customer hereby consents to the jurisdiction of the Guthrie County, Iowa, Circuit Court.
7. Customer agrees to comply with the terms governing use of the Provider network, as they may change from time to time. Any changes to the terms governing use of the Provider network will be posted as warranted on the Provider ([www.panoratelco.com](http://www.panoratelco.com)) and netINS ([www.netins.net](http://www.netins.net)) websites.
8. By accessing and using the Provider computer systems, Customer is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject users to criminal prosecution and penalties. Customer agrees to indemnify Panora Provider against liability for any and all use of user's account.
9. This agreement shall be governed by and construed in accordance with the laws of the state of Iowa applicable to contracts to be performed entirely within the state.

**ACCEPTED:**

CUSTOMER (S)

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_