



Panora Communications Cooperative Powerhouse DSL Internet - Residential Customer Service Application

Customer Information

Name _____
Address _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____

For Office Use Only

No Contract
 12-month Contract | Date taken: _____

Internet Security Services

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

Internet Service

Powerhouse DSL Internet 1.0 Meg service (1024/512 kbps): \$ 49.95
 Powerhouse DSL Internet 1.5 Meg service (1536/512 kbps): \$ 89.95
 Powerhouse DSL Internet 2.0 Meg service (2048/512 kbps): \$109.95

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 DSL INTERNET SERVICES

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

Witnesseth

1. Provider hereby agrees to provide Powerhouse DSL 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 service:

_____ Customer hereby agrees to pay to Provider for Service for a minimum term of **12 months** beginning on _____. Said monthly fee is billed on the first of each month, and due and payable on the 20th day of each month. In addition to providing service, Provider will provide Customer with a DSL modem and line filters (a \$99.95 value waived with a 12-month agreement). If Customer discontinues service before satisfying the 12-month agreement, then Customer must return DSL equipment or Customer will be assessed a \$99.95 equipment fee. Additional fees may apply. See item #3 below.

_____ Customer hereby agrees to pay to Provider for Service beginning on _____. The monthly fee is billed on the first of each month, and is due and payable on the 20th day of each month. In addition to providing service, Provider will sell to Customer a DSL modem and filters for a one-time fee of \$99.95.

3. Customer agrees to pay a one-time activation fee of \$99.95, collected on the signing of this contract. The fee is waived if 12-month agreement is chosen. If Customer discontinues Powerhouse DSL service before 12-month agreement is satisfied, the \$99.95 activation fee will be assessed. After the completion of the minimum term, Customer may terminate service by giving notice to Provider.

4. 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.

5. 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.
6. 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.
7. 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.

ACCEPTED:

CUSTOMER (S): _____

Address: _____

Date: _____