

Contract Service Agreement

This Contract Service Agreement is by and between VolFirst and City of Crossville. This agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate tariffs.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment (“Service”). The rates, charges, and conditions described in the Attachment are binding upon Company and Subscriber for the duration of the Agreement. For the purpose of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution of both parties. For purposes of the determination of any service period stated herein, said service period should commence the date upon which installation of the service is completed, or in the case of existing service, upon execution by both parties.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
3. If Subscriber cancels this Agreement prior to the completed installation of Service, but after the execution of the Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs that would apply if Company had completed the work in the implementation of the Agreement.
4. If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agree to by the Company and Subscriber and set forth in the Agreement.

PRIVATE/PROPRIETARY

**CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED
OR DISCLOSED OUTSIDE VOLFIRST EXCEPT PURSUANT TO A WRITTEN AGREEMENT.**

Customer Initials _____
Date _____

5. Except as otherwise provided in the Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to which all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company:
VolFirst
205 O'Brien Dr.
Crossville, TN 38555

Subscriber:
City of Crossville
99 Municipal Ave
Crossville, TN 38555

6. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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**Contract Service Agreement
Monthly Rates and Non Recurring Charges**

Rates and Charges

Rate Elements	Non-Recurring	Recurring
PRI – 12 months CSA rate	\$600.00	\$625.00
FCC Multi Access Chg \$9.20 x 5		\$ 46.00
Cumberland Co 911 Bus \$2.75 x 23		\$ 63.25
DID #'s (40 @ \$6.80)		\$ 6.80
FCC-ISDN-PRI Port Charge \$59.21		\$ 59.21
Access Recovery Charge \$1.00 x 5		<u>\$ 5.00</u>
Total:		\$805.26

Service Availability

The design, maintenance, and operation of the services provided herein is intended for communications originating and terminating from customer's premises to the normal service wire center.

Service Commitments

- A. Customer agrees to purchase and maintain PRI service.
- B. Failure to maintain the minimum service commitment for stated amount of time will result in the remaining service provided to current tariff rates.

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Contract Service Agreement

Offer Expiration: N/A

Estimated service interval following acceptance date: TBD

Service Description: PRI

This Agreement is for one year (12) months.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

Accepted by:

Subscriber: City of Crossville

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company: VolFirst

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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