

**MECOSTA COUNTY COMMISSION ON AGING & ACTIVITY CENTER**12954 80th Avenue Mecosta, MI 49332 P: 231-972-2884 F: 231-972-4735 www.mecostacounty.org/mccoac

To: Paul Bullock, County Controller/Administrator
Mecosta County Board of Commissioners
From: Cynthia Mallory, Director
Date: 03/02/2021
RE: New contract with Point Broadband

We currently have 5mb/768k internet speeds with Point Broadband, formerly Casair. As we are in need of a faster internet connection to run Zoom classes for exercise programming, we have been assured that the attached upgrade will be more than enough to handle the job. Point Broadband stated if we sign a 3 year contract they would upgrade us to 50mb/10mb for the same monthly price of \$99.95.

Please find the contract attached for your review and signature. Thank you for your attention to this matter.

COMPANY INFORMATION

Name	Mecosta County Commission on Aging
Address	12954 80th Ave
City/St./Zip	Mecosta MI 49332
Phone	(231) 972-2884

TECHNICAL AUTHORIZED CONTACT

Name/Title	Cynthia M. Mallory
Phone	(231) 972-2884
Email	cynthia.mallory@mccoasc.org

BILLING AUTHORIZED CONTACT

Name/Title	Melissa Wilkinson
Phone	231-972-2884
Email	melissa.wilkinson@mccoasc.org

SERVICES

Description	50mbps x 10mbps LOS Wireless Internet Service
Monthly Rate	\$99.95
Installation	NA
Terms	36 Month
Add. Costs	

ON-SITE EQUIPMENT

Equipment:_____ Manufacturer:_____ Model:_____ Serial:_____

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TERMS AND CONDITIONS

Agreement. The terms and conditions of this Agreement shall govern the relationship between you ("Customer") and Point Broadband, LLC ("Point Broadband, LLC"), (Point Broadband, LLC, a Michigan Corporation and its assigns and operators). Point Broadband, LLC provides its services, as they may exist from time to time ("Services"), to Customers who establish an account with Point Broadband, LLC. By establishing an account or using any software provided, developed, licensed or owned by Point Broadband, LLC, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and other Point Broadband, LLC policies posted on our web site, <https://point-broadband.com/legal-regulatory/>. This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreement between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party.

Terms. In order to keep our installation costs low to you, Point Broadband does not accept any liability for damage done due to the installation of your service. This includes, but is not limited to, underground sprinkler systems, dog fences, satellite systems, yard lights, and driveways. The initial term begins with the first day of available services. For this Agreement, available services are defined as the successful delivery and testing of services to the demarcation point at the customer's premises and provisioning of the port. The first day of available services is considered the anniversary date and each subsequent month will be billed on the anniversary date. Subscriptions will renew automatically on a month to month basis with the terms and conditions stated herein; unless cancelled prior to the start of new service term by either party upon sixty (60) days written notice. Once a new service term has begun, refunds are not granted after the initial refund period of thirty (30) days has passed.

Policies. Point Broadband, LLC is a licensed CLEC to do telecom business in the State of Michigan under MPSC rules. Policies, rules, requirements, and prices change from time to time. Customer agrees to comply with these changes with or without notice.

Rates. Recurring charges will commence after Customer has been notified of the successful installation of available service(s). Recurring charges shall be invoiced monthly. One time charges will be included on the invoice for applicable installation, integration or hardware charges or changes to services directed by the Customer.

Payment Obligations. Customers must (1) provide Point Broadband, LLC with accurate and complete billing information including legal name, address, email or telephone number and credit card/billing information, and (2) report to Point Broadband, LLC all changes to this information within 30 days of the change. All charges are considered valid unless disputed in writing within 60 days of the billing date. Adjustments will not be made for charges that are more than 60 days old. Charges are pre-billed to Customers at the beginning of payment period for the applicable service plan and any additional usage or services from the previous period. Point Broadband, LLC is not responsible for any charges or expenses resulting from charges billed by Point Broadband, LLC (e.g., for overdrawn accounts, exceeding credit card limits, etc.). Delinquent accounts may be suspended or canceled at Point Broadband, LLC's sole discretion; however, charges will continue to accrue until the account is canceled and collection fees, late charges or other similar fees may be added. Point Broadband, LLC may bill an additional charge to reinstate a suspended account. Accounts in default are subject to a flat fee of \$25 per month, or an interest charge of 1.5% per month or the Customer's state legal maximum allowable rate. If the Customer defaults, the Customer is to pay Point Broadband, LLC its reasonable expenses, including attorney and collection fees, incurred in enforcing its rights under these Terms and Conditions. An act of default accelerates payments to be due immediately, as credit is no longer being extended.

Early Termination. Agreement may be terminated by Customer upon sixty (60) days written notice. Penalty for early termination is 50% of the remaining value of contract along with payment of any discounted or waived one time charges at time of installation.

Terms of Use. The Point Broadband, LLC Internet services provided to the Customer by the Point Broadband, LLC may only be used in accordance with all applicable laws, statutes, regulations and rules in accordance with the AUP (Acceptable Use Policy),

located on the Point Broadband, LLC's website at: <https://point-broadband.com/legal-regulatory/>, and solely for lawful purposes. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trade mark, privacy or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Contract to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort or to otherwise use the Point Broadband, LLC Internet services for any illegal or unlawful purpose. The Customer is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber's use of the Point Broadband, LLC Internet services, (ii) to the use of any networks connected to the Point Broadband, LLC Internet services, and (iii) to the communications means by which the Customer connects their modem, PC, terminal or other equipment to the Point Broadband, LLC Internet service.

Installation of Equipment. Point Broadband, LLC shall be responsible for the installation of any equipment it provides to the Customer. The Customer shall provide secure, adequate space and AC power for the equipment.

IP Addresses. IP addresses are not portable and not assigned for independent administration or distribution. Customer understands IP assignments are not guaranteed and may be modified as required by Point Broadband, LLC and/or the American Registry for Internet Numbers ("ARIN").

Assignment. Customer may not assign his/her rights under this Agreement without Point Broadband, LLC's prior written consent. All of the terms and provisions of this Agreement shall be binding upon and enforceable by the successors and assigns of the parties of this Agreement.

E911 Calls. E911 calls are designed to normally send all Customer information to the local emergency center. During a 911 call you may need to speak to an operator who does not have your information. E911 calls may not function in the event of a power outage and a battery backup source will be required by the customer to provide power to the ATA device.

Support. Internet and Phone support will be available seven (7) days a week from 8:00am – 8:00pm. Support is available live Monday through Friday between 8:00am – 5:00pm. Any other hours outside of the live support will be handled through voicemail or email. Any method of offline support automatically creates a ticket in queue for a response within 24 hours, with business customers getting priority response. Point Broadband also provides 24 hour monitoring services for all business connections.

Regulatory Requirements. If the FCC (Federal Communications Commission), state Public Utility or Service Commission or a competent jurisdiction, issues a regulation, rule, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including taxes, surcharges or rates, then this Agreement shall be deemed modified in such a way as consistent with the form, intent or purpose of the ruling.

Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fire, flood, explosion, sabotage, labor strike, storms or similar catastrophes, acts of terror, material shortages or unavailability, war or civil disorder, any government laws or regulation having any jurisdiction over either of the parties. Notwithstanding anything to the contrary set forth herein,

Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any event consistent with the form, intent or purpose of the ruling.

Limited Warranty: With respect to the equipment described in this Agreement, the Point Broadband, LLC warrants that it will repair or replace any defective equipment during the term of this Agreement at its sole cost and expense, provided that notice of such defect is given to the Point Broadband, LLC not later than 24 hours after the occurrence and provided further that such defect does not arise from the abuse, misuse or neglect of the Customer or from damage or loss occurring because of theft, fire, wind, lightning, or other hazard. Except for certain services and products specifically identified as being offered by Point Broadband, LLC, Customer recognizes that Point Broadband, LLC does not control any information, materials, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be considered offensive or inappropriate. Point Broadband, LLC has no control over and accepts no responsibility for such materials. Customer will assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the usefulness, completeness, and accuracy of all services, products and other information, and the quality and merchantability of all merchandise provided through the Internet or the service.

Disclaimer Of Warranties: No warranty is made by the Point Broadband, LLC regarding information, service or product provided though, in connection with Point Broadband Internet Service. Point Broadband, LLC hereby expressly disclaims any and all warranties other than those specifically set forth above, including without limitation: (I) Any warranties as to the availability, accuracy, or content of information, products, or services; (II) Any warranty of merchantability; and (III) Any warranty of fitness for a particular purpose regarding any merchandise, information or service provided through Point Broadband, LLC or the Internet. Customer expressly acknowledges that there are, and assumes all responsibility related to, the security, privacy and confidentiality risks inherent in wired and wireless communications and technology and Point Broadband does not make any assurances or warranties relating to such risks. No information or advice given by Point Broadband, LLC or its representatives shall create a warranty. Any statements made in manuals, packaging, vendor information or other documents, or by any of Point Broadband, LLC's agents is provided for informational purposes only and not as warranties by Point Broadband of any kind. Point Broadband, LLC does not warrant that the services will be free of viruses, uninterrupted, error free or free of other harmful components.

Limitation Of Liability: Any liability of the Point Broadband, LLC, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the Customer to the Point Broadband, LLC for the current month.

Indemnification. The Customer agrees to indemnify and hold harmless the Point Broadband, LLC, its officers, shareholders, agents and employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of actions, attorney fees, litigation and court costs resulting from the Customer's use of the Point Broadband, LLC Internet services in any manner, whether directly, indirectly or by any act of commission or omission.



BUSINESS SERVICE ORDER

Customer Representative Signature

Printed Name

Title

Date

Point Broadband, LLC Representative Signature

Printed Name

Title

Date