

Inside Wire Maintenance Agreement

This Agreement, made on this _____ day of _____ 200____, is by and between Farmers Mutual Telephone Company (Provider) on the one hand, and _____ (Customer) on the other hand.

1. **Scope of Agreement.** The Provider agrees to provide on-premise Inside Wire Maintenance to Customers enrolled in the Farmers Mutual Telephone Company and Internet Service Agreement, on terms and conditions agreed to herein.

2. **Duties and Responsibilities of Provider.** The Provider agrees to provide maintenance of customer inside wire and data or telephone outlets used in connection with service provided by Farmers Mutual Telephone Company.
 - 2.1 If a problem is found to be caused by customer owned equipment or wiring including associated data or telephone type outlets, no labor charges will be incurred to isolate the problem.
 - 2.2 Provider will replace or repair as necessary faulty inside wiring and associated outlets at no charge provided however that the faulty wiring was properly installed per the National Electric Code.
 - 2.3 Provider will invoice customer monthly for the Maintenance Agreement Service.
 - 2.4 Provider will not be responsible for any delay in delivery or performance of any of it's responsibility due to acts of God, acts or omissions or any other occurrence commonly known as force majeure.
 - 2.5 Provider reserves the right to terminate this agreement without notice, if there is reason to believe that the Customer is in any way violating any of the terms of this agreement.

3. **Duties and Responsibilities of Customer.**
 - 3.1 Customer agrees to pay Maintenance Agreement monthly charges in accordance with policies established by Provider.
 - 3.2 Customer agrees to be responsible for contacting Provider and arranging premise visits during regular business hours, as established by Provider.

4. **Term and Termination of Agreement.** This Agreement will become effective on the date it is accepted by the Provider. The Initial Term of this Agreement is one (1) year and shall continue thereafter on a month-to-month basis. Except in cases where no on-premise services were provided, if the customer terminates this agreement before the expiration of the Initial Term, an early termination fee equal to the total charges for the remainder of the term will apply. After the Initial Term either the Customer or Provider may terminate this agreement upon 30 days written notice.

5. **Rates.** The Customer will pay Provider on a monthly basis, the sum of \$ 4.00 for Inside Wire Maintenance. Rates will not change during the initial term however, after the initial term, Provider may change rates upon 60 days written notice.

6. **Indemnification.** The Customer agrees to indemnify and hold harmless the Provider, and their subsidiaries and affiliates, officers, agents and any members from and against any and all claims, demands, actions, suits, proceedings, losses, damages, costs, and expenses.

7. **Limitation of liability.** In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that the Customer's remedies under this agreement fail of their essential purpose, the customer expressly agrees that under no circumstances shall total liability of Farmers Mutual Telephone Company to the Customer or any party claiming by, through or under the Customers for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by the Customer for use of the Service under this Agreement during the twelve month period preceding to the date such claim arose.

Customer Signature: _____ Date: _____

Printed Name: _____

Farmers Mutual Telephone Company:

Signature: _____ Date: _____

Title: _____