



**Tularosa Communications, Inc.**  
**1200 N. White Sands Blvd, Suite 106**  
**Alamogordo, NM 88310**

**REGISTRATION**  
**Phone: (575) 585-2700**  
**Fax: (575) 585-8208**

**HSI / Internet Agreement**

**Customer Information**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Phone No # \_\_\_\_\_

Business Name \_\_\_\_\_ Drivers License \_\_\_\_\_ State \_\_\_\_\_ D.O.B. \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email User Name \_\_\_\_\_ Password \_\_\_\_\_

HSI/Internet Service Selected \_\_\_\_\_ Monthly Rate \_\_\_\_\_

Rent Modem \_\_\_\_\_ Serial Number/Type \_\_\_\_\_

Contract Term \_\_\_\_\_ Activation Fee \_\_\_\_\_

\* System Requirements Must have a working PC and a working network card (NIC).

Internal Purposes Only

Date Ordered \_\_\_\_\_ Service Rep \_\_\_\_\_ Scheduled Start Date \_\_\_\_\_

Modem Received \_\_\_\_\_ Serial # \_\_\_\_\_

Dial Up \_\_\_\_\_ HSI \_\_\_\_\_ Wireless \_\_\_\_\_ Other \_\_\_\_\_

Authorized signature below indicates that you have read and agree to the TCI Internet Terms & Conditions as described on this document.

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

Printed Name \_\_\_\_\_

**High Speed Internet (HSI) Terms and Conditions**

TCI's general terms and conditions can be found at [www.tbtc.net](http://www.tbtc.net) in the Document Center. Following are the HSI Terms and Conditions applicable for all of TCI's High Speed Internet (HSI) services (HSI Service). TCI's general terms and conditions are incorporated into this Agreement by reference and also are applicable to HSI services to the extent they are not inconsistent with the HSI Terms and Conditions set forth below. Please read the following HSI Terms and Conditions of this Agreement carefully. By using the HSI Service, Customer becomes an authorized user under the terms of this Agreement.

TCI provides HSI Services over the telephone line provisioned by Tularosa Basin Telephone Company (TBTC). HSI Service is available on a tiered basis; actual speeds may vary. All charges incurred under this Agreement are in addition to other services provided by TBTC or TCI, i.e., telephone service, long distance service, domain hosting, and related taxes and surcharges. The HSI Service is non-transferable.

TCI will make reasonable efforts to provide HSI Service on Customer's requested start date. The Service and payment obligations under this Agreement will begin on the date Customer has received notification indicating the HSI Service has been tested and is ready for use. If, after Customer has pre-qualified to receive the HSI Service, TCI determines that it is unable to provide the HSI Service to Customer's premises, this Agreement will become null and void. Customer will be responsible for providing its own personal computer that meets the requirements to support the HSI Service.

(Continued on reverse)

## High Speed Internet (HSI) Terms and Conditions (Continued)

The HSI Service is offered in accordance with the monthly rates and one-time fees identified in this Agreement, upon placing the Customer's order for the Service. Rates and fees shown do not include applicable taxes. TCI reserves the right to alter the pricing terms or add new billing options (such as usage-based billing) for the Service upon one month's prior written notice. Should such a pricing change occur, the customer may, within 30 days, choose to terminate this Agreement without incurring any of the early termination fees identified below.

Payments are due monthly in advance commencing upon the Service start date. Customer may increase the bandwidth at any time during the term, and will be responsible for the increased monthly rate commencing on the first day of the Service upgrade until the first anniversary of the Service start date. Non-payment of HSI Service charges will result in collection efforts and termination of service.

All equipment(s) furnished by TCI remains the property of TCI even though located on the Customer's premise unless a purchase agreement is executed between the parties. TCI agents or employees shall have the right to enter said property at any reasonable hour, with reasonable advance notice to Customer, to install, maintain, make collection of, or remove TCI-owned equipment.

TCI may refuse to install or maintain any HSI Service at locations which are hazardous to TCI agents or employees. If such HSI Service is requested, the Customer may be required to install and maintain such service, and hold TCI harmless from any claims for damage by reason of the installation and maintenance of this Service.

Customer acknowledges that the installation of the HSI service requires the lease (rental) of a modem or wireless radio. Leased equipment will be covered by warranty for the length of this agreement; equipment will be warranted against defects in material and workmanship only; and any other damage to the equipment, regardless of cause, will not be covered. In the event of loss or damage to equipment, Customer must repair and return the leased property to good working condition, or replace the same with like property by purchase from TCI or other vendor.

Upon termination of service, external equipment will be recovered by TCI representative; all internal equipment, i.e., modem, radio, power adapter, must be returned within 45 days; failure to do so will result in an equipment cost of up to \$500.00, plus applicable taxes, surcharges, collection fees, etc. Failure of Customer to pay for services and/or equipment shall result in collection efforts.

In the event of early termination prior to the expiration of the Agreement, the amount due on the remainder of the Agreement term or one of the following termination fees (whichever is less) will be assessed:

\$150.00	TBTC Landline High Speed Internet
\$150.00	High Speed - 900 Wireless
\$300.00	High Speed - 700 Wireless

However, if the Customer elects to temporarily discontinue the HSI Service but keep the Agreement in place, Customer shall incur a one time charge (per incident) of \$20.00 to change the original HSI Service rate to a HSI Vacation rate of \$15.00 per month. The new monthly HSI Vacation rate will be imposed until Customer requests that the HSI Service be reinstated; no fee will be imposed to reinstate the HSI Service. This vacation option will not eliminate the early termination provisions previously stated. A Customer electing the vacation rate shall be responsible for the payment to TCI of the full amount of applicable termination fees, equipment fees, or other charges as are appropriate.

