

# ETC Service Agreement (New Customer or 24 Month Service Upgrade)

Acct # _____
--------------

**Service Agreement:** ETC shall provide to you (the “Customer”) the service(s) listed hereon at the discounted rate(s) listed hereon, and in return you agree to pay the discounted monthly rate(s) listed hereon for each month of a period of twenty-four (24) months (the “Commitment Term”). *This monthly rate(s) does not include any applicable franchise fees, taxes or late fees, or costs for other services you may order. Application, Set Up Fees and Equipment Deposit may apply.* **Initial:** \_\_\_\_\_

**Early Termination Penalty:** If Customer terminates agreement prior to the end of the Commitment Term stated herein (the “Early Termination”), Customer shall be charged and Customer agrees to pay Two-Hundred Forty Dollars (\$240.00) (the “Early Termination Penalty”). Cancellation fee will reduce by \$10 per month for length of contract. This Agreement is binding for the packages/services listed on this form. If customer changes from one Package to another Package a new 24 month agreement will be required. If customer bill is current and customer moves out of the ETC service area, then the agreement may be terminated without penalty. **Initial:** \_\_\_\_\_

**Continuation:** Upon expiration of the initial term of this Agreement, the Commitment Term, provided Customer maintains continuous service with ETC, Customer shall remain enrolled in this Agreement on a month-to-month basis at ETC’s then-current monthly rate(s) for such services.

**Complete Agreement:** Together with the rates shown on this Agreement and applicable tariff(s), this Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to its subject matter. This Agreement shall not be amended, modified or supplemented at any time unless in writing executed by the parties with the same formality as this Agreement. This Agreement replaces any prior proposals and/or Agreements, written or oral, between ETC and Customer.

**Other Terms and Restrictions:** This Agreement is subject to the availability of service(s) at Customer’s address and is available to Customers who have no outstanding obligations to ETC. The effective date is the date the agreement is signed and ends after 24 billing cycles.

**Package Discount Amount:** For this 24 month agreement, customer shall receive one of the following monthly prices:

Customer Value Package	First 12 months	Balance of Contract	Customer Value Package	First 12 months	Balance of Contract
<input type="checkbox"/> Mega	\$179.99 mo.	\$199.99 mo.	<input type="checkbox"/> TV & Broadband	\$ 75.99 mo.	\$ 93.99 mo.
<input type="checkbox"/> Family	\$117.99 mo.	\$137.99 mo.	<input type="checkbox"/> Broadband	\$ 59.99 mo.	\$ 69.99 mo.
<input type="checkbox"/> TV Entertainment	\$ 99.99 mo.	\$119.99 mo.	<input type="checkbox"/> Economy	\$ 55.99 mo.	\$ 65.99 mo.
<input type="checkbox"/> Economy Plus	\$ 95.99 mo.	\$115.99 mo.	<input type="checkbox"/> Unlimited Local & Nationwide	\$ 29.99 mo.	\$ 39.99 mo.

**Individual services:**    Broadband        Cable TV        Telephone        \_\_\_\_\_ month agreement.

Price is \_\_\_\_\_ for \_\_\_\_\_ months; then price is \_\_\_\_\_ for \_\_\_\_\_ months.

**Care of Equipment:** You are responsible for the loss of or any damage to the ETC equipment that you have leased from ETC. You shall have no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter or tamper with ETC equipment at any time.

**Notices:** All notices, requests or other communications required or which may be given hereunder shall be in writing and either delivered personally to either party, sent via facsimile transmission to either party, mailed to either party by certified or registered mail or express mail, postage prepaid, or sent to either party by a nationally recognized overnight delivery service, service charges prepaid, at the address as set forth herein. ETC reserves the right to record the consent of the parties to any and all requirements hereunder and the same shall be binding on the parties hereto.

Agreement Start Date: \_\_\_\_\_

Contact #: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by: ETC  
 Address: 224 Dalton Street Ellijay. GA 30540  
 Attention: Customer Service  
 Facsimile: (706) 276-9888  
 Telephone: (800) 660-6826

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_