

Beausoleil Broadband Inc.

11 O'Gema Miikan, Christian Island, Ontario
 Tel: 1-705-247-2051 Fax: 705-247-2239
 website: www.chimnissing.ca



Service Agreement

FULL LEGAL NAME, (Customer)		MAIN CONTACT (IF DIFFERENT FROM LEGAL NAME)		
EQUIPMENT LOCATION ADDRESS		CITY	PROV	POSTAL CODE
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	PROV	POSTAL CODE
HOME PHONE	WORK/CELL PHONE		PRIMARY EMAIL ADDRESS (to receive invoices)	
PACKAGE DESCRIPTION Residential		TERM NO TERM	PHONE #	
AIRTIME	50 gigs per month	One-time Install Fee of <u> \$250 </u> (plus applicable taxes)		Monthly Service Fee of <u> \$55 </u> (plus applicable taxes)
EQUIPMENT RENTAL	\$10.00 per month	<input type="checkbox"/> Cash Payment <input type="checkbox"/> Cheque Payment		<input type="checkbox"/> Post dated Cheques <input type="checkbox"/> Cash
Payment options <input type="checkbox"/> # 1 deposit of \$100.00 and 3 monthly payments of \$105.00. Commencing ____ - ____ - ____ . Payment Date for regular payment ____ - ____ - ____ <input type="checkbox"/> # 2 deposit of \$150.00 and 3 monthly payments of \$ 80.00. Commencing ____ - ____ - ____ . Payment Date for regular payment ____ - ____ - ____ <input type="checkbox"/> # 3 4 payments of 227.50 . Commencing ____ - ____ - ____ . Payment Start Date for annual option (year #2 ____ - ____ - ____) Year 2-4 monthly payments of \$ 165.00. Commencing ____ - ____ - ____ .				

Bandwidth pricing may vary as requirements increase



Beausoleil Broadband has gone GREEN! Unless checked below, you will receive monthly invoices by email only to the email address specified above (this email can be changed at any point).

Please send me a paper copy of my invoice instead of the email option.



Terms and Conditions

We agree that a facsimile of this APPLICATION with facsimile signatures may be treated as an original and will be admissible as evidence of this Contract. In consideration of the promises herein, the parties hereto agree as follows.

1. Non-cancellable APPLICATION. This Contract cannot be terminated except as expressly provided for herein.
2. FEES: The Customer shall pay to Company on the first day of each payment period the periodic amount set forth herein. The first payment is due upon execution of this Contract by the Customer. Customer agrees to pay a daily fee for the period from the date of delivery and installation of the Equipment to the commencement date calculated based upon the full period contract amount pro-rated to the number of days in such period. Customer's obligation to pay fees and its other obligations under this Contract are not subject to any abatement, set-off, defense, reduction or counter-claim for any reasons whatsoever.
3. LOCATION AND USE. The Equipment shall be located and used at the Customer's location as set forth herein and may not be moved without the prior written consent of the Company.
4. USE OF EQUIPMENT. The Company and Customer hereby agree that the Equipment shall always remain the property of the company. The Customer shall not, without the prior written consent of the Company, make any alterations, additions or improvement to the Equipment. The Company shall have access to the Equipment at all reasonable times for the purpose of inspecting or collecting the Equipment. The customer does hereby authorize the Company and its agents, employees and workmen to enter onto the property where the Equipment is located for such purposes. The Customer warrants that he/she has the right to enter into this agreement and to grant to the company the authority herein.
5. OTHER FEES. The Customer shall, at its sole expense, be responsible for paying any other fees associated with service calls. Router troubleshoot: \$25 per call. Cable Work: \$30 per hour plus cost of material. Install software/Basic Hardware work: \$25. General tune-up of computer and settings: \$45. Material costs: Cable \$0.75 per foot. Data ends: \$1 each.
6. TERMINATION AND RENEWAL. The Customer shall give the Company ninety days (90 days) written notice prior to termination of this Contract of its intention to renew. If the company has not been notified of the Customer's intent, this Contract shall be automatically renewed for an additional twelve (12) month term subject to the same terms and conditions hereof (including the renewal provision) and the periodic fee payable during such renewal period will be the amount due for the last such period prior to the expiry of the initial Term of this Contract. The company shall have the right to terminate this agreement without notice in the event of default of the Customer, and on 30 days written notice for any reason whatsoever and enter the Customer property to collect the Equipment.
7. NOTICE. Company and Customer hereby agree that all documents, including this Contract sent by facsimile or other means of electronic transmission to the other party shall be considered original documents.
8. DAMAGE, The customer is responsible for replacement costs of the antenna due to lightning, physical abuse acts of God, or other related damage that is not considered regular wear and tear.

9. CREDIT INVESTIGATION: The Customer consents to the Company conducting a personal investigation or credit check upon them, subject to applicable legislation.

10. CONTRACT REPLACEMENT. If the Customer has a contract that is being terminated and replaced by this Contract, Customer hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract are included in the payment amounts due under this Contract

11. ASSIGNMENT. The Customer agrees not to transfer, sell, assign, sublet, pledge or encumber the Equipment or any part of the Equipment or any rights or obligations under this Contract without the prior written consent of the Company. And, notwithstanding, the Company's consent, the Customer, its heirs, executors, administrators, successors, trustees and assigns and any guarantor shall remain jointly and severally liable under this Contract together with the Customer's assignee. The Company shall be paid a fee of \$100.00 on account of its processing costs associated with an assignment. The Company may at any time sell, assign or transfer this Contract and the Equipment; the Company's Assignee will have the same rights and benefits the Company now has under this Contract and the Company will be released from its obligations; the rights of the Assignee will not be subject to any claims, defenses or setoffs that you may have against the Company or any other person. All payments due are due under this Contract and assigned by the Company shall be paid directly to the Company's assignee upon written notice of such assignment to the Customer

12. COLLECTION CHARGES. If any part of any sum is not paid when due, Customer agrees to pay Company a late charge of Five Dollars (\$5.00) for each month said amount is delinquent, plus interest on the delinquent payment from the due date until paid at the rate of 24% per annum. If a cheque is returned to the Company by the Customer's bank, the Customer will pay the Company a charge being the greater of \$25.00 or the actual bank charges to the Company.

13. NOTICE. Until the Company and Customer notify each other of any new address in writing, any invoice or notice required by this Contract or by law is validly given when mailed, postage prepaid by first class mail to the address provided herein. Company and Customer hereby agree that all documents, including this Contract sent by facsimile or other means of electronic transmission to the other party shall be considered original documents.

14. DEFAULT: The Customer is in default under this Contract, if, (1) The Customer fails to pay any Payment or any other amount due under this Contract when due, (2) Customer fails to comply with any other provision of this Contract, (3) Customer defaults under any other contract between Company and Customer under the terms of any other indebtedness, (4) Any representation or warranty which the Customer makes to the Company is or becomes untrue, (5) Customer makes any assignment for the benefit of creditors. Upon default the Company shall be entitled to collect its Equipment and all payments required to be made to the end of the term shall become immediately due and payable.

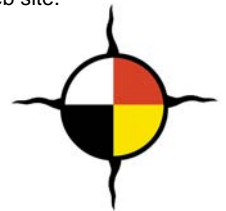
15. ENTIRE AGREEMENT. This Contract contains the entire agreement between the Company and the Customer. Notwithstanding the foregoing, the Customer hereby authorizes the Company, without further notice, to complete the description of the Equipment including the quantity and serial numbers and other identification data when such is determined. To fill any blank spaces on this Contract, to date the Contract and to make such other clerical modifications as may be required. This Contract shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

16. GOVERNING LAW. This Contract shall be interpreted and enforced in accordance with the laws of the province of Ontario.

17. MISCELLANEOUS. This Contract and all other documents associated with this Contract and all communications shall be in English. Les parties aux presents conviennent que ce document soit redige en anglais. No waiver by the Company of any default shall constitute a waiver of any other default by the Customer or waiver of the Company's rights. If more than one party signs this Contract as Customer and Co-Customer, each party shall be jointly and severally liable. In the event that any provision of this shall be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Contract. The Customer agrees to execute such further documents as may be required, to give effect to this Contract.

18. The Customer acknowledges having read and accepted the "terms of usage policy" posted on the Beausoleil Broadband Inc. web site.

Accepted By Company: Beausoleil Broadband



Beausoleil Broadband Inc. Representative

Date

Customer Name

x _____
Customer Signature

Down Payment

x _____ x _____
Customer Initial BBInc. Initial