



WNM Communications
 P.O. Box 3079
 315 S Hudson Suite 1
 Silver City, NM 88062
 (800) 535-2330

WNM Communications
 Order Form and Agreement

Customer Name City of Bayard Sales Person Matt Brown
 Main Billing Phone # 575-537-3327
 Fed Tax ID _____ Proposal valid until _____

Service Address		Billing Address	
Name		Name	<u>City of Bayard</u>
Address 1	<u>800 Central Ave</u>	Address 1	<u>PO Box 728</u>
City	<u>Bayard</u>	City	<u>Bayard</u>
State	<u>NM</u>	State	<u>NM</u>
Zip	<u>88023</u>	Zip	<u>88023-0728</u>
Additional Service Address		Additional Service Address	
Address 1	_____	Address 1	_____
City	_____	City	_____
State	_____	State	_____
Zip	_____	Zip	_____

Contract Length
36

Qty	USP	Recurring Service	Product Service Notes
17	OCPSP	WNMC OneCloud Premier -MAX LD5 -With Phone	

Qty	USP	Installation/Non-Recurring	Product Service Notes
17	OCACT	ONE CLOUD SEAT ACTIVATION (PER SEAT)	

Total Non-Recurring \$ 849.15

Total Monthly Recurring \$ 510.00

*Total does not include applicable fees & surcharges. Taxes are an estimation only.
 Complete site survey may result in modified equipment and installation estimate. Speed availability varies by location.
 Installation estimated based on initial customer survey.*

Order Notes:
 OC VOIP 17(qty) total: 6(qty) City Hall, 1(qty) Maintenance (cordless), 2(qty) Library (both cordless), 2(qty) Waste Water (1 cordless), 2(qty) Judge, 1(qty) Fire, and 3(qty) Police

Each of the parties signing below is duly authorized to execute this document and upon execution shall become the valid and binding obligation of the Customer and WNM.

Customer Authorization	
I hereby agree to and authorize the purchase of service based on the terms and conditions above.	
Customer Representative	WNM Representative
Signature _____	Signature _____
Print Name <u>CHON FICARO</u>	Print Name <u>Matt Brown</u>
Title <u>MAYOR</u>	Title _____
Date _____	Date _____



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Service Agreement

The term of this Agreement with respect to each service described in the Service Agreement shall be 36 months from the date WNNM equipment is fully installed and certified as operational by WNNM and service begins. Estimated time to provision the public access is approximately 30 days after execution of this Agreement. Provisioning time does not apply if this is a renewal agreement. This Agreement shall automatically renew in 1-month intervals, at the then current rate(s) including per-minute and monthly recurring charges, unless either Party provides the other Party with (30) thirty-day written notice of cancellation or changes to the scope of the Agreement prior to the last month of service this Agreement then covers. Any changes to the scope of the Agreement are subject to mutual agreement of the Parties.

Premises: You agree to allow us and our agents the right to enter your property at which the Service(s) and/or the placement of WNNM Communications transmission/rebroadcast and/or termination equipment will be installed (the "Premises") at reasonable times, for purposes of installing, configuring, constructing, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or WNNM Communications Equipment used to receive and/or transmit any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to provide and give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization if requested.

Customer agrees to pay WNNM a monthly charge at the rate(s) as set forth under the above referenced "Service Charges Terms of Payment" schedule. Payments for recurring charges will begin with the commencement of services provisioned by WNNM at the demarcation location. Customer is responsible for PCI compliance and their own equipment deliverable exclusive of WNNM provisioning except where outlined in this agreement as described herein. Any installation charges are due with the first invoice. Line services (facilities) are billed one month in advance. Any payment received by WNNM later than 20 days after invoice shall be considered late and will be subject to an additional service fee on delinquent amounts at the rate of 1 1/2% per month on the outstanding balance.

Any applicable federal, state, county or local use, excise, sales, property, gross receipts, franchise or privilege taxes, duties or similar charges, including applicable surcharges and fees, that are chargeable against WNNM by any governmental entity or authority because of the services provided to Customer (other than income taxes) shall be charged to and are payable by the customer in addition to the regular charges under this Agreement.

When payment in full is not made by Customer on or before any due date, WNNM shall have the right, on or after the 30th calendar day after the "due date", after notification by WNNM of non-payment to Customer and Customer's failure to remedy such non-payment within ten (10) calendar days, to suspend service to Customer (either completely or only with respect to any affected service as WNNM may at its option elect) until such time as Customer has paid all arrearages, including any additional service charges as specified herein. Further, the service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner or in violation of WNNM's acceptable use policy and may be terminated or suspended by or at WNNM's option, upon notification by WNNM to Customer and Customer's failure to remedy such prohibited use within one (1) business day, if any such prohibited use occurs. The rights of WNNM set forth in this paragraph are not an exclusive remedy for Customer's breach and WNNM's exercise of any right set forth in this paragraph does not constitute a waiver of any other right or remedy of WNNM under this Agreement.

Early Termination by Customer: Customer has the right to terminate this Agreement prior to term for any reason with 30day written notice, provided that Customer pays WNNM an early termination fee consisting of the following, which sum shall be due and payable by Customer upon receipt of invoice from WNNM:
a) Customer agrees to pay WNNM the full amount of the monthly recurring charges for the leased lines (if applicable) at the monthly charge then effective under this Agreement multiplied by the month remaining in the term to satisfy the fulfillment of the Agreement.
b) Customer agrees to pay WNNM for the refurbishment cost of any equipment provided by WNNM, if applicable, as then in service under this Agreement.
c) Customer agrees to pay for any engineering and construction costs incurred that is associated with providing service to the premise divided by the remaining term of the agreement.

If by formal order by the FCC or other governmental agency with jurisdiction over the service that WNNM supplies to Customer, WNNM is unable to provide services to Customer under the provisions of this Agreement or at the rates contained herein, WNNM shall retain the right to terminate services without liability to itself or Customer. All orders shall be tendered to Customer for inspection including the wind-down period and date the service shall end. All provisions for payment to WNNM by Customer as contained in this agreement shall remain in full force and effect through the date the service ends.

Date Printed: 9/8/2023

Customer Initials: _____

Date Signed: _____