



PO Box 1809
Montrose, CO 81402
O: (970) 240-6600
office@clearnetworkx.com

Internet Service Agreement

DATE: 2/27/25

CUSTOMER: City of Fruita

CONTACT: Ironedge Ron & Shannon Vassen

TITLE: Shannon Vassen, City Manager

PHONE: 970-858-7291

EMAIL: klucero@fruita.org , svassen@fruita.org

SERVICE ADDRESS: Multiple Addressses

BILLING: City of Fruita; jzaher@fruita.org

325 E. Aspen Ave, Fruita, CO 81521

DESCRIPTION OF SERVICE	FEE TYPE	COST	TERM	COMMENCEMENT DATE
Big Salt Wash Trailhead	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Prospector Park	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Little Salt Wash Park	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Vista Valley park	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Fruita Civic Center	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Civic space on North Mulberry Street	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Fruita PD	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Fruita Chamber of Commerce	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Circle Park	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Reed Park	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Fruita Rec Center	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Fruita Public Works	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Fruita Fire	MRC	\$125	3 Year	Post Install <input type="checkbox"/>
Total Monthly Costs		\$1,625	36 Months	

By signing below, I agree that I have read and agree with the terms of the Clearnetworkx, LLC Standard Terms and Conditions attached hereto and incorporated herein by reference and that I agree to purchase the Services identified on this Term Sheet.

Client
SIGNATURE:

Clearnetworkx
SIGNATURE:

Signed by:

JOSHUA FRANTZ/19/2025

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INTERNET SERVICE AGREEMENT

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, together with the Customer Information and Services & Fees above shall comprise the Internet Service Agreement (as used herein, the "Agreement") and is entered into as of the date set forth in Customer Information, by and between Clearnetworx, LLC, a Colorado limited liability company ("Company") and the Customer identified in Customer Information. Company and Customer may be referred to herein individually as a "Party" and collectively as the "Parties."

1. **Defined Terms.** Defined terms shall have the meanings set forth in the Customer Information or Services & Fees section, or herein, as applicable.
2. **Term.** The Term of this Agreement shall commence on the Commencement Date (as defined on the Term Sheet) and extend for the length of the Term defined on the Term Sheet, unless earlier terminated as set forth herein. Upon expiration of the initial Term, the Term shall automatically renew for successive periods equal in length to the initial Term, unless either Party gives thirty (30) days advance written notice of its intent not to renew prior to the expiration of the applicable Term.
 - a. **Early Termination Fee.** If Customer terminates this Agreement during the Term or fails to provide adequate notice of non-renewal as set forth above, Company shall charge to Customer an early termination fee equal to seventy five percent (75%) of the Monthly Recurring Charges owed by Customer through the expiration of the then-current Term. Such early termination fee shall not be subject to setoff and shall be due and payable by Customer to Company within ten (10) days of invoice.
3. **Services.** Subject to the terms and conditions contained in this Agreement, Company shall provide the services identified in Services & Fees to Customer, as such services are defined below (collectively, the "Services").
 - a. **Wireless Internet Service.** Company shall provide wireless internet access to Customer consisting of access to data communications equipment that provides full access to the internet via a wireless transmission signal, which shall be sent to Customer equipment located at the Service Address identified in Customer Information. Such access shall be offered up to the transmission speed set forth in Services & Fees; however, Company does not guarantee that such speed will be achieved at all times.
 - b. **Fiber Internet Service.** Company shall provide internet access to Customer via fiber optic cable. Such access will consist of access to data communications equipment that provides full access to the internet via fiber optic cable, which shall be sent to Customer equipment located at the Service Address identified in Customer Information via Ethernet hand off. Such access shall be offered up to the transmission speed set forth in Services & Fees; however, Company does not guarantee that such speed will be achieved at all times.
 - c. **VoIP Phone Services.** Company shall provide voice over IP protocol ("VoIP") phone services, which transmits and receives communications over the public internet, at the Service Address identified in Customer Information. Such service requires that the Customer have an active internet connection at the Service Address.
4. **Fees.**
 - a. **Non-Recurring Fees.** Company shall charge the non-recurring fees identified in Services & Fees as a one-time fee for materials and installation of equipment and other applicable start-up costs associated with providing the Services ("Non-Recurring Fees"). Payment of Non-Recurring Fees shall be due upon execution of this Agreement prior to Company commencing any work.
 - b. **Monthly Recurring Fees.** Company shall charge the monthly recurring fees identified in Services & Fees for the monthly provision of the Services ("Monthly Recurring Fees"). Monthly Recurring Fees shall be due monthly in advance of the Service provided.
 - c. **Renewal.** Monthly Recurring Fees are subject to change from time to time, in Company's sole discretion, upon any automatic renewal term. Company will give advance written notice to Customer of such increase.
 - d. **TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with

the rules, regulations, and resolutions of City of Fruita, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated without penalty. The City's failure to appropriate funds for purpose of paying obligations pursuant to this Agreement shall not constitute default by the City or breach of any terms or conditions of this Agreement.

5. Payments. All Monthly Recurring Fees are due monthly in advance by the first day of each month. Any dispute concerning an invoice must be provided in writing to Company by the first day of each month. Monthly Recurring Fees may be prorated for the first and last months of service.
 - a. Late Payments. If payments are not received in full by the first day of each month, Company shall have the right, with or without notice, to disconnect the Services and/or charge a late fee of 10%.
6. Service Address. Customer represents that it owns the real property at the Service Address, or has the permission of the owner of such real property to enter into this Agreement.
7. Equipment. All equipment installed at the Service Address ("Equipment") shall at all times remain the sole property of Company. Customer shall be responsible for maintaining wiring and other equipment necessary to utilize the Services. Company shall not be responsible for the operation or maintenance of the Equipment. Within seven (7) days of disconnection of the Services, Customer shall return all Equipment to Company or contact Company to retrieve the Equipment. If Customer does not return the Equipment or contact Company to retrieve the Equipment within such time period, Company shall have the right to enter the property at the Service Address to retrieve the Equipment and may charge Customer a disconnection fee.
8. License for Access. Customer expressly grants to Company and its contractors license for reasonable ingress, egress, utilities and access to the Equipment at the Service Address. Customer also expressly grants to Company a license to enter the property at the Service Address to maintain or repair Company's network and to serve neighboring customers of Company. Customer agrees that Company may access the Service Address as required to provide the Service and exercise the foregoing license rights.
9. Maintenance. While Company will endeavor to minimize the impact of any scheduled maintenance outages and provide advance notice of outages to Customer, the Services may be interrupted, suspended or limited from time to time due to routine or unscheduled maintenance, use of the internet by other customers of Company, power outages, weather conditions and other unforeseen consequences, including conditions affecting the internet at locations not owned or controlled by Company. COMPANY DOES NOT GUARANTEE UNINTERRUPTED SERVICE. Customer expressly accepts and agrees to this provision with respect to the Services. Furthermore, Customer expressly releases the Company from any and all claims it may have against the Company arising from damages or losses suffered by Customer, including, but not limited to, loss of business, as a result of interruption of the Services for any reason.
10. Emergency Alerts and 9-1-1 Calls. The following terms shall apply to Customers with VoIP phone services described in Section 3(c) above:
 - a. 9-1-1 Calls. Calls to 9-1-1 using VoIP phone service operate differently than traditional wireline calls to 9-1-1. Calls to 9-1-1 using VoIP phone service may not connect to the Public Safety Answering Point ("PSAP") or may improperly ring to the administrative line of the PSAP, which may not be staffed after hours or by trained 9-1-1 operators. If a call connects to a PSAP, the Customer's address and phone number may not be transmitted, and the Customer may need to provide his or her location and other information to the PSAP. Calls to 9-1-1 may be limited or unavailable if the Service Address is experiencing a power outage or if Customer is otherwise unable to access the Internet.
 - b. Multiple Devices or Phone Numbers. If a Customer has multiple devices associated with a Company phone number and makes an emergency call to 9-1-1, any calls back from the PSAP may or may not ring each associated device. If multiple phone numbers are associated with one Company phone and a call is placed to 9-1-1 from the VoIP phone, the 9-1-1 operator may see a phone number that is different from the VoIP phone number. Generally, that will be the default number for the VoIP device.
 - c. Service Address. To be eligible for Company phone services, Customers must have a physical address that may be used to route emergency calls and services. This address must be where Customer intends to use the phone services. The phone equipment should remain directly connected to the Company network box at the Service Address instead of attached to a third party router as these may affect voice quality and 9-1-1 functionality. Company is not responsible for any liability with respect to 9-1-1 calls in the event Customer relocates the phone equipment to an address other than the Service Address without providing Company with at least fifteen (15) business days' prior written notice.
 - d. Do Not Disturb. If certain phone features are enabled on a VoIP phone (such as do not disturb, ring scheduling,

or call blocking), a PSAP may not be able to return a call.

- e. Accessibility. Customer who are deaf, hard of hearing, or speech impaired and need to reach emergency services should call 9-1-1 directly using TTY or a telecommunications relay service.
 - f. Power. VoIP phones require electricity to operate. In the event of a power outage, Customers will not be able to make any calls (including 9-1-1 calls) unless they have battery backup power. Company shall have no responsibility to arrange for or install battery backup power and shall have no liability whatsoever for failures in service during a power outage, including failure due to the lack or nonperformance of battery backup power. Company does not provide support for maintenance of battery backup equipment.
11. Telephone Numbers.
- a. Change of Number. Company may change, reassign or eliminate a Customer's phone number without Customer's consent. In such event, Company will give Customer notice of such change.
 - b. Porting a Number. Customer may port its phone number to another provider at any time, after which Customer will no longer be able to use phone Services. Such a request shall be considered a termination pursuant to the terms of this Agreement. In the event customer terminates the phone Service without porting its phone number to another provider, the phone number will remain with Company.
12. Compliance with Laws. Customer shall not use the Services for any unlawful purpose. Any illegal internet activity using the Services shall result in immediate termination of this Agreement. Customers shall be solely responsible for any violation of law and all content associated with the use of the Services, whether by Customer or an authorized or unauthorized third party. Without notice or liability to Customer, Company may refer potential violations of law to appropriate law enforcement authorities and may cooperate in the investigation of any suspected wrongdoing. Such actions are not exclusive.
13. Monitoring. Customer agrees that Company may monitor Customer's use of the Services, including the content on the Services, and if Company is alerted to potential violations of this Agreement may take any action is deems appropriate to remedy such violations, including, but not limited to, suspension or termination of the Services.
14. Security. Customer acknowledges and agrees that use of the Services may involve security risks, which may include access of the Equipment or Customer information by other internet users. Customer is responsible for implementing appropriate security measures when using the Services, and agrees that Company shall not be responsible for any security breaches.
15. Warranties. Except as provided in any service level agreement entered into between Company and Customer, COMPANY, ITS OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN, AND EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SECURITY, AND SHALL NOT BE LIABLE TO THE CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM PROVISION OF OR FAILURE TO PROVIDE THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. COMPANY SHALL NOT BE LIABLE TO CUSTOMER, ITS OWNERS, AGENTS, REPRESENTATIVES, CUSTOMERS, CONTRACTORS, EMPLOYEES, OR ASSIGNS FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICES OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS RESULTING FROM A FAILURE OF THE SERVICES.
16. Limitation of Liability. WITHOUT LIMITING THE PROVISIONS OF SECTION 13 ABOVE, COMPANY WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET, RELIANCE ON INFORMATION OBTAINED THROUGH THE INTERNET, INTERRUPTIONS IN SERVICE FOR ANY REASON, DELETION OF FILES OR E- MAIL, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S RECORDS OR FILES, ERRORS, DEFECTS, DAMAGES TO COMPUTERS AND STORED INFORMATION DUE TO VIRUSES, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER FAILURE OF PERFORMANCE. Customer agrees that it shall not be entitled to damages of any kind of nature in excess of the Monthly Recurring Fees actually paid by Customer to Company pursuant to this Agreement.
17. No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes as exists and may be amended.
18. Assignment. Customer may not assign this Agreement without the prior written consent of the Company, which

consent shall not be unreasonably withheld, delayed or conditioned.

19. Reselling or Redistribution. The Services are intended only for personal use within a single household or facility. Customer shall not resell or redistribute the Services to third parties. Any violation of the provisions of this Section 17 shall result in immediate termination of the Agreement.
20. Marketing. Company shall have the right to use Customer's name and photographs of the Equipment and/or property located at the Service Address in Company's advertising, literature and website in connection with the marketing and sale of Company's services.
21. Contact by Company. Customer agrees that Company may contact Customer at the email address provided to the company for marketing purposes, delivery of notices required under this Agreement, and for notice of service outages.
22. Amendment. This Agreement may only be amended in a written agreement signed by both parties.
23. Termination. Company may terminate this Agreement and the provision of Services to Customer at any time and for any reason, including upon breach of any terms and conditions of this Agreement by Customer, including, but not limited to, failure to pay any fees due under this Agreement. Customer shall be solely responsible for any and all costs, fees and/or penalties, including, but not limited to, attorney's fees and costs, incurred by the Company as a result of Customer's breach of this Agreement. If Company is in breach of any terms or conditions of this Agreement, Customer may terminate this Agreement and Company shall be solely responsible for any and all costs, fees and/or penalties, including, but not limited to, attorney's fees and costs, incurred by the Customer as a result of Company's breach of this Agreement.
24. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action pursuant to this Agreement shall be appropriate in Mesa County, Colorado.
25. Attorney's Fees and Costs. In the event of any controversy, claim or dispute between the parties arising out of or in any manner relating to this Agreement, the prevailing party in any action brought to settle such controversy, claim or dispute shall be entitled to recover its reasonable attorney's fees and costs.
26. Notices. Any notice required under this Agreement shall be e-mailed to the Customer Contact e-mail address provided on the Term Sheet, if to the Customer, or e-mailed to Company at office@clearnetworkrx.com, or such other e-mail address provided by Company to Customer from time to time for the purpose of delivering notices.
27. Prior Agreements. This Agreement hereby supersedes and replaces all previous understandings, representations and agreements, whether written or oral, better the parties.
28. Acceptable Use and Other Company Policies. Customer agrees that it enters into this Agreement on behalf of itself and all persons who use the Services at the Service Address or at other locations authorized by Company. Customer agrees that it shall have sole responsibility for ensuring that all other users of the Services understand and comply with the terms and conditions of this Agreement and any applicable policies of the Company, including, but not limited to, its acceptable use and privacy policies, which are posted on Company's website at www.clearnetworkrx.com. Customer agrees that Company may amend its policies from time to time with or without notice by posting a new version on its website, and Customer agrees to consult the policies regularly to comply with the most recent version.