

#15,104

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MAY 22 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*



PO Box 228, Quitman, TX 75783-0228
903-878-3056 fax 903-878-0148

Exhibit A
PROPOSAL

Customer

Name **Hunt County Tax Office**
Address **112 E Main**
City **Quinian TX**
Phone **Stacy Sehl**

Date **4/16/2018**
Order No. _____
Rep **Brittany**
FOB _____

Qty	Description	One Time Fee	Monthly Cost
	<u>Broadband Solution</u>		
1	20 X 20 MBPS Fiber Internet Connection		\$350.00
4	SIP Phone Lines <i>Unlimited Local and Long Distance Calling</i> <i>Hunt Group Included</i>		\$109.80
1	Non Recurring Charge - Installation - WAIVED	\$0.00	
	36 Month Contract		
	Offer Expires 5/16/18		

Approved by: *Jim Rutledge* 5-22-18 Date:
Protenga



PO Box 920 Quitman, TX 75783
(903) 763-4941 • fax (903) 878-0148

Exhibit B Service Order & Master Agreement

PCI W/O#: _____ Service Type/Quantity: 20 X 20 MBPS with Internet without Internet IP's: 2

Contract Term: 36 months Contract Date: turn up date Desired Due Date: _____

BILLING INFORMATION

. Billing Name: Hunt County Tax Office
. Attention: Accounts Payable
. Billing Address: P.O. Box 1097
Greenville, TX 75403 Tax ID#: 75-6001017-9
. Order Contact: Stacy Sehl Ph: 903-408-4102 Fax: 903-408-4280
. Contact Title: First Assistant Auditor E-mail: ssehl@huntcounty.net

ACCESS LOCATION INFORMATION

. Location A: 112 E Main, Quinlan, TX

IT Contact: Nathan Keith/Blake Ph: 800-247-9045 Email: nkeith@bisconsultants.com
Wrecker

Location Z: Dry Creek Quitman

Contact: IT - Derek Davidson 903.850.9805 derek.davidson@peoplescom.net

Engineering - Dave Parks 903.850.2239 dave.parks@peoplescom.net

Remarks

NRC is due 10 days after the execution of contract. Monthly recurring is due net thirty days from invoice.
Note: Early cancellation of service will result in cancellation charges equal to balance of term of contract.
Note: Submission of this circuit request form constitutes a firm order for service.

AUTHORIZATION INFORMATION

Peoples Communication Inc.

Business Name:

Sales Manager
Date: _____

Title:
Date: _____

****Please attach a copy of**
Authorized signors drivers license or
Letter of Authorization (LOA)**



Customer Name:	Hunt County Tax Office	Site Name:	Hunt County Tax Office	Order Date:	
Billing Address:		Service Address:	112 E Main	CO Tech Assigned:	
City, State, Zip:		City, State, Zip:	Quinlan, TX	Prepared By:	Brittany
Contact:		Site Contact:		Initial Term:	36 Months
Phone:		Phone:		Installation Interval:	Standard
Email:		Email:		Order Type:	New

USOC	Description	Qty:	Monthly Fee	Monthly Total	Setup Fee	Setup Total
	SIP Phone Lines <i>Unlimited Local and Long Distance Calling Included</i>	4		\$109.80		
	Hunt Group	2				
Notes and Special Conditions:			Monthly Total	\$109.80	Setup Total	waived

Terms, Warranties, and Conditions

PCI Service Order Form valid until _____. Unless otherwise specified, this quote does not include shipping or taxes. The Terms and Conditions for the services described above are attached to this document, incorporated by reference as fully set out herein, and constitute binding contractual obligations. By signing this Service Order Form, you agree to the Terms and Conditions set out in the attachments. Circuit delivery is contingent upon available facilities at time of order. The circuit will terminate at the MPOE demarcation. This document is Proprietary and Confidential to Peoples Communication Inc.

Signature:	Printed Name:	Title:	Date:

Employee Signature:	Printed Name:	Title:	Date:
	Brittany Hayes	Sales Manager	



This MASTER SERVICE AGREEMENT (the "AGREEMENT") is made this _____ day of _____, 2018 between PEOPLES COMMUNICATION, INC. (PCI) and _____ the purchaser executing the Service Order (the "Purchaser").

WHEREAS, PCI provides communications services which Purchaser desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1 During the Term of this Agreement PCI will provide Purchaser with the specific services identified on the Proposal (Exhibit A) and Service Order (Exhibit B) attached.

2 The Term of this Agreement shall be as set forth in the Service Order attached and shall extend thereafter until terminated by either party upon at least 60 days prior written notice. However, PCI may terminate this Agreement or suspend services hereunder at any time upon (a) any failure of Purchaser to pay any undisputed amounts as provided in this Agreement on the attached Proposal; (b) any breach by Purchaser of any material provision of this Agreement continuing for 30 days after receipt of notice thereof; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Purchaser; or (d) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve Purchaser of its obligation to pay any charges incurred prior to termination. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

3 During the Term, Purchaser shall pay PCI for the services as set forth in the Service Order and fees outlined in the Proposal. PCI shall not increase pricing during the initial Term, but thereafter PCI may increase pricing upon 30 days prior written notice. Normal service charges shall be invoiced monthly in advance. All amounts owed by Purchaser shall be paid within 30 days after the date of invoice and PCI reserves the right to charge interest on all delinquent payments at 1.5 % per month. Prices do not include taxes and related charges (however designated) and all taxes, fees and governmental charges imposed on the provided services shall be paid by Purchaser in addition to any other amounts owing. Such amounts will be listed separately on Purchaser's monthly invoice.

4 PCI may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby alter the technical parameters of the services provided hereunder.

5 PCI will grant a credit allowance for service interruption calculated and credited in one-hour increments. A service interruption will be deemed to have occurred only if service becomes unusable to Purchaser as a result of failure of PCI's facility, equipment or personnel used to provide the service in question. This is only where the interruption is not the result of (a) the negligence or acts of Purchaser or its agents; (b) the failure or malfunction of non-PCI equipment or systems; (c) circumstances or causes beyond the control of PCI; or (d) a service interruption caused by service maintenance, alteration or implementation. After the initial term, Purchaser may upon thirty (30) days written notice to PCI, terminate this Agreement if a service interruption occurs for which a credit allowance may be granted. A qualified service interruption would be the granting of at least \$500 in cumulative service credits during any continuous 12-month period, or results in a single continuous service outage of 8 hours or more. The foregoing states Purchaser's sole remedy for service interruption which shall include, without limitation, loss of data.

6 As used in this Agreement, the term "PCI Group" shall mean (a) PCI; (b) any third parties providing facilities or equipment used by PCI, in furtherance of PCI's provision of services to Purchaser (c) any affiliates of PCI or such third parties; and (d) any director, officer, agent, servant, employee, independent contractor, or supplier of PCI, any such third parties, or any such affiliates. EXCEPT TO THE LIMITED EXTENT PROVIDED FOR ABOVE IN PARAGRAPH 5, IN NO EVENT SHALL PCI GROUP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO ANY SERVICES, EQUIPMENT, FACILITIES OR SYSTEMS PROVIDED OR UTILIZED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR INTERRUPTION OF DATA TRANSMISSION), AND PURCHASER HEREBY RELEASES AND WAIVES ANY CLAIMS OR DEMANDS IT MAY HAVE AGAINST PCI GROUP, FOR OR WITH RESPECT TO ANY SUCH DAMAGES. PURCHASER FURTHER AGREES THAT ANY OTHER LIMITATION OF LIABILITY OR PROTECTION TO WHICH PCI MAY BE ENTITLED, ARISING OUT OF THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER, SHALL FULLY APPLY TO AND BENEFIT PCI GROUP, IN THE SAME MANNER AND TO THE SAME EXTENT SUCH PROVISIONS OR PROTECTION APPLY TO AND BENEFIT PCI. THERE ARE NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS EXPRESSED OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

7 In the event that Purchaser cancels or terminates service at any time during the initial Term of this Agreement or any renewal thereof for any reason whatsoever other than a service interruption (as defined in Paragraph 5 above), Purchaser agrees to immediately pay to PCI all sums due and owing under this Agreement and payable in accordance with Paragraph 3 above.

8 Purchaser is responsible for all Non-Recurring and Recurring Charges on and after the Purchaser's desired due date (the "Due Date"). In the event that Purchaser refuses to accept service on and after the Due Date, Purchaser shall still be responsible for the Recurring Charges until such time as service is accepted.

9 In the event Purchaser owns the property where the services described in the attached Service Order (Exhibit B) shall be provided, Purchaser grants PCI right-of-way easement to construct, locate, maintain, repair and/or operate such services. In the event the Purchaser does not own the property, Purchaser agrees to facilitate communications between the property owner and PCI in efforts to gain right-of-way easement authorization.

10 In the event that Purchaser requests additional circuit engineering or changes equipment specifications, configurations or service parameters, premises locations, or any material provision of the Service Order, Purchaser shall be charged an additional administrative fee at least equal to 5% of the original Non-Recurring Charge in addition to all costs, fees and expenses reasonably incurred in connection therewith.

11 Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, acts of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the Term shall be extended by the length of the suspension.

12 Neither party may assign this Agreement without the written consent of the other party, except that PCI may assign its rights and/or obligations hereunder (a) to any subsidiary, parent company or affiliate of PCI; (b) pursuant to any sale or transfer of substantially all of the assets of PCI; or (c) pursuant to any financing, merger or reorganization of PCI.


13 This Agreement, Proposal and Service Order attached, set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except in writing signed by an authorized representative of both parties; however, one or more additional Service Orders may be subject to the terms and conditions of this Agreement.

14 No license, joint venture or partnership, express or implied, is granted by PCI pursuant to this Agreement.

15 Each party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of other party, which is disclosed pursuant to this Agreement.

16 If this Agreement is entered into by more than one Purchaser, each is jointly and severally liable for all agreements, covenants and obligations herein.

17 This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. In any action between the parties to enforce any material provisions of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to whatever other relief a court may award.

Customer Initials: 

Business Name:

Peoples Communication, Inc.

By: _____

By: _____

Name: _____

Name: Brittany Hayes

Title: _____

Title: Sales Manager

Notice Address:
