



**Order Form: USI Commercial Fiber Internet Service**

Subscriber: Minneapolis Parks & Recreation Board 4801 Minnehaha Avenue Minneapolis, MN 55417

Subscriber Contact: Andy Nordin [anordin@minneapolisparcs.org](mailto:anordin@minneapolisparcs.org) 612-230-6456

USI Representative: John Heath [jheath@usinternet.com](mailto:jheath@usinternet.com) 952-253-3276

Contract Term Length: 10 Year

Installation Date Request: July 31, 2023

Product	Fiber Speed	Units	USI Unit Cost	USI monthly charge
Fiber Internet Service	1 Gig	1	\$150.00	\$150.00
Fiber Installation Estimate		1	\$3,240.00	\$0
<b>Total</b>				\$150.00

This offer is valid for 60 days. Services will be implemented promptly according to industry standard practices. This Internet Services Order Form is not valid until an Internet Services Agreement is executed by both parties. All terms and conditions of this Internet Service Order, Forms are governed by the Agreement entered into by the parties. Please sign below to confirm your agreement with the terms stated herein.

Agreed to and Authorized by:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature                                  Date

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

\_\_\_\_\_  
Title

**US Internet Corp. a Minnesota company**

\_\_\_\_\_  
Signature                                  Date

John Whalen  
Print Name

US Internet Director-Sales & Marketing  
Title

# US Internet Corp.

## Terms and Conditions For Installation Communications Facilities, Access to USIC Fiber Optic Network Connection and Internet Access

This Agreement hereby grants rights of access to U.S. Internet Corp. ("Provider") to Minneapolis Parks and Recreation Board ("Customer") in Minneapolis, Minnesota for the purpose of installing fiber optic cable, wiring, switches, and other electronic equipment (collectively "Communications Facilities") to enable access to the Provider's Internet network ("Access") and other services (the Access and services hereinafter collectively "Services"), as delineated in the foregoing Order Form, or as may be requested in subsequent Order Forms by Customer. Such Services shall be provided by Provider over the USIC Fiber Optic Network ("Network"). Customer hereby grants the exclusive right to provide the Services to the Project to Provider throughout the Term hereof, as hereinafter defined.

**SERVICES PROVIDED:** The Services provided by USI will further meet the specifications provided in the Service Order Form.

**TERM:** The Term of this subscription is 10 years commencing upon the date the Service becomes active as acknowledged in writing by Customer unless otherwise provided by written agreement with Provider. Upon expiration of any Term set forth in an Order Form, such Order Form shall automatically renew under the same rates, terms, and conditions as this Agreement on a month-to-month basis unless terminated in accordance with Section TERMINATION OR DENIAL OF SERVICE section hereof.

**PAYMENT FOR SERVICE:** Provider will invoice for the Services monthly in advance and Customer agrees to pay all undisputed charges invoiced for Service in advance within 30 days of the invoice date until the subscription is terminated as herein provided. The prices to the Services shall be as set forth in the Order Form, or any amendments or addenda thereto, if any, for the level of Service subscribed for by the Customer. Subject to applicable law, Provider reserves the right to improve the form of the Services and the equipment that is part of the Communications Facilities and the prices for such Services and Equipment at any time upon not less than 90 days' written notice.

**NON-PROLIFERATION OR REDISTRIBUTION OF SERVICE:** Customer agrees not to use the Services or its access to the Network for the purpose of providing hosting base access services such as web server ftp, game servers, streaming media servers, or similar high bandwidth consuming uses unless agreed to in writing by Provider. Customer shall not resell, redistribute or otherwise permit persons or entities other than occupants of the Project, utilizing access to the Network through its connection to the Networks herein provided. Provider reserves the right to terminate Services to any end user or subscriber to Services using Customer's Access that violates this provision or uses its Access to the Network in any manner that causes damages to the Network or impairs the level of service provided to the occupants of the Project.

### **TERMINATION OR DENIAL OF SERVICE:**

A. **By Provider:** Provider may terminate an end-user's Service at the Customer's request if they violate Provider's acceptable use policy (AUP) published on the Provider's web site, or if Resident is delinquent in payments due Customer for a period in excess of 30 days beyond the due date thereof ("AUP Default") Provider may terminate this Agreement at any time upon reasonable written notice to Customer, if Provider determines that it is unable to obtain or maintain any approval, license or permit by any agency, board, court or other governmental authority necessary for the installation or operation of Provider's Network or Equipment as now or hereafter intended by Provider ("Service Unavailability").

B. By either party. A party may terminate this Agreement if the other party defaults under the provisions hereof. If this Agreement is terminated due to a failure of a party to perform any of its obligations hereunder prior to the expiration of the then applicable term hereof ("Event of Default").

C. Early Termination Fee. If this Subscription or any Order relating hereto is terminated prior to the expiration of the initial Term or Renewal Term hereof due to an Event of Default or an AUP Default by Customer (but excluding Service Unavailability), an Early Termination Fee shall be due and payable to Provider by Customer in an amount determined according to the following formula:

50% of the monthly bulk service charge times the number of months remaining in the agreement.

D. Termination and Cure Period. This Agreement or any Order related thereto may be terminated upon the occurrence of an AUP Default or an Event of Default by the aggrieved party providing a written notice to the offending party describing the alleged default ("Default Notice"). Termination shall automatically occur if the offending party fails to rectify the default described in the Default Notice within sixty (60) days ("Notice Period") following the date upon which the Default Notice was provided. A party to which a Default Notice has been provided may rectify the default and prevent Termination due to the default by the offending party curing the default described in the Notice of Default within the Notice Period.

**EQUIPMENT:** Upon termination of the Agreement, Provider shall have the option to remove any or all of the Communications Facilities installed in the Project or to abandon any or all thereof by written notice of abandonment ("Abandonment Notice") to Customer within 30 days of the effective date of any such Termination. Upon receipt of an Abandonment Notice, Customer shall be deemed to be the owner of the abandoned Equipment. Further, if the routers provided in the units are damaged due to resident neglect, abuse or is stolen, Customer is responsible for replacement cost.

**LIMITATION OF LIABILITY:** Provider shall not be liable, for any indirect, incidental, special, or consequential or punitive damages or damages for loss of profits, lost revenue, lost data or any damage resulting from an inability or limited ability to utilize the Access or the Network incurred by Customer, any end user or any third party, whether in any action in contract, tort, or breach of warranty, even if Provider has been advised of the possibility of such damages. In any event, Provider's maximum liability to Customer shall not exceed the revenue received by Provider from Customer in the one year preceding any claim.

**SERVICE AUTHORIZATION - WAIVER OF CLAIMS:** For purpose of enabling Customer to acquire and utilize Access to the Provider's Network, which services may include, but are not limited to, configuration of or troubleshooting or setup of computer networks, installation of fiber optic cable, wiring, antennas or related equipment, and other related activities (the "Installation Services"). Customer, as a condition precedent to the performance of such Installation Services by Provider, acknowledges that Provider explicitly disclaims and makes no warranty, representation, covenant or agreement as to the success or effectiveness of the Services including warranties of fitness for a particular use, and hereby waives, releases and forgoes any and all claims for damages against Provider relating to the success or effectiveness of the Services, whether direct, indirect, consequential, punitive or special, of every kind or nature whether in contract, tort, or breach of warranty that Customer may allegedly incur as a result of the Services provided by Provider, but excluding damages to computers, equipment, software, buildings, persons, networks or otherwise whether or not Provider has been advised of the possibility of such damages.

Provider and its employees, agents, and subcontractors shall have access to the Property during normal business hours without charge for the installation of the Communications Facilities. Provider and its employees, agents, and subcontractors shall have access to the Property and its Communications Facilities on a 24 hour, 7 days per week basis to perform ordinary maintenance, repair and operation of Provider's Communications Facilities, and the provision of the Services to the Project and its occupants. Provider agrees to follow Customer's

reasonable procedures negotiated with the property management firm with respect to access to the Property. Provider shall not be deemed in default under this Agreement nor shall it be responsible for any damages, charges, fees, penalties, inconvenience or harm to Customer or any user of Provider's Services on the Property that may result from any delays in Provider gaining access to the Property when following Customer's procedures for access to the Property or to perform Emergency Repairs.

**MISCELLANEOUS:** This agreement shall be deemed to be a Minnesota contract, enforceable and interpreted under the laws of Minnesota. This Agreement shall be binding upon the Parties hereto, their successor and assigns forever, according to the terms hereof. Neither party hereto shall assign or otherwise transfer an interest in this Agreement except upon prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this document.

Minneapolis Parks and Recreation Board  
4801 Minnehaha Avenue  
Minneapolis, MN 55417

US Internet Corp.  
12450 Wayzata Boulevard, Suite 315  
Minnetonka, MN 55305

**Agreed to and Authorized by:**

**US Internet Corp.**

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date  
John Whalen  
Print Name  
US Internet Director-Sales & Marketing  
Title

# US Internet

## Billing Application Form

12450 Wayzata Blvd, Suite 315 – Minnetonka, MN 55305  
Phone 952.253.3200 – Fax 952.545.0302

Account Type:  Business  Individual

### Account Information

company \_\_\_\_\_

contact \_\_\_\_\_

address \_\_\_\_\_

city/state/zip \_\_\_\_\_

telephone / fax \_\_\_\_\_

### Billing Information

company  Check this box if billing address is different than general address.

contact \_\_\_\_\_

address \_\_\_\_\_

city/state/zip \_\_\_\_\_

telephone / fax \_\_\_\_\_

Billing Cycle:  Monthly  Quarterly  Annually  Other \_\_\_\_\_

Term of Contract:  10 Years

Email for Electronic Invoice Delivery: \_\_\_\_\_

### Payment Information

- Visa
- American Express
- Check Drafting \*
- MasterCard
- Discover/Novus

I authorize US Internet to bill my credit card or withdraw from my checking or savings account the cost of my requested service(s) on Billing Cycle for the Term of the Contract.

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expire Date: \_\_\_\_\_ CVV# \_\_\_\_\_ (On Back of Card)

Name on Account: \_\_\_\_\_

\*Account #: \_\_\_\_\_ Routing #: \_\_\_\_\_

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

Notes: \_\_\_\_\_

### Service Agreement

Customer agrees to purchase Internet services subject to conditions contained in US Internet Corp's Acceptable Use Policy (AUP). The AUP is available at <http://www.usinternet.com/userservices/usage.html>. Customer states that the information shown above is correct, and agrees to pay all charges as shown. It is hereby agreed that US Internet agrees to provide and the Customer agrees to accept the services provided pursuant to this agreement, and the Customer further states that he/she has read, understands and agrees to the terms and conditions described above.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
USI Representative

\_\_\_\_\_  
Date