

THE UNDERSIGNED (MEMBER) HEREBY APPLIES FOR MEMBERSHIP IN THE DOE BAY INTERNET USERS ASSOCIATION

Member agrees: _____ (MEMBER INITIAL)

To pay the Association the sum of \$150.00 which, if accepted by the Association, will constitute the Membership Fee and to pay all other fees and costs, provided for under the Association's tariffs, necessary to provide service. Membership fee is refundable after two years if member wishes to leave the Association.

To be bound by, and comply with, the provisions of the Articles of Incorporation, By-Laws, Member Service Policies and tariffs of the Association, and such rules and regulation as may, from time to time, be adopted by the Association or its Board of directors. The Member recognizes that these documents taken together constitute a contract between Member and Association. The By-Laws, Member Service Policies and tariffs are available upon request or online at www.dbiua.org.

To purchase from the Association, when it becomes available, internet connectivity within the service area of the Association; and pay for internet connectivity from the Association at the rates adopted by the Board of directors, as provided by the power delegated to them under the Articles of Incorporation and the By-Laws of the Association. To pay the Association for any service area extension or charge necessary to provide the requested service in accordance with the Association's Service Area Extension Policy.

To conform to the payment policies prescribed by the Association for prompt payment of internet service. The Member recognizes the right of the Association to terminate internet service for nonpayment of delinquent accounts, as further provided under its policies and procedures, and the Association is hereby released from any liability or damage which may result from the termination of the internet to the member should he/she fail to comply with the payment policy.

To grant the Association and its assigns a perpetual easement with full power and authority of ingress and egress to construct, operate, and maintain an internet connection to the members service location, and to provide other members internet access through The Member's location.

The Member agrees to not work with, touch, handle, repair or in any manner contact any of the poles, wires, antennas, radios or other property of the Association, or permit another person to do so; not to construct or place any property in such close proximity to the sensitive equipment; and to indemnify and hold the Association harmless from any and all claims, loss, damage and expenses arising from injury to the person, or damage to the property of Member, their agents, employees or any person whomsoever resulting from any of said restricted acts; and gives permission to the Association to discontinue internet service if Member violates any of the provisions of this section.

It is mutually agreed: ____ (MEMBER INITIAL)

The Association shall attempt to provide constant and uninterrupted supply of internet connectivity. If such supply shall fail or be interrupted, whether caused by storm, fire, flood or other acts of God, or acts of public authorities, or from any cause whatsoever beyond the reasonable control of the Association, the Association shall not be liable for any loss or damages incurred.

The Member will hold the Association free from all liability for any and all loss incurred by the Member by reason of any interruption or defect in the internet service to the Member's premises, whether caused by storm, fire, flood or other acts of God, or acts of public authorities, or from any cause whatsoever beyond the reasonable control of the Association. *In the event a shortage of internet connectivity shall develop in the internet supply of the Association for any reason, the Member accepts and agrees to the right of the Association to curtail, schedule, limit or interrupt service of the Member during the critical time when such curtailment, scheduling, limitations or interruption shall, in the judgment of the Association, be required to apportion the available internet to more essential service. The Member assumes all risk of loss, injury or damage to the Member resulting from any interruption or curtailment of internet service.*

I / We agree to abide by the above stated terms of membership in the Association and certify that the facts stated on the application are true and complete to the best of my/our knowledge and understand that, if falsified, may be grounds for cancellation of service.

Member Name

Member Signature

Date

Service Location