



APPLICATION FOR NEW DROP INSTALLATION

Applicant's name: _____

Current telephone number: _____

Address of installation: _____

Subdivision name: _____ Lot: _____

On the reverse side draw a sketch of your lot and show buildings, driveways, and any of the following which may apply*. We will use this drawing for the drop to your residence.

**Septic tank, drain fields, water line, power line, sprinkler systems, undisturbable landscaping, culverts and ditches.*

Coax, Copper and Fiber in regulated areas – Drop connect fee

Direct burial **less than** 500 feet: \$150.00

Other Fiber areas – Drop connect fee

Direct burial **less than** 500 feet: \$ _____

Aid in Construction – Drop connect fee

Direct burial **over** 500 feet: \$ _____

(Footage is billed accordingly. Permit fees will be included in this cost.)

Service order charge* \$ 15.00

Wire center charge* \$ 15.00

Installation charge** \$ 50.00

Total estimated costs: \$ _____

**These fees apply to telephone account set-up only. **Once the buried drop is complete, you will be contacted to schedule an install inside your home.*

I do hereby request All West Communications install a service drop to the residence described above and to connect service as available. I acknowledge that with the installation of the service line into my property, there may be some soil and/or vegetation damage. **For any issues, please contact All West directly at 866.255.9378.** In giving my permission to All West Communications employees to bury the service line on my property, I acknowledge that All West Communications is not responsible or liable for any other underground utility service. This quote is valid for 90 days.

I, the undersigned, make application for the service and equipment, and additional service or equipment I may order later. The services and equipment are provided to me pursuant to all applicable All West tariffs, and the Terms and Conditions set forth at www.allwest.com. I agree to pay all amounts when due. Past due amounts are subject to a late payment charge of 1.5% per month. In the event your account is delinquent, All West may use a collection agency or attorney to collect your delinquent account. If All West uses an attorney or collection agency to collect your delinquent account, you agree to pay all reasonable costs of collection or other action, including attorneys' fees and costs.

Signature: _____

Date: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS AND RELEASE OF LIABILITY

I, the undersigned, hereby acknowledge that I am a customer of All West Communications, Inc., All West/Utah, Inc., All West/Wyoming, Inc., or All West/Idaho, Inc. ("All West"), and have agreed to the installation of broadband, cable television, and/or telecommunications facilities and equipment on my property or the property on which I reside (the "Property"), which may include an aerial, underground, or surface installation of cable, co-ax, copper, fiber or other equipment ("Fiber Facilities"). I further acknowledge the risks associated with the Fiber Facilities, which are more fully detailed below. I understand, and agree to abide by the terms, provisions, and conditions of this Acknowledgment and Acceptance of Risks, and Release of Liability Agreement (the "Agreement"). I acknowledge and understand that All West makes no warranties, either expressed or implied, as to the risks or safety related to the Fiber Facilities onto the Property for the purpose of providing broadband, telecommunications, or cable television service.

I acknowledge that this document is sufficient warning that there are numerous dangerous conditions, risks and hazards related to the Fiber Facilities, which are capable of causing serious bodily injury, death, and damage or destruction to personal property. Such dangerous conditions include, but are not limited to: low-voltage electrified cables, falling cables, falling utility facilities or equipment, concealed cables, buried cables, cables running along the surface of the property, contact with nearby structures, contact with individuals, contact with nearby overhead wires, etc. I acknowledge that I expressly assume all such risks, hazards, and dangers with the understanding that I am voluntarily exposing myself, my real and personal property, invitees, and licensees to these risks. I agree that I have a duty and responsibility to warn individuals entering the Property of the associated risks of the Fiber Facilities. I agree to keep close supervision of any minors in the vicinity of the Fiber Facilities, and, to the fullest extent permitted by the law, I agree to assume responsibility and indemnify All West for all claims stemming from the injury or death of a minor in my watch and/or care caused by my lack of, or negligent, supervision.

I hereby agree that this Agreement serves to warn me, and all individuals, invitees, and licensees who may enter my property, of any actual or potentially dangerous hazards related to the Fiber Facilities on my property that may cause serious bodily injury, death and damage or destruction to personal property. I affirm that I am aware of the risks and hazards described herein and that I (a) understand and appreciate the nature and extent of the risks and dangers and (b) voluntarily, expressly and knowingly assume the risks that I, and all individuals, invitees, and licensees, may be exposed to as expressed herein. This assumption of the risks may be used by All West as a defense in a court of competent jurisdiction against any allegations claiming All West failed to warn me of the associated risks or acted negligently in the installation or maintenance of the Fiber Facilities. I expressly disclaim any defenses for duress, coercion, and/or adhesion and note that I am voluntarily entering into this Agreement on my own free will and choice.

In consideration for services provided by All West, I hereby waive and release all claims and, to the fullest extent permitted by the law, agree to indemnify, defend and hold harmless All West, its owners, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including, but not limited to, court cost, judgments and attorneys' fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or my exposure to the inherent risks associated with Fiber Facilities and All West's installation or maintenance of the Fiber Facilities. I further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against All West, its owners, agents, representatives, employees, successors or assigns by reason of its conduct or by reason of the condition of the Fiber Facilities. If any term, provision, covenant, release, assumption or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall no way be affected, impaired, or invalidated.

The Acknowledgement and Release Agreement applies immediately after the execution of this document and remains in force for the entire time that the Fiber Facilities remain installed on the property.

Signature

Printed Name

Date

Address

City, State, Zip

Buried Cable (under 500 ft) Drop Diagram

Name: _____

Phone: _____

Address: _____

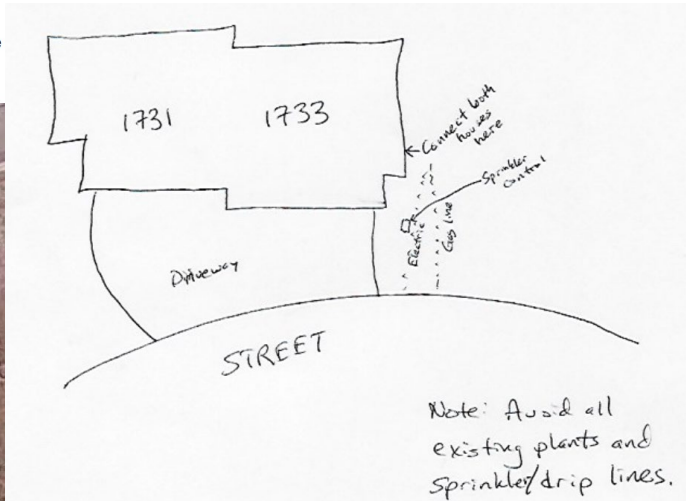
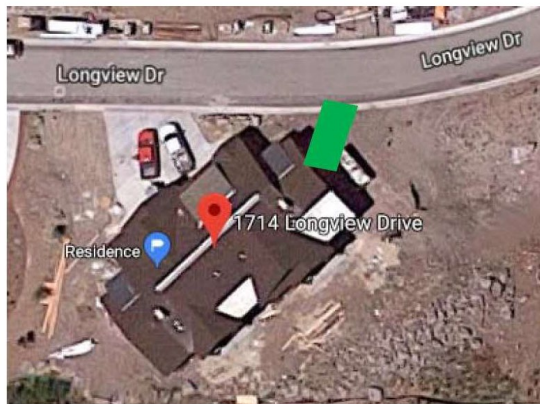
Sub-division: _____

Lot: _____

Future projects (planters, trees, walls, etc.) not on site at the time the All West cable is buried, will often be placed on top of the All West buried cable, which can cause issues with service. Knowing areas to avoid will help minimize future service issues. Please draw your house and existing obstacles such as sheds, driveways, power/gas/water lines, septic systems, planters, bushes, trees, etc., as well those areas allotted for future projects. **Please also indicate where the street is, in relation to the house. And if possible, please request contractor to add pipe/innerduct (usually 2") for fiber drop use.** (Photos, with marked areas, are also acceptable.)

Drawing/photo example:

Green shaded box should be general location of line drop - telecom/cable for both units are on this side of structure.



Any construction concerns should be directed to All West at 866.255.9378.