

# Subscription Agreement

\_\_\_\_\_ (“Company”),  
agrees to furnish the non-exclusive use of the below described radio services to the undersigned (“Customer”) for the full term and amounts stated below, and in consideration thereof, Customer agrees to make the full number of payments at the number and amounts stated below, commencing on the execution date below.

Customer \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_ Contact Email \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_ Business Phone \_\_\_\_\_

Monthly Rate	Unit Total	Other	Monthly	Connection Fee	Security Deposit
\$ _____	_____	_____	\$ _____	\$ _____	\$ _____

Payments are due on or before the first day of each calendar month in advance.

What the fine print says:

1. You have to pay on time, or we'll ding you for more. If we tell you you're late and you still don't pay, it gets very expensive for you.
2. You have to use your radios legally (business use only). Ask us if you need to understand that.
3. We aren't liable for anything you do with your radios, or basically anything else.
4. Radio reception sometimes has problems, both technical and natural-- we'll fix them when you report them to us, as soon as practical. Unless we are grossly negligent, you still have to pay.
5. You can't lend your radios to anyone other than your direct employees, or charge anyone else for using them.
6. Our rates may increase with the CPI, or from time to time for other reasons beyond our control, in which case we'll let you know.
7. If you default under this Agreement, you'll have to pay the full term remaining rental, along with any other costs we incur in collecting it. **Don't do that.**
8. This is a formal and legally binding contract.

Signed for Customer: \_\_\_\_\_

Title \_\_\_\_\_

Printed \_\_\_\_\_ Dated \_\_\_\_\_

Signed for Company: \_\_\_\_\_

Printed \_\_\_\_\_ Dated \_\_\_\_\_

## The Fine Print:

a) **Number of Units:** The number of units stated above is the initial number of units (base, control, mobile, portable or paging) that Company agrees to provide to Customer. Company reserves the right to request the removal of any equipment if in the opinion of Company, such equipment causes undesirable operation of the station and customer agrees to remove said equipment upon demand. Subsequent reduction of the number of units for any reason shall not reduce the payment amount unless requested by Company. Subsequent addition of the number of units may at the discretion of Company be added at the same rate. Such addition will then amend the total amount due for the remainder of the Agreement Term.

b) **Connection Fees:** Upon execution of this agreement, Customer agrees to pay the connection fee stated above. The connection fee shall be a one time non-refundable charge. Units added subsequent to the initial connection shall also incur a connection fee equal to the original "Connection Fee" divided by the "Unit Total" times the number of units being added to the system.

c) **Security Deposit:** The security deposit shall be non-refundable for the term of this agreement. Customer acknowledges that the security deposit shall be received and held by Company as security for the continuing performance of Customer's obligations hereunder. In the event such deposit is utilized by Company at its sole option and discretion, for application to satisfy any obligation of Customer thereunder, application of such security deposit to satisfy such obligations shall not relieve Customer of its continuing obligations hereunder, nor shall it be interpreted as a waiver of any rights or remedies of Company. At the termination of this agreement, Company shall refund security deposit or any portion thereof not utilized by Company to meet obligations of Customer. Company shall not be under any obligation to retain Customer's security deposit in an interest bearing or other special ear-marked account for the benefit of Customer. Company shall notify Customer as to the balance of the Security Deposit upon written request.

d) **General Provisions:** Customer certifies that it has read and understands all of the terms and conditions on the front and back sides of this agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the reverse side hereof are part of this agreement, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, MODIFICATIONS OR PERFORMANCE GUARANTEES OTHER THAN THOSE EXPRESSLY STATED HEREIN. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing and signed by Customer and Company. Any person executing this agreement on behalf of a Customer who is a corporation specifically agrees to be personally, jointly and severally liable for the performance hereunder.

e) **Permits, Licenses and Regulations:** Customer agrees and understands that it is customer's responsibility to abide by all Federal, State and local regulations pertaining to the installation and operation of the equipment. Customer agrees to secure at his own expense all licenses and permits required by law or ordinance. Customer agrees and understands that changes in rules and policies by agencies or persons other than Company that affect the operation or use of Customer's equipment and of the station are not the Company's responsibility. Customer hereby represents that he has obtained the necessary licenses and permits required to use said equipment, or that he will obtain said licenses and permits prior to any such use. In addition, Customer agrees to provide Company with a copy of its FCC license, license application, FCC assignment of authorization, U.S. Forest Service permits and any other documents required for the use of said equipment within 30 days of the starting date of this agreement.

f) **Liability:** Customer agrees and warrants that he will defend, indemnify and hold harmless Company from any liability arising from or in connection with Customer's use of the equipment. Customer will, upon notice, appear and defend any action brought against Company by any party arising from or in connection with Customer's use of the equipment and Customer will pay all of Company's costs and legal fees in connection therewith. Company shall have no liability to Customer or other parties for failure of the radio system to operate except insofar as a diminution of Customer's use charge for the station for the period during which such nonfunction shall exist, provided the nonfunctioning condition exists for a period of 5 consecutive days or more. Recognizing that it difficult or impossible to ascertain the nature and extent of any damages which may be caused by legal fault on the part of Company, the parties hereto hereby fix the sum of one hundred dollars as complete and liquidated damages and not as a penalty in the event a court of the law or equity determines such damages are the fault of Company.

g) **Radio and Telephone Channels:** Company does not guarantee that any radio channels will be obtained or continued, or that the channels will be adequate to satisfy Customer's requirements. Furthermore, Customer understands that Company has no control or responsibility as to the charges levied for the channels or as to the number of other users sharing channels with Customer or as to the amount of airtime available.

h) **Coverage and Interference:** Representations concerning the distance at which usable radio signals may be transmitted and received by the station or location thereof shall not be binding upon Company unless reduced to writing and made part of this agreement. Customer is hereby notified that the station is subject to degradation of performance from, but not limited to natural and man-made phenomena such as so called "skip" interference, power line and ignition noise, intermodulation, co-channel interference and interference from users of the same or other radio frequencies. Such interference and noise can be minimized by the addition of corrective devices (at Customer's expense) suitable for particular locations and installations. Company will make recommendations to the use of such devices, however, complete freedom from noise and interference cannot be guaranteed and no one is authorized to make, on behalf of Company any representations to the contrary. The Company is not responsible for interference due to the above or other causes. THERE ARE NO COVERAGE OR INTERFERENCE GUARANTEES OF ANY KIND UNLESS WRITTEN INTO THIS AGREEMENT.

i) **Title:** Customer shall have no right, title or interest in the station except for the non-exclusive use thereof as expressly set forth in this agreement.

j) **Use:** It is expressly agreed by Customer and Company that: (1) Customer shall at all times until the expiration of this agreement hold any required FCC station license for the equipment. (2) While using the station, Customer shall be responsible for its proper operation in compliance with FCC rules. (3) Customer hereby consents to the execution of agreements between Company and other parties eligible to share the station under FCC rules, whereby such parties may utilize and share said station with Customer. (4) Company has no control over the amount of time that said station will be available for Customer's use and that the amount of time that Customer uses or does not use said station shall in no way alter Customer's obligations to make payments to Company at the stated amount. (5) Customer represents that he has independently ascertained that the station is adequate and proper for Customer's intended use and has entered into this agreement based solely upon said independent investigation, and not by any representation by Company. (6) Customer agrees to conform to all rules of common courtesy and if in the opinion of Company, Customer continuously violates such rules or the rules of the FCC, Customer is in default of this agreement. (7) Customer may not permit anyone other than Customer and its employees to use the equipment described herein. (8) Customer may only use the station for the business activity Customer originally represented to Company. Any violation of the foregoing terms shall constitute a material breach by Customer, and a default of this agreement.

k) **Failures and Maintenance:** To ensure proper performance, Customer will obtain contract service with Company (or other service agency authorized by Company) for the maintenance of its equipment. If Customer fails to obtain contract service, Company may obtain contract service for Customer and Customer agrees to reimburse Company for the cost of said service plus a reasonable administration charge. Company agrees to contract service of Company's equipment to a reputable service agency. Maintenance to the equipment will be performed only during normal working hours, although the equipment will be available for use at all times (except for failures). Customer is hereby notified and understands that the equipment will not provide communications 100% of the time and will by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by Customer prior to the execution of this agreement and such failures shall not constitute non-performance or negligence on the part of Company so long as Company uses its best practical efforts to promptly effect any necessary repairs and maintenance in order to restore communications in the event of failure.

l) **Inspections and Modifications:** Customer agrees to make all radio units available to Company for inspection and/or modifications that are legally required or deemed desirable by Company and at the sole discretion of Company. Customer agrees to make all of his radio equipment available during normal working hours to Company or his agents for such inspections and/or modifications. Customer is responsible for the cost of any modifications that are mandated by the FCC or other legal authority or when Company mandates said modifications due to Customer violations of this agreement and Company cannot guarantee that such modifications will not degrade the system performance. Company shall not be liable for Customer's loss of use of the vehicle, personnel, radio equipment or consequential damages during such inspections and/or modifications.

m) **Transfer:** In the event that any State, local or Federal governmental agency caused the system to become unavailable, Company shall make other similar facilities available, and such modifications shall not affect the obligation of Customer.

n) **Termination:** In the event of termination of service, Customer agrees to assign any required licenses to Company or its designee. Failure to do so will obligate Customer to continue payments as stated on the reverse side herein until Customer transfers said license to Company or its designee. Should Company be unable to provide service to another customer as a result of Customer's failure to assign license, Customer shall be liable to Company for Company's loss of profit as a result of Customer's failure to assign license.

o) **Default:** If Customer refuses to allow Company to perform or through any act causes Company to be unable to perform or in the event that any payment remains unpaid for a period of 10 days after becoming due, or in the event that Customer is delinquent in any payments to Company (or any other creditor that is associated with Company) or if Customer makes an assignment for the benefit of creditors, becomes insolvent or becomes involuntarily or voluntarily bankrupt, or otherwise in default or in violation of any term or provision of this agreement, and fails to correct such default within five (5) days of written notice by Company, Company may declare the entire unpaid balance immediately due and payable with interest thereon at the maximum legal rate. In the event that Customer is in default of any term or condition therein, Company may within five days after mailing notice thereof, disconnect Customer's access to the station and otherwise prevent its use until Customer cures the default, reimburses Company for its costs of collection, and pays Company a reconnection charge. In the event that payment remains unpaid for a period of 45 days after becoming due, Company may disconnect Customer's access to system without notice. SUCH DISCONNECTION SHALL NOT CAUSE A REDUCTION IN THE NUMBER OF MONTHS OR THE AMOUNTS DUE UNDER THIS AGREEMENT. In the event suit is brought to enforce any of the terms or provisions hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

p) **Late Charges:** In the event any payment due hereunder shall remain unpaid for a period of ten days or more after the due date of such payment, Company shall be entitled to late charges in an amount equivalent to 2 percent per month for each and every month or portion thereof that such payment remains unpaid.

q) **Notice Provision:** Customer promises to notify Company in writing of each and every failure and/or malfunction on the part of Company or system by certified mail, return receipt requested, not later than 2 business days after the occurrence of such failure and/or malfunction. Customer also agrees to inform Company of all changes of address, telephone, ownership, contact personnel, location of base station, or company structure within 10 business days after said change.

r) **Assignment:** Should Customer be unable to make further use of the equipment and shall actually cease making use thereof, as a result of such inability, Customer shall be entitled to assign his rights and obligations hereunder with the express written permission of Company, provided, however, that the assignee shall be subject to the acceptance of Company, which acceptance Company will not unreasonably withhold. Upon assumption of the rights and obligations hereunder by said assignee, Customer and the persons signing this agreement on behalf of Customer shall remain liable for the assignee's performance hereunder. Company reserves the right to assign its rights and obligations hereunder.

s) **Paragraph Headings:** The headings of the paragraphs herein are contained for reference and convenience only and should not be interpreted in connection with the actual provisions hereof.

t) **Additional Charges:** Company will render additional billings for the following reasons: (1) License preparation for renewals, modifications, assignments, additions and deletions. (2) Investigation and/or repairing communications problems that are not created by a defect in the Company's equipment including but not limited to user interference within or extraneously to the system, channel crowding, deliberate or accidental jamming and failures of Customer's equipment. (3) Service requests during hours other than Mon.-Fri. 10:00 A.M. to 5:00 P.M. excluding holidays. (4) The FCC, the U.S. Forest Service, any public utility, any frequency coordinator or any other agency requires any fees and/or deposits in connection with the use of the equipment. (5) Excessive use of the station. This determination is solely made by Company and will be based upon comparison to similar companies and conditions. Customer agrees to pay all the above fees and/or deposits upon notice.

u) **Rate Adjustments:** The rates in this agreement may be adjusted once each calendar year to compensate for corresponding increases in the consumer price index without notice to Customer. Company may be forced to impose cost increases due to circumstances beyond the control of Company. Should this occur, Company must give Customer 60 days written notice of its intention to adjust said rates and customer shall have 30 days after receipt of notice to notify Company of their intent not to accept the increased rates and terminate this agreement.

v) **Term:** This agreement shall be in effect for a period of five years and will be extended for additional five year periods unless either party shall give written notice by certified mail (return receipt requested) to the other party of their intention not to extend the term of this agreement as least 60 days prior to the expiration of the initial term of this agreement or any extension thereof. Under no circumstances other than those above shall Customer be obligated to less than the full term of this agreement.

w) **Misc. Provisions:** Time is of the essence in this agreement. The waiver of any term, provision or default shall not constitute the waiver of any other term, provision or default. This contract is made and is to be performed at the corporate offices of Company. This contract shall be governed by the laws of the State of California. If any part of this agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

x) **Adding Customer Equipment:** Adding Customer equipment will be done only with Company approval. Should Customer wish to purchase equipment for augmenting an existing system from another source, the new equipment will be subject to the "Right of First Refusal" by Company in the following manner: A written estimate of equipment with model numbers and prices quoted will be submitted to Company for a competitive quote. If Company meets the price for identical merchandise, Customer will award the purchase of equipment to Company. If Company declines to quote or fails to respond within 10 days after a proper quotation is tendered and provided to Company, Customer may award the purchase of equipment to any accredited dealer of his choice. In that case, Customer will be obligated to pay any connection fees required.