



# Luminate Broadband Service Quote

2201 Elk River Rd Steamboat Springs, CO 80487

Prepared by: **Tony Stubitsch**

Prepared for: **Routt County Fairgrounds 398 S Poplar St, Hayden, CO 81639**

Thank you for your interest in our fiber internet solutions at Luminate Broadband.

This quote is for providing fiber internet service to the building south of the South Entrance and placing a fiber from there to the multi-purpose building. This quote does not guarantee full building Wi-Fi coverage at either location.

Terms and Costs	Description
Term Length	12 Months
Contract Start Date	On Install Date
One Time Installation Fee	\$5500.00

Monthly Recurring Costs	Price	QTY	Subtotal
Modem Rental	\$10.95	1	\$10.95
<input checked="" type="checkbox"/> Wi-Fi Mesh Unit	\$5.00	4	\$20.00
Business Internet Service (Select Desired Plan)			
<input checked="" type="radio"/> Business Basic 100Mbps/100Mbps	\$107.95	1	\$107.95
<input type="radio"/> Business Fundamental 250Mbps/250Mbps	\$155.95	1	\$155.95
<input type="radio"/> Business Maximum 500Mbps/500Mbps	\$299.95	1	\$299.95
<input type="radio"/> Business Ultimate 1Gbps/1Gbps	\$479.95	1	\$479.95

Monthly Subtotal **\$138.90**

Customer is responsible for all applicable federal, state, and local taxes or other surcharges, fees, user fees, and universal service contributions.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective the date of Customer's signature.

**Business name:** Routt County Fairgrounds

**Business phone number:** 970 276 3068

**Billing Address:** PO Box 1000 Hayden, CO 81639  
(Street, City, State, and Zip Code)

**IT Contact:** Routt County IT Department

Luminate Broadband may need to contact your IT Contact from time to time to work out technical details.

**Business contact name:** Noel Neal

**Contact phone number:** 970 276 3068

**Email Address:** nneal@co.routt.co.us

**Service/physical Address:** 398 S Poplar St, Hayden,  
(Street, City, State, and Zip Code) CO 81639

**By signing this Master Service Agreement:**

1. Customer has reviewed and agrees with the terms of this Agreement and the Terms of Service posted online at [www.Luminatebroadband.com](http://www.Luminatebroadband.com). Customer acknowledges and agrees that this Agreement and Terms of Service may change in the future but remain binding.
2. Customer represents it owns the Service Location or has permission from the property owner(s) to sign this Agreement.
3. Customer agrees to pay the installation fees, rates, and other service charges identified on the attached Service Quote and in the Terms of Service, all of which are subject to change.
4. Customer agrees to purchase the Service indicated on the Service Quote for at least the term indicated on the Service Quote.

If you have any questions or additional requests, please feel free to contact us at 970-870-4320.

Luminate representative: Tony Stubitsch

# Luminate Broadband Business Master Service Agreement

This Master Service Agreement (Agreement) describes the terms under which Yampa Valley Electric Association, d/b/a Luminate Fiber, LLC (Luminate) will provide business fiber optic telecommunications service (the Service) to the individual or entity identified below (Customer). Please read carefully, as this is a binding legal agreement.

**1. OVERVIEW.** The terms and conditions stated herein shall apply with respect to the provision of any and all telecommunications and related services ("Services") by Luminate Fiber LLC to Customer under the Service Agreement ("Agreement") and are a summary of the terms and conditions applicable to the Agreement. See our complete "Terms and Conditions" at [www.luminatebroadband.com](http://www.luminatebroadband.com) for the complete terms and conditions applicable to the Agreement.

**2. TERM AND TERMINATION.** The term of the Agreement shall commence upon the initial installation or activation of any Service and shall continue in full force and effect for the term of the Luminate Master Service Agreement ("Contract") or month to month if the Contract term has expired or no Contract was executed. Customer may terminate the Agreement on thirty (30) days' written notice to Luminate Fiber LLC or in accordance with the terms and provisions of the Contract. Luminate Fiber LLC may terminate the Agreement at any time upon written notice to Customer. Customer shall pay to Luminate Fiber LLC, immediately upon demand, all sums then due and unpaid at the time of termination. Business Customers shall require a Contract for services dependent upon the complexity and costs of the initial buildout and input costs. Contracts will vary from 1-3 years.

**3. RATES AND CHARGES.** The rates and charges for the Services are set forth in the Agreement, together with any and all of Luminate Fiber LLC's tariffs, as applicable and as amended from time to time. With respect to any Service provided by Luminate Fiber LLC to Customer for which a rate is not specified in the Rate Schedule, Luminate Fiber LLC's standard retail rates shall apply. Luminate Fiber LLC shall provide Customer with a current rate schedule for its standard retail rates at time of service activation from time to time and at the request of Customer. All equipment provided and located at Customer premise is owned and managed by Luminate Fiber LLC. Upon termination of this agreement, all equipment shall be returned to Luminate Fiber LLC or the Customer shall be invoiced for the remaining costs associated with the equipment based upon their respective service life and depreciation schedule. Customer shall make all payments when due as set forth in Section 5 below. In cases where Customer is subject to the Tax Payer Bill of Rights (TABOR) this contract and all financial provisions are subject to appropriation as defined in TABOR as set forth in the Colorado Constitution.

**4. TAXES AND SURCHARGES.** In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on Luminate Fiber LLC's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the Luminate Fiber LLC website at [www.luminatebroadband.com](http://www.luminatebroadband.com).

**5. BILLING AND PAYMENT.** Billing for any Service shall commence immediately following delivery of the Service to Customer's service address (es). Customer will receive a bill on or about the 1st of each month for that month's usage-based Services (including pro-rata charges for new services added during the prior month) and in advance for the current month's monthly charges. All bills are due and payable upon receipt. If Customer's bill is not paid by the date which is thirty (30) days after the invoice date listed on the bill (the "Due Date"), Customer shall pay Luminate Fiber LLC, in addition to the amount of the bill, a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law). Customer must provide Luminate Fiber LLC with written notice of any disputed charge(s) within thirty (30) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. Customer shall pay the invoiced amount by the Due Date; provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed

charges and reasons for the dispute. Luminare Fiber LLC and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, Luminare Fiber LLC shall issue a credit on Customer's subsequent invoice for the disputed amount. If Luminare Fiber LLC initiates legal proceedings to collect any amount due hereunder and Luminare Fiber LLC substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Luminare Fiber LLC in prosecuting such proceedings and any appeals therefrom. In the event Customer fails to pay any invoice when due or provide Luminare Fiber LLC with a notice of dispute, Luminare Fiber LLC shall notify Customer regarding its failure to pay such invoice. If after Luminare Fiber LLC has provided such notice, Customer continues to fail to pay such invoice(s) within 5 days after such notice, Luminare Fiber LLC may, in addition to any other rights and remedies available to Luminare Fiber LLC, suspend service under this Agreement until all outstanding invoice(s) are paid in full. In addition, in such case Luminare Fiber LLC may elect to terminate this Agreement and shall be entitled to seek and exercise such rights and remedies that may otherwise be permitted hereunder or at law or in equity.

**6. CUSTOMER RESPONSIBILITIES.** In addition to all other Customer responsibilities as set forth in the Agreement, Customer shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Service and the Luminare Fiber LLC network; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.

**7. UNAUTHORIZED USE OF SERVICES.** Luminare Fiber LLC shall have the right (but not the obligation) to take protective action against Customer in order to protect Luminare Fiber LLC's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in Luminare Fiber LLC's reasonable discretion. The Service does not support and Luminare Fiber LLC will not accept 976/900 and such other call types in which charges are placed on an end-users bill and Luminare Fiber LLC might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited with Luminare Fiber LLC's written consent.

**8. NO WARRANTY; LIMITATION OF LIABILITY.** LUMINARE FIBER LLC AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LUMINARE FIBER LLC AND ITS SUPPLIERS DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON LUMINARE FIBER LLC'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF LUMINARE FIBER LLC AND ITS SUPPLIERS. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO ANY SERVICES OR EQUIPMENT SOLD BY LUMINARE FIBER LLC HEREUNDER, AND LUMINARE FIBER LLC AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES WITH RESPECT THERETO. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL LUMINARE FIBER LLC AND ITS SUPPLIERS (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. LUMINARE FIBER LLC'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY,

SHALL BE LIMITED TO A MAXIMUM OF A TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO LUMINATE FIBER LLC IN THE MOST RECENT THREE MONTH PERIOD HEREUNDER. THE PROVISIONS OF THIS SECTION 8 CONSTITUTE AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THE PRICE CHARGED CUSTOMER IS BASED ON SUCH ALLOCATION OF RISK. THE TERMS OF THIS SECTION 8 SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS SECTION 8 SURVIVES TERMINATION OF THE AGREEMENT. TO THE EXTENT THAT SUCH TERMS CONFLICT, THE TERMS OF THIS SECTION 8 CONTROL THE TERMS AND CONDITIONS SET FORTH AT [www.luminatebroadband.com](http://www.luminatebroadband.com) WITH RESPECT TO THE MATTERS SET FORTH HEREIN.

**9. CPNI.** Under federal law, Customer has the right, and Luminate Fiber LLC has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Luminate Fiber LLC, Inc. and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Luminate Fiber LLC in writing at 2201 Elk River Road, Steamboat Springs, CO 80487. Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Service.

**10. NOTICES.** All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, recognized national overnight courier service (i.e. Federal Express), by registered or certified mail, return receipt requested, or by facsimile transmission, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

**11. MISCELLANEOUS.** The Agreement and the Standard Terms and Conditions are located at [www.luminatebroadband.com](http://www.luminatebroadband.com) and all other schedules applicable to the Services purchased by the Customer, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and any schedule (including any Additional Terms), the provisions of these Standard Terms shall take precedence unless otherwise indicated in the signed attached schedule. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Colorado.

**12. Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Electronic or e-signatures shall be sufficient to bind the parties to this Agreement.