

**APPLICATION / CONTRACT FOR FIBER TO THE HOME (FTTH) COMMUNICATION SERVICE  
NEXT, Powered by NAEC**

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with NEXT, Powered by NAEC, (hereinafter called "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the service agreement, and such terms of service as may from time to time be adopted by the Provider. The terms of the service agreement can be viewed online at [www.mynextfiber.com](http://www.mynextfiber.com).
2. The Applicant will, when FTTH service is made available, pay monthly the current rates determined by the Provider, or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) and all wiring is the property of the Provider and shall not be tampered with, opened, or removed by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to NEXT, Powered by NAEC and/or NAEC on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing NAEC electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that FTTH service requires electricity at the Applicant's service location, and if an electrical service outage occurs that the FTTH service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the FTTH network in any illegal manner as specified in the terms of service agreement found at [www.mynextfiber.com](http://www.mynextfiber.com), and as further defined by local, state, and federal laws and regulations.
9. Provider in no way is responsible or accountable for any loss of revenue or any other issue that might arise from an outage on the service provided to the Applicant.
10. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M-approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
11. Applicant's signature gives consent for email and text correspondence regarding account information.
12. The Applicant agrees to take a level of service with a minimum value of \$39.95 per month for 12 months. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device. Subscribers who only take basic phone service must maintain service for at least 12 months and will not be required to pay a minimum of \$39.95 a month.
13. Directory services and operator-assisted calls are the sole responsibility of the subscriber and not included in the monthly phone charge.

Applicant's name	NAEC member number
Location of FTTH service requested	
Home phone	Business phone
Cell phone	Email
Billing address	City, state and ZIP code
911 address of property	City, state and ZIP code

**Office Use Only**

Rec'd/Expired date: \_\_\_\_\_

Rec'd by: \_\_\_\_\_

NEXT account #: \_\_\_\_\_

Sent to scanning: \_\_\_\_\_

Service map loc: \_\_\_\_\_

Equipment map loc: \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

By signing this application, the Applicant is agreeing to the terms of this application. The Applicant also agrees to maintain a minimum service level for the amount and period specified in Section 12 beginning upon installation and to comply with all the terms in this application. By signing this application, the Applicant is also confirming he or she is the property owner or has permission from the property owner to have these services installed. Basic installation covers on-premise wiring of one data connection, one voice line and two video set-top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.



## CONTRACT ADDENDUM

NEXT, Powered By NAEC protects our assets by billing one month in advance and requiring a minimum contract of one year. In an effort to be transparent with our subscribers, we offer details and an example of our billing process below. **Please initial areas in yellow.**

Your first bill will be higher than a normal month's bill because it will include prorated charges from your connect date to the end of that month's billing cycle plus one month's service in advance. We've provided an example below for a residential subscriber with 100 Mbps internet and wireless gateway service. She connected Oct. 15 and has prorated charges for service received Oct. 15-31.

Internet charge for Oct. 15 to 31	\$24.97
Wireless gateway charge for Oct. 15 to 31	\$2.47
Internet charge for November	\$49.95
Wireless gateway for November	\$4.95
<b>Total first bill</b>	<b>\$82.34</b>
<b>Future monthly bills</b>	<b>\$54.90</b>

- I agree that my first billing statement will include a partial month's billing in addition to a month's advanced billing.
- If services are terminated before the 12-month commitment is complete, I understand that I will be billed \$39.95 for each unfulfilled contract month.
- No extensions are allowed on NEXT services. Payments need to be made by the due date to prevent disconnection of service. A 2-percent late fee is added if the bill is not paid by the due date. A \$50 reconnect fee is assessed if an account is disconnected for nonpayment.
- Free initial television installation covers up to two set-top boxes; each additional set-top box will cost \$50 to install.

NEXT strives for same-day resolution of any issues affecting residential or business service. We monitor our network 24/7 and are proactive in identifying and correcting issues that could lessen our high quality of service. We are grateful for your confidence in our service and look forward to serving your communication needs.

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Subscriber name

Date

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NEXT representative

Date