



Wireless Router Lease Agreement

03-17-2025 Rev III

By signing this agreement, you affirm that (a) you understand this Agreement between you and Kit Carson Internet ("KCI") and (b) you accept this Agreement and its terms and conditions. If you do not agree to all the terms and conditions of this Agreement, you must return the Wireless Router to KCI.

1. You will be billed monthly the following monthly rate: \$8.00 for the main Calix Router or Outdoor Mesh and \$5.00 for Calix indoor Mesh where applicable ().

Other devices outlined in schedule on the back

Late charges will be applicable if the amount billed is not paid by the due date. Late charges will be applied in the amount of 1.5% of all unpaid amounts.

2. The Wireless Router is KCI's property. You may not assign, rent, or transfer the Wireless Router or your rights or duties under this Agreement to another person or entity without KCI's prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Wireless Router, and you specifically agree not to use the Wireless Router with equipment electrically or mechanically incompatible with it, and if the Wireless Router is damaged by you, KCI may charge you a \$200 replacement charge.

3. Subject to any applicable law, KCI may (a) terminate this agreement, or (b) change any of the rates, terms, or conditions of this Agreement. KCI will notify of the effective date of the termination or change in rates, terms, or conditions, and, if applicable, a new Agreement will be provided to you. The notice may be included with your monthly bill. You must return the Wireless Router within 30 day termination notice. If you do not return the Wireless Router within 30 days following such a change in rates, terms, or conditions, this will constitute agreement to the new rates, terms, or conditions. Failure to return will result in the charges for the equipment being added to your Bill. 4. You may terminate this Agreement at any time, upon a 30-day notice and be paid in full, by calling KCI at 575.758.4838. Upon termination, you must promptly return the Wireless Router to KCI. If the Wireless Router is not promptly returned, KCI may charge you a \$200 replacement charge. If your KCI Internet service is terminated, or is subject to termination, for any reason, such as by or not limited to your cancellation of that service or failure to pay, this Agreement shall be deemed terminated as of the termination of the KCI Internet service, and you will be obligated to return the Wireless Router to KCI.

5. KCI does not guarantee the compatibility of the Wireless Router with your computer, operating system, or networking equipment, nor does KCI's Limited Warranty cover any defect present in your computer or network systems. KCI does not provide refunds or provide credits if the Wireless Router is incompatible with your devices, so please call KCI immediately if the Wireless Router is not working properly. Replacement Wireless Router may or may not be the same model. If the Wireless Router malfunctions due to a manufacturing defect, before the termination of the Rental Agreement, KCI will replace or repair it, at its option, without charge, so long as (a) you notify KCI by calling 575.758.4838, report that the Wireless Router's basic operations are not functioning properly, and cooperate with the KCI representative to evaluate the circumstances; (b) the Lease Agreement for the Wireless Router is in effect and has not been terminated; and you promptly return the Wireless Router to KCI's business office. If the Wireless Router is broken, damaged, or rendered inoperable for any reason other than a manufacturing defect, you will be responsible for a \$200 charge, which reflects the reasonable replacement cost of the Wireless Router.

www.kitcarson.com
575-758-4838

116 Cruz Alta Road, Taos, NM 87571



7. KCI, ITS AFFILIATES, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE MODEM AND/OR ROUTER OR THIS AGREEMENT, REGARDLESS OF THE BASIS UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER KCI HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO THE ROUTER, AND/OR FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT OR YOUR RELATIONSHIP WITH KCI SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY YOU TO KCI UNDER THIS AGREEMENT DURING THE MOST RECENT SIX- MONTH PERIOD PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE ALLEGED CLAIM.

8. In the event of any inconsistency between this Agreement and any other documents related to the Wireless Router exchanged between you and KCI, the provisions of this Agreement shall control. This is the entire agreement between the parties related to rental of the Wireless Router. This agreement can only be modified by a signed, written agreement from both parties.

9. Dispute Resolution and Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES THROUGH FINAL AND BINDING ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY a. Arbitration Terms. You agree that any dispute or claim arising out of or relating to the Wireless Router or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved through binding arbitration. b. Waiver of Class Action. By this Agreement, both you and KCI are waiving rights to litigate claims or disputes in court, including the right to a jury trial. You further waive any right to pursue any claim on a class or consolidated basis or in a representative capacity.

10. Notices or correspondence related to this Agreement should be sent to the following address: Kit Carson Internet, 116 Cruz Alta Road, Taos, NM 87571

Do you agree to the above terms and conditions? Yes, I agree to the terms.

<u>Device</u>	<u>Serial Number</u>	<u>MAC Address</u>	<u>Quantity</u>	<u>Price</u>
1 Calix u6.1 Router				\$8.00 a month
1 Calix u4m Mesh				\$5.00 a month
1 Calix u4hm Mesh				\$8.00 a month
1 Calix p6he Pro				\$20.00 a month
1 Calix p6dx Pro				\$20.00 a month
1 Calix u4g Blast				
1 Calix GPR8802x				\$22.00 a month

*** Enter 1st units here and use the next schedule page for additional unit serials and MACs.*

Phone Number: _____

KCI Account Number: _____ Email address: _____

Customer Name (Please print): _____ Date: _____

Customer Signature: _____