

Agreement

1. The Applicant will pay upon signing this Agreement, an estimated installation fee as set forth in the General Exchange Tariff of the Cooperative. An additional deposit may also be required to establish credit.
2. The Applicant will, when service becomes available, take from the Cooperative, service to be used on the premises described herein and will pay monthly at rates to be determined from time to time in accordance with the procedure specified in the By-Laws of the Cooperative. It is expressly understood that all amounts paid by the Applicant in excess of the operating costs of the Cooperative are furnished by the Applicant as capital and the Applicant shall be credited with the capital so furnished as provided by the By-Laws.
3. **By signing this application, providing the Applicant is the owner, the Applicant does grant to the Cooperative a right-of-way easement of not less than twenty (20) feet wide to construct, operate and maintain a telephone line or system on the land described, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and in or upon all streets, roads or highways abutting said land.**
4. The Applicant will comply with and will be bound by the provisions of the Charter and By-Laws of the Cooperative and such rules and regulations as may from time to time be adopted by the Cooperative.
5. The Applicant, by becoming a member, assumes NO personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that his private property is EXEMPT from execution for any such debts or liabilities.
6. Applicant agrees that venue will be fixed in state district court in Mills County, Texas for the resolution of any and all types of claims or conflicts between Applicant/Member and the Cooperative.
7. All payments are due and payable at the Cooperative's place of business or as stated on your monthly bill.
8. The Cooperative may, at any time, and at its sole discretion, revoke the privilege of extending credit to the Applicant for future services.
9. The Cooperative, or its designee, is expressly authorized to investigate any references, and other information furnished by the undersigned Applicant, or by any other person or entity pertaining to the undersigned Applicant's creditworthiness.
10. This application authorizes the Cooperative or its designee to verify Applicant's creditworthiness by obtaining a credit report, or by directly contacting banks, lending institutions, and suppliers in connection with this application or later in connection with an update, and specifically agrees to a continuing verification as to any trade, credit or bank reference by the Cooperative from year-to-year until said account is paid in full, or this authorization is revoked in writing.
11. If any clause or provision of this Application is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other clauses and provisions shall, nevertheless, remain in full force and effect.
12. The Applicant verifies that if any of the Primary or Secondary Contact #'s listed on the application are mobile phone numbers, the Applicant consents to receive calls and/or text messages via automated technology to this number for purposes including but not limited to: calls regarding outstanding bills, outages, special offers and appointment reminders by or on behalf of Central Texas Telephone Cooperative, Inc..