Drop Permit for Fiber Connection

Name: _____

Address: _____

Telephone: _____

The undersigned ("owner") hereby grants Mi-Fiber, LLC (collectively with its affiliates, agents, contractors, successors and assigns, "**Mi-Fiber**") his/her/its permission to install, connect, inspect, maintain, remove, repair or replace an optic communications drop and ancillary communications facilities under, upon and across the above-identified Premises, including a temporary drop, burying fiber to the Premises, and the installation of a service termination point enclosure on the side of the Premises. The fiber drop and related facilities and equipment ("Mi-Fiber Facilities") will be located as determined by Mi-Fiber in accordance with sound technical and engineering practices.

This permit is NOT a service order and DOES NOT commit either party to order or provide any service. This permit will be used by Mi-Fiber solely for the permitted activities listed herein. If the undersigned does not subscribe to Mi-Fiber service after Mi-Fiber buries fiber to the Premises, customer may be held responsible for the cost of this fiber drop.

Mi-Fiber shall pay to the owner or the owner's tenants, as their respective interests may appear, for any actual damages to trees, landscaping or existing buildings or structures, caused by the operations or activities of Mi-Fiber, whether in connection with the initial construction of the facilities or future operations or activities of Mi-Fiber.

TEMPORARY DROPS

Mi-Fiber may use a temporary drop connection to provide service. Owner agrees to the use of a temporary connection and approves Mi-Fiber or its contractor to place a temporary fiber cable drop at ground level across owner's property. Owner understands that owner is solely responsible for his or her own safety, health, and welfare until such time as the fiber cable drop may be buried underground, and it is solely owner's responsibility to assess and avoid any clear or hidden dangers and to avoid actions that could prove potentially hazardous or dangerous to those who access the property. Owner understands that a return trip(s) will be necessary to remove the ground level temporary fiber cable drop and install a permanent underground fiber cable drop and further understands that there will be a temporary loss of service during this process.

Mi-Fiber shall own and maintain the wiring external to the premises with the services, and owner shall be responsible for damages and repairs to Mi-Fiber Facilities caused by owner's acts or omissions.

LIMITATIONS ON LIABILITY

Mi-Fiber or any third party contracted by Mi-Fiber may take such actions as are necessary to repair and maintain Mi-Fiber's facilities. Mi-Fiber shall not incur any liability as a result thereof even though, for example, the actions may render the service unusable for a period of time. If Mi-Fiber determines that the reason for repair and maintenance is due to owner-provided facilities or owner's actions or omissions, or the facilities, acts or omissions of any party with whom owner has a relationship, such as a customer of owner, then owner shall compensate Mi-Fiber for the costs and expenses thereof.

Owner understands that Mi-Fiber and its contractors have taken appropriate measures to secure and stabilize the temporary fiber drop cable. However, regardless of those measures, owner assumes responsibility for themselves and others who access the property, to avoid the potential hazards related to the fiber drop cable location. Neither Mi-Fiber nor its contractors shall be liable for any claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership relating to the use of a temporary drop on the owner's premises.

By signing below, the undersigned warrants to Mi-Fiber that he/she/it is the owner of the Premises or, if the undersigned is not the owner of the Premises, that he/she/it has obtained the consent of the owner for Mi-Fiber to perform the permitted activities.

When installing a drop, Mi-Fiber will follow procedures set forth by Iowa One-Call to help locate existing public utility lines. However, private lines such as sprinkler systems, buried lines to out buildings, septic systems, drain fields, etc. are not a part of the one-call system. **In an effort to prevent disturbing private facilities, please identify any private lines you are aware of and provide us a telephone number where we can reach you to discuss their location.**

Utility Lines of Concern:

Comments regarding existing private utility lines:

Owner of the Premises:

Signature: _____

Print Name: _____

Date: _____