



City of Trail

Application for Service Dark Fibre Optic

Date of Application: _____

Applicant: _____

Registered Owner(s): _____

Property Civic Address: _____

Legal Description of Property:

Lot _____ Block _____ DL _____ Plan _____ Roll No.: _____

Type of Business: _____

Telephone: _____ E-mail: _____

Application

1. The Applicant hereby applies to the City for access to and the supply of Dark Fibre optic cable capability, to be provided either directly by the City, or through one or more contractors engaged from time to time by the City to operate the Service. The Applicant acknowledges and agrees that approval of this application by the City will form a contract between the Applicant and the City regarding the Service.
2. The Applicant agrees and acknowledges that all expressions used in this application are as defined in Bylaw No. 2765, 2013, a copy of which has been provided to the Applicant.

Provision of Service

3. The City will provide the Service for the Customer's use in accordance with the terms and conditions of Bylaw No. 2765, 2013 and the terms and conditions of the approved application.
4. The City may refuse to provide the Service to any Applicant, or suspend or discontinue providing the Service to any Customer, where the Applicant or Customer has been charged with or convicted of Illegal Activity which, in the City's sole determination, renders the Applicant or Customer ineligible to receive the Service, or where the intended use of the Service by the Applicant or Customer is not otherwise appropriate.
5. The Applicant intends to use the Service within its normal business operations. The Applicant agrees and acknowledges that all right, title and interest in the Network and Dark Fibre remains with the City, and the Applicant will not sell, exchange, lease, sublease, transfer, or otherwise make the Service available to third parties as Dark Fibre and will not attach any electronics to the Network except via the electronic inter-connecting equipment provided by the Network Operator.

6. The Applicant will do or cause to be done, at its expense and to the satisfaction of the City, all acts reasonably necessary for the City to obtain such registrations, permits or approvals as required by the City to access the Customer's Premises and building fixtures, to install, maintain, repair and relocate the Dark Fibre and appurtenances as required.
7. The Applicant will not interfere with, tamper with or damage the Network or the Equipment.

Consent to Enter Premises

8. The Applicant hereby consents to the installation of equipment and fibre optic cables ("Equipment") by the City in order to connect the Premises to the Network, and hereby grants an irrevocable non-exclusive license to the City and its contractors to access the Premises to install and maintain the Equipment. The license described herein will remain irrevocable with respect to the outdoor portion of the Premises and shall, with respect to the indoor portion of the Premises, terminate on the date that the Equipment is removed from the Premises by the City.
9. The Applicant agrees and acknowledges that installation of the Equipment and connecting the Premises to the Network may involve modification of the Premises, and the Applicant releases the City and its contractors from any liability for such modifications.

Payment

10. The Applicant will pay the Installation Fee at the time of application. If the application for Service is not approved, the Installation Fee will be refunded to the Applicant.

Termination of Service

11. The Applicant acknowledges and agrees that the City may terminate the Service immediately and without notice if:
 - a. The Customer ceases to be the registered owner(s) or legal occupant(s) of the Premises;
 - b. The Customer is in breach of any of the terms and conditions applicable to the Service;
 - c. The Customer has been charged with or convicted of any Illegal Activity;
 - d. The Customer has tampered with or misused the Service or the Equipment in any way; or
 - e. The Customer is or has been using the Service for a purpose which, in the sole determination of the City, is not appropriate.
12. The Applicant acknowledges and agrees that, upon termination of the Service, the Applicant as Customer will pay any costs incurred by the City for disconnection of the service to the Premises.

Liability Limitation and Indemnity

13. The Applicant acknowledges and agrees that the City is not and will not be liable to any Applicant, Customer, or third party, for any direct, indirect, special, consequential or incidental damages or loss of revenue or profit arising out of or in connection with the use or inability to use the Service, any interruption in the City's supply of the Service, or inability of the City to supply the Service, including any loss or anticipated loss from the Customer or third party's unauthorized use or tampering with the Service or the Equipment, or any loss arising from the City's termination of the Service and/or disconnection of the Service to the Premises.

- 14. The Applicant acknowledges and agrees that the Applicant (or Applicant as Customer) is solely responsible for determining whether the Service is suitable for use for the Applicant's purpose, and the City in providing the Service makes no warranty as to suitability of the service for the Applicant's purposes.
- 15. The Applicant acknowledges and agrees that the City is providing the Service of Dark Fibre only and that the City is not responsible for any additional necessary services provided by a Network Operator or Internet Service Provider.
- 16. The Applicant (or Applicant as Customer) hereby indemnifies the City from any damages, losses, liability, charges, fines, costs and expenses of any nature which the City may incur which arise out of or in connection with the Customer's unauthorized use of, or tampering with, the Service or Equipment.
- 17. Where the Applicant is not the Registered Owner of the Premises, the consent of each Registered Owner is required. Each Registered Owner, by signing the Consent below, agrees to be bound by all the terms and conditions of Bylaw No. 2765, 2013 and the terms and conditions in this Application.

Signature of Applicant:

Date:

Signature (Consent) of Registered Owner(s):

Date:

Approved:

Corporate Administrator; City of Trail

Date Approved:
