

Town of Bristol Fire Department

Hosted IP Phone Service Agreement

March 11, 2020

Terms and Conditions

This Equipment Rental Agreement (the "Agreement") is by and between **WAITSFIELD AND CHAMPLAIN VALLEY TELECOM, INC. (WCVT)**, a Vermont corporation with offices in Waitsfield, Vermont ("WCVT"), and **Town of Bristol Fire Department**, (the "Customer").

Section 1. **Rental.** WCVT hereby rents to the Customer, and the Customer hereby rents from WCVT, the telecommunications equipment listed on Schedule 1 attached hereto (the "Equipment") and WCVT hereby sublicenses the associated software for the Equipment, as applicable (together with the Equipment, the "System").

Section 2. **System Configuration & Changes**

WCVT will make any adds, moves or changes to the current Equipment free of charge for the first fifteen (15) business days from the date of cutover, after that point there may be a charge for any additional training. After the 15 business days any adds, moves or changes to the System shall be made by means of a job change order and will be invoiced to the Customer when complete. The terms of this Agreement will apply to any such change in the System. A job change order must be signed by an authorized representative of each party before WCVT will schedule any additional work or order additional equipment and/or software. The basic rental for the System shall be subject to adjustment in the event of any mutually agreeable addition or deletion in components.

Required Equipment

As part of your system configuration a UPS (battery backup) is required at the time of installation. The UPS may be supplied by the Customer or Customer may purchase one from WCVT for \$100.00 plus any applicable taxes. Please note, the UPS will be the sole property of the Customer and will not be maintained, supported or warranted by WCVT.

Section 3. **Terms and Training**

30-Day Money Back Guarantee

WCVT will provide a 30-day grace period from the date of cutover to the new equipment. If at any point within these 30 days the customer does not find the system satisfactory, we will retrieve all equipment, in working condition, and the contract is null and void.

Termination Liability and Tier Charges

This service has a 12-month minimum term, which begins the date of cutover. If you cancel service before the end of the 12-month term, you will pay 100% of the fixed remaining monthly commitment for the number of months left on the term. If you choose a 36 or 60 month term and cancel service early, the cancellation charge will be the difference between the contracted rate and the 12-month term, for the number of months remaining.

Prices are based on the number of seats rented, if at any time during the contract period the seats drop below the contract level early termination fees and lower tier pricing will take effect. For any phones returned there will be a restocking charge of \$100.00 per phone. The tier levels are listed below:

Tiers

- 1-10 seats
- 11-20 seats
- 21-40 seats
- 40 seats and above

At the end of the rental term the Customer will have the following options:

- 1) **Return of Equipment** Upon the expiration of the Term or any renewal term of this Agreement, the Customer agrees, at its expense, to uninstall and return the System, freight prepaid, to WCVT in the same condition it was delivered, except for ordinary wear and tear. The Customer agrees to pay all costs and expenses of WCVT (including reasonable legal fees and expenses) in the event Customer fails to return the system.
- 2) **Renewal** The Customer will have the option to renew the rental for another 12, 36 or 60 month term.
- 3) **Automatic Renewal** This Agreement will be automatically renewed on a month-to-month basis at the end of the original Term, at the rates listed on the signed rental agreement, unless the System has been returned to WCVT or the Customer has exercised the renewal option.

Training

Waitsfield and Champlain Valley Telecom will provide the necessary training. This includes operation of the features, web interface for moves, adds, changes, etc. The first 4 hours of training at \$90.00 per hour (\$360.00) are waived.

Section 4. **Ownership**. The Rented Equipment is, and shall at all times be and remain, the sole and exclusive property of WCVT; and the Customer shall have no property rights, title or interest therein or thereto, but only the rights to use the same as provided in this Agreement. The Customer, at its own cost and expense, shall protect and defend the title of WCVT in and to the Equipment. The Customer will not mortgage, assign, encumber or part with possession of the Equipment or attempt in any manner to dispose of the Equipment without the prior written consent of WCVT. The Customer will at all times keep the Equipment free and clear from all levies, attachments, liens, security interests and charges of any nature whatsoever, and shall indemnify and hold harmless WCVT from any loss or damage caused thereby.

Section 5. **Risk of Loss**. The System, until returned to WCVT in accordance with this Agreement, shall be held at all times at the sole risk of the Customer. No loss, theft, damage or destruction of all or any part of the System shall relieve the Customer of the obligation to pay rent or reduce the amount of such rental payments, nor relieve the Customer from any other obligation of this Agreement, and this Agreement shall remain in full force and effect. To the extent all or any part of the System shall be destroyed or damaged by any cause whatsoever, the Customer shall pay to WCVT the fair market value therefore, and the Customer shall immediately return to WCVT whatever then remains of the System.

Section 6. **Maintenance Services**. During the Term, WCVT shall repair or replace, or cause to be repaired and replaced by an independent contractor selected by WCVT, at WCVTs' option (the "Service"), any component part of the Equipment listed on Schedule 1 when it malfunctions, except as provided in Section 8. Replacement Equipment may be new or refurbished like new at WCVTs' option.

Section 7. **Charges for Additional Services.** The charge for additional services shall be at WCVT's current business and non-business hourly rates, whichever may apply, plus any applicable material charges. WCVT shall invoice the Customer upon the completion of each order for additional services.

Labor Rates

1. \$90.00/hour during normal business hours (Monday-Friday 8:00 a.m. – 4:30 p.m.)
\$135.00/hour outside our normal business hours
2. Programming Changes (during normal business hours)
 - a. \$12.50 per 15 minutes, if the changes can be made remotely
 - b. \$90.00/hour if a site visit is required to make the changes

Section 8. **Conditions for Service**

(a) WCVT shall not be obligated to perform Service if the Customer: (i) fails to follow applicable operation manuals, including, without limitation, manufacturer's product bulletins, (ii) makes additions to, alters, modifies, enhances, repairs or disassembles the Equipment (itself or using a third party) without WCVT's consent, (iii) mishandles, abuses, misuses or damages the Equipment (either itself or by others doing so); or (iv) relocates the Equipment without WCVT's consent (see Section 9, E911 Disclaimer). Service does not cover damage to the Equipment due to fire, explosion, power irregularities, power surges, acts of God (including without limitation, earthquakes, rains, floods or lightning), or any other cause not attributable to Selectronics' performance; or battery failures or consumable supplies.

(b) If the Customer requests WCVT to perform Service and (a) it was required as a result of any cause set forth in Section 8(a), or (b) it is determined that a defect or failure of the Equipment did not exist (*e.g.*, the problem was caused by facilities provided by the Customer's local or long distance carriers or service providers or equipment interfacing with the Equipment), WCVT reserves the right to charge Customer at WCVT's business or non-business hour rates, whichever may apply, and material charges for any work performed and materials supplied as an additional charge.

Section 9. **E911 Disclaimer**

You may not be able to reach the correct emergency services location if you move your phone to a location different from the physical address you initially registered. It is important that you register accurate physical location information every time you move the Equipment associated with your Hosted PBX service. If you move your Equipment to another location without notifying Waitsfield and Champlain Valley Telecom's Customer Service Department, when you dial 911 you may not be able to reach the correct emergency services location or any emergency personnel at all. Even if you do reach emergency personnel, if you have not provided accurate physical location information you will not be calling the emergency personnel near your actual current location and this emergency personnel may not be able to transfer your call or respond to your emergency.

It is important that you register an accurate physical location when you initiate your service and every time you move the Equipment associated with your Waitsfield and Champlain Valley Telecom Hosted PBX phone service. When you change your location, it may take up to 48 hours for your location change to be reflected in our records. During that time, you may not be able to reach the correct emergency services center or any emergency service provider by dialing 911.

Schedule 1 – Rental Terms and Payments

If you decide you would like to go with the phone purchase option, the phone costs are listed below.

Option 2: Phone Purchase
Phone Costs: \$1337.00

Item Description	QTY	Unit Cost	Total Cost
Polycom VVX 450 Desktop Business IP Phone - Without Power Supply	7	\$191.00	\$ 1,337.00
			\$ 1,337.00

Rental Device Buyout

You may purchase a rented device at any time following 12 months from the date you received the rented device. You agree to purchase the rented device under the following buyout schedule:

	Buyout per Rental Device
Less than 1 Year	100% of Retail Price
Greater than 1 Year and Less than 3 Years	70% of Retail Price
Greater than 3 Years	40% of Retail Price

Rental Agreement Monthly Recurring Costs

The costs below are for contracted services ONLY. Did not include Managed Wifi Fee. Managed WiFi is not contractual

Description	QTY	12-Month	36-Month	60-Month
Seat Cost	3	\$ 32.45	\$ 28.95	\$ 25.95
Subtotal		\$ 97.35	\$ 86.85	\$ 77.85
Total Seats				
		\$ 97.35	\$ 86.85	\$ 77.85
A La Carte Features				
Hunt Group / Find Me / Incoming Call Manager	1	\$ 6.95	\$ 6.95	\$ 6.95
Landline	2	\$ 28.45	\$ 28.45	\$ 28.45
Hosted Alarm Circuit	1	\$ 5.00	\$ 5.00	\$ 5.00
Subtotal		\$ 68.85	\$ 68.85	\$ 68.85
Option 2: Phone Rental				
Polycom VVX 450 Desktop Business IP Phone - Without Power Supply	7	\$ 14.64	\$ 6.97	\$ 6.10
Subtotal		\$ 102.48	\$ 48.79	\$ 42.70
Option 1: Monthly Service + Phone Purchase		\$ 166.20	\$ 155.70	\$ 146.70
Option 2: Monthly Service + Phone Rental		\$ 268.68	\$ 204.49	\$ 189.40

Note: Monthly service rates exclusive of taxes and other governmentally sanctioned fees and charges. Direct dialed long distance calls within continental United States billed at \$.08/minute. Local Measured Service included in monthly service rate. Fax/emergency line is a tariffed service and is subject to VT Public Service Board approved rates and regulation. Monthly service rates may vary depending on usage, system configuration, equipment, and services selected. .

Customer Supplied Equipment

Item Description	Qty

The above was supplied by the Customer and will not be maintained, supported or warranted by WCVT. The equipment will be the sole property of the customer.

Project Contact Information

Kris Merchant, Sales Manager
802-496-8554
kmerchant@wcvt.com

Dan Fuller, Business Systems Supervisor
802-496-8590
dfuller@corp.wcvt.com

Trouble Calls

Please contact Customer Service at 802-496-8309

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Waitsfield and Champlain Valley Telecom Hosted IP Phone Service Agreement

SELLER:

Waitsfield and Champlain Valley Telecom
P.O. Box 9, 3898 Main Street
Waitsfield, VT 05673
800.496.8554

CUSTOMER:

Town of Bristol Fire Department
Address
City, VT Zip
802.XXX.XXXX

Monthly Service Term:

Phone Rental Agreement Monthly Service Total

(excluding taxes and other governmentally sanctioned fees and charges)

- 12-Month Term**
\$268.68
- 36-Month Term**
\$204.49
- 60-Month Term**
\$189.40

Phone Purchase Agreement Monthly Service Total

(excluding taxes and other governmentally sanctioned fees and charges)

- 12-Month Term**
\$166.20
- 36-Month Term**
\$155.70
- 60-Month Term**
\$146.70

Customer Authorized Signature: _____

Printed Name: _____

Contact Number(s): _____

Date: _____

WCVT Authorized Signature:



Date:

March 11, 2020

Please note you are signing for HPBX charges only, not your total telephone bill.

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