

ESP604™



Cornerstone SMR, Inc.

The Foundation of Communication
www.cornerstonesmr.com



4620 N. State Road 7, Suite 120
Lauderdale Lakes, FL 33319
Phone: 866-290-8185, ext 206
Fax: 954-714-5221

User Agreement:
Date:
Account #:

Specialized Mobile Radio Service Agreement

Customer Information

Company:
Address:
City:
State/Zip:
Phone #:

Contact:
2nd. Contact:
Pager:
E-mail:
Fax #:

Title:
Title:
Cell #:

SITE AND RATE INFORMATION

	Start Date	Site Name	Option	QTY	Charge	Tax	Total
1.							\$ -
2.							\$ -
3.							\$ -
4.							\$ -
5.							\$ -
6.							\$ -
7.							\$ -
8.							\$ -
9.							\$ -
10.							\$ -
11.							\$ -
12.							\$ -
13.							\$ -
14.							\$ -
15.							\$ -
16.							\$ -
17.							\$ -
18.							\$ -
19.							\$ -
20.							\$ -

Internal Use Only

Radios

504
604
700
520

User: New:
Add-On:
Rep:
Term:

Notes:

Service Subtotal: \$ -
Sales Tax: \$ -

Monthly Total: \$ -

Terms:

Customer Signature

X _____
Date: _____

For information on this agreement call Cornerstone SMR, Inc. at 1-866-290-8185, ext. 206
I have read and understand the terms of this agreement as described above.

220-222 MHz SPECIALIZED MOBILE RADIO
USER AGREEMENT

TERMS AND CONDITIONS

WHEREAS, Cornerstone SMR, Inc., (hereinafter referred to as "Manager") is engaged in providing 220-222 MHz Specialized Mobile Radio ("SMR") service to the general public as authorized by the Federal Communications Commission ("FCC") and as a manager pursuant to a 220-222 MHz System Management Agreement with the owner/licensee at the SMR site stated in the application portion of this document and desires to contract with members of the general public for the provision of such service, and,

WHEREAS, User, as identified in the application portion of this document desires to contract for SMR service provided by Manager of the system and acknowledge the Manager has no legal obligation to provide such service except as provided in the User Agreement.

NOW, THEREFORE, Manager and User agree as follows:

- 1. Acceptance.** This document is an offer by the User which will become a contract when signed by the User and accepted in writing by an authorized representative of the Manager of the system. The banking, negotiation or other use of any payment from User shall not constitute acceptance of this Agreement by the Manager. It is agreed that sales are made only on the terms and conditions expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of service under this Agreement shall constitute an acceptance of these terms and conditions by User and User shall become bound by this Agreement.
- 2. Payment.** User agrees to pay for the services provided, including the optional features indicated in the application portion of this document. Billing will commence on the first or fifteenth day of the calendar month after service has begun. Airtime charges will be billed at the end of each month. The Manager reserves the right to charge a late fee of 10% for all bills not paid within the period stated in the applicable statement. Such late fees shall be described in each monthly statement.
- 3. Revision of Fees.** After the end of the second full year period of service, the Manager may at any time revise the monthly service fees set forth in the application portion of this document by giving the User written notice of the amount of increase at least sixty (60) days in advance of the date on which the increased fees are to become effective. Upon receipt of any such notice, User may terminate this Agreement by written notice within the sixty (60) day period; otherwise the new fees shall become effective on the date specified in any such notice. In the event of termination as provided above, all accrued and unpaid charges shall become immediately due and payable. The Manager shall provide a final billing statement within ten (10) days of any such termination.
- 4. Automatic Renewal and Termination.** This User Agreement shall remain in full force and effect for a period of two years from the date accepted by the Manager and shall be automatically extended for successive annual periods provided that either the Manager or the User may terminate this Agreement upon written notice of the other party thirty (30) days prior to the end of any such annual period, sent by certified mail to the address indicated in the application portion of this document and provided further, that this Agreement shall terminate instantly if the authorizations held by User or the Manager are revoked by the FCC. In the event of any such termination, all accrued and unpaid charges shall become immediately due and payable. The Manager shall provide a final billing statement with ten (10) days of any such termination.
- 5. Assignment; subcontract.** This User Agreement is for the personal benefit of User and may not be assigned in whole or in part by User to any other person or entity. The Manager reserves the right to assign this Agreement or subcontract any of its obligations set forth in this document.
- 6. Additional Service.** If the User is not in default, then at any time during the term of the Agreement or any renewal period, service will be provided for additional units ordered by the User. The User Charge will increase according to the number of additional units receiving such service.
- 7. Covenants of User.** User agrees to (a) observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC; and (b) operate the equipment so as not to cause undue interference with any other Users using the SMR system or systems identified in the application portion of this document. User recognizes that applicable FCC and other statutes, laws, ordinances, rules and regulations may change from time to time and that accordingly the Manager in its sole discretion has the right without liability to modify this Agreement to comply with any changes.
- 8. Coverage.** User acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Adverse propagation conditions, such as short term unpredictable meteorological effects and sky wave interference from distant stations, can and may interrupt services at times. Other causes beyond reasonable control of the Manager are motor ignition, and other electrical noise that could be minimized by corrective devices at User's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time. Any surveys, if provided, are to indicate general parameters of expected coverage. Coverage is limited to the area described in the application portion of this document. Coverage may be extended to other areas in the future due to expansion of the system. In the event User receives service in such expanded areas, User shall be liable for all such services as set forth in paragraphs 2 through 4. User shall be notified in writing of the option to use the expanded area, if any, and the fees associated therewith.
- 9. Default and Remedies.** If User fails to make any payment of any sum due or fails to perform as required by any other provision of this Agreement, and continues in such failure for fifteen (15) days after written notice has been sent by the Manager to User, the User shall be deemed in default under this Agreement. In the event of default, the Manager has the right to immediately terminate this Agreement, retain all payments made hereunder, deny User and service provided by the SMR system or systems identified in the application portion of this document, and impose a separate charge for disconnect and a separate charge for reconnect expenses each in the same amount stated as the initial hookup charge in the application portion of this document. If disconnect takes place, User may also be subjected to the additional costs for reprogramming its equipment. Each and all of the rights and remedies of the Manager pursuant to this Agreement are cumulative to and not in lieu of each and every other right and remedy afforded by law and equity. In the event of termination pursuant to this paragraph all accrued and unpaid charges shall become immediately due and payable. The Manager shall provide a final billing statement within ten (10) days of any such termination.
- 10. Warranty Limitations.** EXCEPT AS SPECIFIED IN THIS AGREEMENT, THE MANAGER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. Interruption of Service; Force Majeure.** Except for its own acts, the Manager shall not be liable to the User or any other person for any loss or damage, regardless of cause. The Manager does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service due directly or indirectly to causes beyond the control of the Manager or its subcontractors, including but not limited to, acts of God, or governmental entities, or of the public enemy, strikes, or unusually severe weather conditions. In the event of any failure or delay attributable to the fault of the Manager or its subcontractors. User agrees, however that no allowance will be given if such single failure or delay does not exceed forty-eight (48) hours.
- 12. Limitation of Liability; Indemnification.** THE MANAGER'S TOTAL LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND USER'S SOLE REMEDY REGARDLESS OF THE FORM OF THE ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE IS LIMITED TO THE PAYMENT BY THE MANAGER OF ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL AMOUNT PAID BY USER TO MANAGER FOR THE AFFECTED SERVICE. IN NO EVENT SHALL THE MANAGER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. ANY ACTION AGAINST THE MANAGER MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.
- 13. Notices.** Any notice or demand required or permitted to be given or made pursuant to this Agreement, shall be given or made by certified or registered mail or overnight delivery to the addresses given in the application portion of this document. The Manager or User may from time to time designate any other address for this purpose by written notice to the other party.
- 14. Waiver.** Failure or delay on the part of the Manager or User to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof. To be effective, a waiver must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any default or of the same type of default on a future occasion.
- 15. Miscellaneous.** This agreement may be modified only if in writing and signed by an officer of the Manager and an authorized agent of User. This Agreement constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations and agreement, whether oral or in writing. If any provision of this Agreement or the application thereof shall be found invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

X _____
(Customer Signature)

Date: _____

I have read and understand the terms of this agreement described above.