



Tel 503.837.0700 | Fax 503.837.0210
405 N Hogan Road, Monmouth, OR 97361
www.minetfiber.com

**Property Owner/Manager Approval of
MINET Installation**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Property Owner/Manager hereby grants unto **Monmouth Independence Networks** (“MINET”), having an address at 405 Hogan Rd. Monmouth, OR 97361, its successors and assigns, the right, privilege and authority to construct, reconstruct, relocate, replace, operate, repair, and/or maintain the following facilities within the building(s) which the undersigned owns or in which the undersigned has an interest, located at _____ (the “Building”).

Fiber optic network facilities installed by MINET, including but not limited to: Fiber optic cables, drops, jumpers, splice enclosures, distribution hubs and distribution terminals, optical network terminals, power supply units, battery backup units, inner-ducts, wall plates, conduits, raceways and moldings, copper cables and wires, coaxial cables and wires, jacks, interconnection devices, interface modules, and optical network equipment and/or cabinets.

(If multiple locations are to be approved on this one document please complete page 3).

If MINET installs conduits, raceways or molding in the Building, then it shall be installed at locations and with materials approved by Property Owner / Manager. Upon installation, such conduits, raceways and molding will be deemed building fixtures and will be owned by the Property Owner / Manager of the Building, subject to MINET’s right to remove, replace and maintain them. The fiber optic, copper and coaxial cables and lines and any flexible microducts installed by MINET within such conduits, raceways and molding will not be building fixtures and will continue to be owned by MINET. Property Owner / Manager shall not move, disturb, alter or change such cables and lines or connect, directly or indirectly, any telephones, computers, televisions or other devices to such cables and lines. If molding is installed, it may cover the conduits and raceways containing MINET’s cables and lines as well as any adjacent conduits and raceways owned by Property Owner / Manager or any cable TV or other communications company serving the Building, and Property Owner / Manager shall have the right to remove, replace and maintain such molding and shall also have the right to allow its contractors and any cable TV or other communications company serving the Building to remove, replace and maintain such molding.

It is understood that the work performed by MINET shall be performed in a workmanlike manner and that any damage to the premises caused thereby shall be corrected by MINET and that while constructing, reconstructing, relocating, replacing, operating, repairing, maintaining and removing its facilities, MINET shall hold harmless and indemnify the



Property Owner / Manager from physical injury to its property, its employees or the public which may occur at any time through the negligence of MINET.

Property Owner / Manager understands that MINET’s obligation to furnish service to occupants in the Building is contingent upon Property Owner / Manager allowing MINET to maintain its fiber optic network facilities in the Building. However, at any time after the fifth anniversary of the date of this Agreement, Property Owner / Manager may, upon 120 days’ prior written notice to MINET, terminate this Agreement.

This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

In witness whereof, the undersigned has duly executed this Agreement as of _____, 2009.

PROPERTY OWNER

Property Owner Phone # _____ Email: _____

Property Owner Address: _____

Printed Name of Property Owner

Property Owner Signature

Date Signed

OR BY AND THROUGH ITS REPRESENTATIVE (Property Mgr or Landlord)

Representative Phone # _____ Email: _____

Representative Address: _____

Representative Signature

Date Signed

Printed Name of Property Owner

Title

MINET Representative

MINET Representative Signature

Date Signed



Printed Name of MINET Representative

Title

If this agreement pertains to multiple addresses please list all below that are covered by this agreement. Use a separate line for each apartment or unit number.

- Location 1 _____
- Location 2 _____
- Location 3 _____
- Location 4 _____
- Location 5 _____
- Location 6 _____
- Location 7 _____
- Location 8 _____
- Location 9 _____
- Location 10 _____
- Location 11 _____
- Location 12 _____
- Location 13 _____
- Location 14 _____
- Location 15 _____
- Location 16 _____
- Location 17 _____
- Location 18 _____
- Location 20 _____
- Location 21 _____
- Location 22 _____
- Location 23 _____
- Location 24 _____
- Location 25 _____
- Location 26 _____
- Location 27 _____
- Location 28 _____
- Location 29 _____
- Location 30 _____

Initial of Property Owner who is signing the Agreement _____