



# Application for Service

Customer Information			Directory Information	
<input type="checkbox"/> Business Line <input type="checkbox"/> Residential Line			Name:	
Responsible Party:			<input type="checkbox"/> Listed <input type="checkbox"/> Unlisted <input type="checkbox"/> Unpublished	
Birth Date:	Social Security Number:	Password:	Listed Address (If different):	
Backup Question:		Answer:	Are you interested in yellow page advertising? (Business Lines Only) <input type="checkbox"/> Yes <input type="checkbox"/> No	
			Customer Options	
Birth Date:	Social Security Number:	Password:	<input type="checkbox"/> 900 Block <input type="checkbox"/> Toll Block <input type="checkbox"/> 3 <sup>rd</sup> Party Block <input type="checkbox"/> Collect Call Block	
Backup Question:		Answer:	Are you interested in Inside Wire Maintenance: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address:			Long Distance Carrier:	PIC Freeze: <input type="checkbox"/> Yes <input type="checkbox"/> No
Physical/E-911 Address (Required):			Calling Plan:	
Previous Address:			Toll Free Number:	
Contact Name:		Contact Number:	Calling Features:	
Email Address:			High Speed Internet	
Home Phone Number:	Cell Phone Number:		Email Address:	Password:
			Customer Employment	
Employer's Name:		Length of Employment:	Email Address:	Password:
Employer's Address:			Speed of HS Internet:	
Employer's City/State/Zip Code:			Do you have antivirus protection for your computer: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Supervisor's Name and Phone Number:				
Nearest Relative Not Living with You			Bundled Services	
Name:		Phone Number:	<input type="checkbox"/> Telephone <input type="checkbox"/> Internet <input type="checkbox"/> Security <input type="checkbox"/> Other	
Street Address:				
City/State/Zip Code:				
Additional Information				
Owner (If different from customer)		Contact Number:		
Previous Service with LPC:		<input type="checkbox"/> Yes <input type="checkbox"/> No		
If YES, under what name?		Previous Telephone Number:		
Would you like information for lifeline assistance credit?		<input type="checkbox"/> Yes <input type="checkbox"/> No		

By signing this application for service you agree to the terms and conditions as summarized on the back of this page.

Authorized Signer's Signature and Date		Second Authorized Signer's Signature and Date	
X	Date:	X	Date:
Driver's License Number:	State:	Driver's License Number:	State:
Expiration Date:		Expiration Date:	

Your service is billed in advance. Your first bill will include the prorated amount of your plan with additional surcharges, plus the month in advance, and any applicable installation fees.

TELECOMMUNICATIONS SERVICE  
TERMS AND CONDITIONS OF SERVICE

1. **Order and Agreement.** By signing on the opposite page and initialing below, Customer affirmatively requests the services ordered (the "Services") and agrees to accept and timely pay for the Services and related charges, including any applicable installation charges or equipment rental fees. The Company may change the prices and charges for the Services at any time and shall provide notice of such changes by bill message or other commercially reasonable notice. In order to be considered timely, Customer must pay all bills or invoices on or before the due date.
2. **Suspension or Cancellation.** This Agreement remains in effect for any Services that Customer continues to be enrolled in, use, or pay for. If Customer wishes to cancel the Services, Customer should contact the Company for further instructions. Company may suspend, restrict, or cancel the Services and this Agreement, if Customer does not make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges. In addition, Company may from time to time discontinue certain Services, subject to applicable law and regulation. If Services are suspended, restricted, or cancelled, any charges will accrue through the date that the Company fully processes the suspension, restriction, or cancellation. Customer must pay all outstanding charges for these Services, including payment of any bills that remain due after the date of cancellation. The Company may apply funds from any other amounts owed to Customer by the Company to cover any unpaid bills or charges owed by Customer to Company. Customer must reimburse the Company for any reasonable costs the Company incurs, including attorneys fees, to collect charges owed to Company.
3. **Disclaimers of Warranty.** THE COMPANY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND EQUIPMENT PROVIDED TO CUSTOMER ARE PROVIDED ON AN "AS IS" BASIS.
4. **Indemnification.** Customer agrees to indemnify and hold harmless the Company with respect to any third-party claims, demands, or actions arising from Customer's negligent or wrongful acts or omissions, including, without limitation, infringement of a third party's property rights. Additionally, in the event Customer violates any of the terms, provisions, or conditions of this Agreement, in addition to being subject to other remedies, liabilities, and obligations that may be imposed on Customer for such violation, shall indemnify and hold harmless the Company with respect to any and all claims, demands, and actions that may arise out of or by reason of such violation. Indemnification hereunder shall cover, but is not limited to, costs and attorney fees incident to any of the foregoing.
5. **Limitation of Liability.** In no event shall the Company be liable to Customer for lost profits of Customer or special, incidental or consequential damages, even if the Company has been advised of the possibility of such damages. In addition, the Company shall not be liable for any claim or demand made against Customer by any third party. The Company's total liability under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed the total amount of fees paid to Company by Customer in connection with this Agreement. This limitation shall apply to all claims of Customer of any nature, including, without limitation, interruption of Service or damage to hardware, software, or other equipment of Customer.
6. **Customer Warranties.** Customer represents and warrants that he, she or it: (i) it has full authority to enter into this Agreement and (ii) all obligations owed to third parties with respect to the activities contemplated to be undertaken by Customer pursuant to this Agreement are or will be fully satisfied by Customer, so that Company will not have any obligations with respect thereto.
7. **Acceptable Use.** Neither Customer nor Customer's users shall stalk others, post, transmit, or originate any unlawful, threatening, abusive, fraudulent, hateful, defamatory, obscene, or pornographic communication, or any communication where the message, or its transmission or distribution, would constitute or would encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law.
8. **Hardware, Software and Equipment.** Customer is solely responsible for providing all telephone equipment necessary to access the Services provided by the Company. The Company makes no representations, warranties or assurances that hardware, software or other equipment independently purchased or otherwise owned by Customer will be compatible with the Services provided by the Company. If approved by the Company and subject to availability, Customer may rent equipment from the Company.
9. **Damage or Loss of Equipment.** Under no circumstances shall the Company be liable to Customer or any third-party for damage to equipment used by Customer to gain access to the Services provided by the Company.
10. **Survival of Obligations.** Upon expiration or termination of this Agreement, the payment obligations of the Customer, including, without limitation, those referenced in Section 1 and the warranties and obligations contained in Sections 3, 4, 5 and 6 shall survive the termination of this Agreement.
11. **Force Majeure.** The Company shall not be deemed in default of its obligations under this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God or any act beyond its reasonable control.
12. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement without the written consent of the Company.
13. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. No waiver by a party of any right under this Agreement shall be effective unless in writing and signed by the party making the waiver.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
15. **Severability.** In the event that a court of competent jurisdiction holds that any particular provision or requirement of this Agreement is in violation of any applicable law or is otherwise unenforceable, this Agreement shall be construed as if such provision or requirement were not written into this Agreement, or upon the request of either party hereto, such provision or requirement may be reformed or construed in a manner which will be valid and enforceable to the maximum extent permitted by law.
16. **Acknowledgement.** Customer acknowledges that it has read and understood the terms of this Agreement, including those contained on both pages of this Agreement, and that all such terms are reasonable. Customer agrees to comply with all provisions contained herein.