



## Right of Entry and Installation Agreement

This Right of Entry and Installation Agreement (“Agreement”) is made as of the date signed below (the “Effective Date”) between \_\_\_\_\_ (“Owner) and Surf Air Wireless, LLC dba Surf Internet (“Surf”) concerning the grounds located at \_\_\_\_\_ (“Property”) for which Owner is the duly authorized entity to represent and bind the Property.

In order to provide fiber internet services to residents living on the property, the owner agrees to provide necessary approvals and authorization for Surf to install its fiber optic cabling on the grounds on a voluntary basis. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Owner grants to Surf, its contractors, agents, employees, and assign the right to install, operate, maintain, repair, upgrade, and replace a fiber optic cable on the Property.
2. Owner understands, and agrees that, Surf owns and will continue to own the fiber optic cable, which will not be deemed fixtures. Owner will not move, disturb, alter, or change the fiber optic cable except with Surf’s written consent or in the case of an emergency.
3. Surf will exercise due care in entering the Property to perform installation, maintenance, and repair on the fiber optic cable.
4. Surf will obtain and maintain the following types of insurance: (i) commercial general liability (Bodily Injury/Property Damage) \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (ii) an umbrella policy in the amount of \$1,000,000 per occurrence.
5. Surf will receive a one-time right of entry which will commence upon the effective date. The Agreement will remain in effect, unless terminated as set forth in the Agreement.
6. This Agreement may be terminated by (i) Surf at any time or by (ii) Owner at or after 12 months after commencement.
7. Upon thirty (30) days’ prior written notice, either party may assign this Agreement pursuant to any merger, acquisition, consolidation, sale, or other transfer of all or substantially all of the assets or business of the assigning party.
8. NEITHER PARTY, NOR SURF’S CONTRACTORS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN TEN THOUSAND DOLLARS, OR THE ACTUAL AMOUNT OF DAMAGES, WHICHEVER IS LESS.
9. Surf will provide owner with 48-hour notice of need to enter property for installation of fiber for customer and advance notice as available for any emergency maintenance. Owner will provide to Surf contact information for Surf to use to contact owner.



10. This Agreement is the parties' entire agreement, superseding any prior or contemporaneous agreements. Any amendments to this Agreement must be in writing and signed by the authorized parties. Failure to enforce any of the provisions of this Agreement will not constitute a waiver.

11. This Agreement does not create any agency or partnership relationship between the parties.

12. Owner, by signing this Agreement, represents and warrants that it is the owner, the owner's authorized agent, or the representative board for the homeowners or condo association, for the Property, and that the Owner has full power and authority to enter into the Agreement, Further, if Owner is a condo or homeowners association, Owner has obtained any necessary approvals of the individual unit owners as required by law or the by-laws of the condo or homeowners association.

13. This Agreement is governed by the laws of the state of Indiana, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Elkhart, Indiana.

Owner: \_\_\_\_\_

**Surf Air Wireless, LLC dba Surf Internet**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Gene Crusie, CEO

Date: \_\_\_\_\_

Date: 5/31/2022