

# Tbaytel Wireline Business Proposal





Town Of Fort Frances  
740 Scott St  
Fort Frances, ON P9A 1H8

Dear Doug Brown,

On behalf of Tbaytel, I would like to thank you for giving us the opportunity to work together to customize the right telecommunications solutions for the unique needs of your business. We are confident Tbaytel's suite of products and services will be the right decision to keep your business moving in the right direction.

For over 110 years, Tbaytel has recognized the importance of evolution and innovation helping us to grow to become the largest independently owned telecommunications provider in Canada. Our team of employees strive to deliver best in class service throughout our extensive products and services including Internet, Voice, Wireless, TV and Security.

Our team of dedicated Customer Relationship Managers focus on more than just sales. We are committed to learning and understanding the needs of your business to find the solution that's right for you, plus we will be there for you the entire way; before, during and after the sale.

Enclosed in your Business Proposal package, you will find your service agreement that was created based on our initial assessments of your business objectives as well as our associated Terms and Conditions. Please review all documents carefully and ensure you let your dedicated Account Manager know if you have any questions or concerns.

Sincerely,



Justin Nucci  
Director – Sales  
Tbaytel

# Business Service Agreement

**Town Of Fort Frances** hereinafter called the Customer, requests Tbaytel to furnish the service, equipment and/or facilities specified on Schedule "A", attached hereto and forming part of this Agreement, on the premises of the Customer at the locations listed on Schedule "A".

## TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

Services as listed on Schedule "A" are for a term of **(60)** months (the "Contract Term"). This Agreement will take effect once service(s) have been installed or upgraded.

### 1. Early Termination by Customer

- 1.1 The Customer may terminate this Agreement at any time before the end of the Contract Term by giving notice to Tbaytel at least thirty (30) days before the proposed early termination date. If a customer terminates the agreement early, the Customer shall pay to Tbaytel one hundred percent (100%) of all fees and taxes listed in the attached schedule for the remaining months of the Contract Term.
- 1.2 Should the Customer's wired services be terminated due to business closure, relocation outside of Tbaytel's serving territory or deactivated due to minimal use, Tbaytel at its sole discretion may consider the waiving of penalties or termination charges. It is noted that the service to be installed at 1150 Portage Avenue North may not be required for the full term of this agreement and therefore Tbaytel will allow cancellation of this service without penalty after 24 months of service.

### 2. Moves/Adds/Changes

- 2.1 For services provided on Fibre, should the Customer relocate to another office space within Tbaytel's Fibre serving territory during the Contract Term, the terms and conditions of this Agreement will remain in force. If the customer relocates to a location that does not currently support Fibre, Tbaytel will make an effort to provide the same level of service at the new location with the following requirements;
  - 1.1.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and
  - 1.1.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

If Tbaytel cannot provide Fibre at the new location or if the cost to provide Fibre cannot be absorbed by the customer, Tbaytel will transfer this Agreement to Tbaytel services delivered over Copper infrastructure.

- 2.2 For services provided on Copper, should the customer move to an area with Fibre available and would like Fibre services, Tbaytel will make an effort to migrate the customer to a Fibre solution at the new location with the following requirements;

- 2.2.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and
- 2.2.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

#### **Pricing and Changes**

- 2.3 The Customer is entitled to an annual pricing review upon request. During this time, if Tbaytel pricing of the same or directly equivalent wired service has decreased, the rate will be adjusted for future months based on execution of a new Contract Term.
- 2.4 Tbaytel may change the terms of this Agreement, including the rates, by giving the Customer at least 30 days' notice in writing, unless the Customer is in a fixed pricing agreement if or otherwise specified.
- 2.5 If the customer is interested in migrating to an alternative or new Tbaytel wired solution that is offered at different rates, Tbaytel at its sole discretion may consider renegotiating the terms of this Agreement.
- 2.6 Tbaytel will reduce bandwidth and related monthly pricing to a new rate that is no more than 25% less than the existing monthly rate at the Customer's request with 30 days' notice.

#### **4. Equipment**

- 4.1 If the Customer terminates service, the Customer must return any rented equipment in working condition. If the equipment is not returned to Tbaytel, Tbaytel reserves the right to charge the Customer the replacement costs of the equipment. This includes additional rental equipment added after signing this Agreement associated with the services outlined in Schedule A.

#### **5. Successors and Assigns**


- 5.1 This Agreement may not be assigned by Customer without the prior written consent of Tbaytel, such consent not to be unreasonably withheld. Tbaytel may, without consent, assign this Agreement in connection with a corporate reorganization or merger or to any entity that controls, is controlled by or is under common control with Tbaytel or to a purchaser of all or substantially all of its assets or business, and in any such event, Tbaytel shall be released from its obligations here under to the extent they are assumed by the assignee.

#### **6. Terms of Service**

- 6.1 By signing this Agreement, the Customer understands that they are bound by Tbaytel's Business Service Terms of Service, which form part of this Agreement and can be found at <http://www.tbaytel.net/termsofservice>. Tbaytel reserves the right to amend the Terms of Service from time to time and it is the Customer's responsibility to check the website regularly for updates.

Customer Initials \_\_\_\_\_

**Tbaytel**

Signature   
Justin Nucci  
Printed Name

2018-09-12  
Date  
Director – Sales  
Title

**Customer**

I agree to all of the terms and conditions set out in this Agreement and have reviewed Tbaytel's Business Service Terms of Service.

*(If the customer is a corporation)* I confirm that I am an officer of the Corporation and have the authority to bind the Corporation and this contract has been approved by the Corporation's Board of Directors.

Signature  
Printed Name

Date  
Title (Duly Authorized)

Signature  
Printed Name

Date  
Title (Duly Authorized)

## Schedule A: Business Service Agreement

<b>CONTRACT BUSINESS NAME:</b>	Town Of Fort Frances
<b>CONTRACT TERM:</b>	5 Years
<b>CONTRACT START DATE:</b>	December 1, 2018 or date to be determined
<b>CONTRACT END DATE:</b>	60 months from start date
<b>CUSTOMER ACCOUNT #:</b>	53028035
<b>BILLING ADDRESS:</b>	320 Portage St. Fort Frances, ON P9A 3P9

### PRICING GRID – Promotional, fixed term, or contracted pricing effective upon execution of agreement

Service Description	Location	Duration	Regular Monthly Rate	Monthly Discount	Final Monthly Rate (per service)
200Mbps LAN Extension	320 Portage Ave. Fort Frances Civic Centre	60 months	\$692.00	\$370.00	\$320.00
50Mbps LAN Extension	900 Wright Ave. Fort Frances Public Works	60 months	\$464.00	\$249.00	\$215.00
50Mbps LAN Extension	740 Scott St. Fort Frances Memorial Arena	60 months	\$464.00	\$249.00	\$215.00
30Mbps LAN Extension	259 Scott St. Fort Frances Museum	60 months	\$426.00	\$231.00	\$195.00
30Mbps LAN Extension	1150 Portage Ave. N. Fort Frances Children's Complex	60 months	\$426.00	\$231.00	\$195.00
15Mbps LAN Extension	901 Colonization Rd. E. Water Treatment Plant	60 months	\$321.00	\$176.00	\$145.00
5Mbps LAN Extension	1319 Colonization Rd W. Riverview Cemetary	60 months	\$243.00	\$128.00	\$115.00
5Mbps LAN Extension	220 McIrvine Rd. Water Tower	60 months	\$243.00	\$128.00	\$115.00
5Mbps LAN Extension	600 King's Hwy Fort Frances Cemetary	60 months	\$243.00	\$128.00	\$115.00
10Mbps LAN Extension	401 Nelson St. Sister Kennedy Centre	60 months	\$282.00	\$152.00	\$130.00
10Mbps LAN Extension	101 Front St. Sorting Gap Marina	60 months	\$282.00	\$152.00	\$130.00
15Mbps LAN Extension	939 Wright Ave. N. Fort Frances Power Corporation Operations Centre	60 months	\$321.00	\$176.00	\$145.00
5Mbps LAN Extension	1151 Walker Ave. Fort Frances Power Corporation Switching Station	60 months	\$243.00	\$128.00	\$115.00
10Mbps LAN Extension	601 Reid Ave. Fort Frances Library	60 months	\$282.00	\$152.00	\$130.00

Contracted rates reflect current in market rates. Unless on a Fixed Term rate, rates will be subject to change and reflect current in market rates.

**SERVICE CHARGES**

Description of Non-recurring Costs	Installation of Fibre Optic cable, Hardware and Engineering services to deliver a Private Layer 2 Network for the Town of Fort Frances	
Total One-time Costs		\$50,000

Customer Initials \_\_\_\_\_