



702 State St | Mound City
660-442-5156

214 S Main St | Rock Port
877-405-8070



Equipment User Agreement

We, Rock Port Telephone and its Subsidiary, will provide you certain proprietary electronic equipment necessary to enjoy our services. This equipment is not for sale, and is legally available from and through us for use with our services. It remains our personal property or that of our designees. If services are terminated this equipment must be returned to us in fully useable condition.

Delivery, Use, Care, Replacement, Right of Entry

You agree that the equipment has been delivered and installed at your installation address and in our business records. **It is for your residential and personal use only at that address and may not be resold or given away in any form.** You agree to take reasonable care of the equipment and agree not to open the equipment, take it apart, or alter it in any way. You are responsible and will be billed for damage to all equipment beyond reasonable wear and tear from normal use, which occurs before you return or surrender it to us. All equipment must be returned in fully usable condition. Except for loss or damage caused by misuse or abuse; if you notify us of equipment failure, we will repair it or exchange it for properly functioning equipment. You agree to allow us to enter your installation address, at any reasonable time, to inspect, repair, replace or remove the equipment.

Damage Waiver

You agree that we shall not be liable for damages, whether direct and/or consequential, resulting from any malfunction or failure of the equipment, or for any delay in promptly replacing malfunctioning equipment.

Failure to Comply with Your Commitments Regarding use of Equipment

If you fail to comply with your commitment contained herein, or with any term of agreement under which you are receiving services from us, you understand and agree we may do one or more of the following: (1) terminate your right to use the equipment; (2) terminate your right to receive services from us or our affiliates; (3) recover the equipment; and/or (4) bring legal or other action for return of all equipment and any amounts due to us hereunder (including reasonable attorney fees and other costs of collection). **Any lost or unreturned equipment will be billed to you. You agree that this provision is not a waiver by the company of any rights or remedies available for breach of this agreement. All such rights and remedies are cumulative and shall not be deemed exclusive. Nothing herein affects your obligation to return our equipment promptly upon your breach of this agreement.**