

# Downtown Fiber Agreement

This Agreement made by and between **Warsaw Fiber LLC (WF)**, a Fiber Optic Internet Service Provider at 99 College Ave, Winona Lake, Indiana, and the **Warsaw Redevelopment Commission (WRC)**, a Government Commission for the City of Warsaw at City Hall 102 S. Buffalo St, Warsaw, Indiana.

WF and WRC hereby agree:

1. **TERMS:** The principal terms of this agreement would be substantially as follows:

- a. **REAL & EFFECTIVE AGREEMENT:** WRC agrees to pay for 60% of the "customer financed" portion of the build-out cost for installing Fiber Optic cable from WF's current closest splice point to the downtown area. The total amount of the "customer financed" portion is \$35,000. The total amount which WRC agrees to pay is \$21,000. WRC agrees to pay the said \$21,000 in full upon completion of the specified installation of Fiber Optic cable to the downtown area.
- b. **CONSIDERATION:** The enforcement and execution of this agreement will be contingent upon WF signing at least ten (10) business customers in the downtown area specified as the TIF District.
- c. **EXPEDIENCY:** All Parties will use all reasonable efforts to facilitate the completion of the contingent portion of this agreement.

2. **EXPENSES:** WF agrees to assume all marketing, advertising, and sales expenses as such and where applicable. WRC agrees that the methods of marketing, advertising and sales are at the sole discretion of WF.

WRC agrees that in the case of unforeseeable circumstances outside of the control of either the WRC and/or WF, in which the actual cost of installation of the Fiber Optic cable exceeds the original budgeted amount of \$35,000 by more than 15%, WRC's 60% will reflect this new higher budgeted price.

3. **AUTHORITY:** WRC agrees to authorize WF to use this signed agreement in its marketing and sales efforts to meet the provisional section of the agreement. WF agrees that outside of direct marketing and sales contact communication with potential

customers WF will not publicize or make known in any mass media communication the contents of the agreement unless expressly authorized to do so by WRC.

4. **OWNERSHIP RIGHT:** WRC agrees that this agreement is in no way or circumstance an agreement for the sale of the installed Fiber Optic cable. WRC agrees and understands that the installed Fiber Optic cable is and remains in perpetuity the sole property of WF.
5. **EXCLUSIVE RIGHTS:** In order to induce WF to commit the resources, time, and efforts necessary to fulfill the CONSIDERATION portion of this agreement, WRC agrees that the contents of this agreement are an exclusive agreement offered to and accepted by WF for the duration of one (1) year from the date of signing. WRC agrees that it shall not initiate, solicit, encourage, directly or indirectly, or accept any offer of proposal regarding the details of this agreement by, from, or to any third party.
6. **MISCELLANEOUS:** This agreement shall be governed by the substantive laws of the State of INDIANA without regard to conflict of law principles. This agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understanding of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This agreement may be amended only by written agreement, signed by both parties.

IN WITNESS WHEREOF, the parties do hereby enter into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

By: \_\_\_\_\_ (Signature)

Printed Name: T. DEAN AVEY

Title: PRESIDENT, WARSAW FIBER

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

By: \_\_\_\_\_ (Signature)

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

Title: \_\_\_\_\_

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