



**FIBER OPTIC UTILITY
AGREEMENT**

This Fiber Optic Utility Agreement (“FUA”) is an agreement by and between Real Property Owner (“Owner”) and Alyrica Networks, Inc. (“Alyrica”) relating to the placement of certain Provider Equipment (as defined below) on the Property described below. “Owner” includes the person(s) identified below, any others who have an ownership interest in the real property at the physical address listed below, and the heirs, devisees, successors, and assigns of the foregoing, it being the intent that this FUA will run with the land and inure to the benefit of and be binding upon future Owners of the real property. If Owner later elects to subscribe to internet service on or for the Property, this FUA will become a part of and be incorporated by reference into the Service Terms and Conditions Agreement (the “Service Agreement”), and under the Service Agreement the Owner may be referred to as the “Customer”. Any capitalized terms not defined in this FUA will have the same meaning as defined in the Service Agreement. Once a Service Agreement is entered into, in the event of any conflict between this FUA and the Service Agreement, as the Service Agreement may be amended by Alyrica from time to time, the terms of the Service Agreement shall govern.

PROPERTY OWNER DETAILS	
NAME OF PROPERTY OWNER	
PROPERTY ADDRESS	
PROPERTY OWNER ADDRESS (if different than property address)	
EMAIL ADDRESS	
HOME/OFFICE PHONE	
MOBILE PHONE	

Owner agrees that Alyrica will provide a fiber optic demarcation box, fiber optic line, and related materials (“Provider Equipment”) to and at Physical Address (“Address”) described above. Alyrica may attach certain Provider Equipment to any structure at the Address it deems appropriate by way of screws, bolts, or other fasteners which may leave holes in the structure to which it is attached, which Owner expressly authorizes and for which Alyrica shall not be liable. Alyrica will connect fiber optic cable from Alyrica’s fiber optic system to demarcation at this Address via a buried or aerial (circle one) line. If buried, Owner acknowledges that Alyrica will bore a hole underground on Owner’s property to install the fiber optic line, and Owner understands that some small excavation(s) on property are required for installation in the case of an underground bore. Owner agrees to leave the Provider Equipment in its installed location for at least 36 months following the date of this FUA and will contact Alyrica if it moves the demarcation box thereafter. All Provider Equipment and fiber optic lines are and will remain property of Alyrica. Regardless of use or lack of use, Alyrica does not abandon its Provider Equipment or fiber optic lines, except upon written notice to Owner. In the event of, and only upon, such an abandonment by Alyrica, the abandoned Provider Equipment shall become the property of the Owner.

Owner will direct all questions or concerns during and after installation to the installer. If unable to resolve with or reach the installer, Owner will contact Alyrica at (541) 929-3330.

APPROVAL	
OWNER has read, agrees with, and approves this Fiber Optic Utility Agreement (“FUA”) as set forth above. Further, the above mentioned “Provider Equipment” will be installed at the address above and in the manner described above. Owner represents and warrants that they sign this FUA voluntarily and pursuant to all necessary authority and authorizations.	
DATED: _____	SIGNATURE OF OWNER _____



THIS SECTION IS FOR TENANT INFORMATION ONLY IF THE PROPERTY IS BEING RENTED OR OCCUPIED BY SOMEONE OTHER THAN THE PROPERTY OWNER:

Please fill out the information below so that we are able to contact the tenant regarding when we will be on site to perform the work at the property.

TENANT DETAILS	
NAME OF TENANT	
EMAIL ADDRESS	
HOME/OFFICE PHONE	
MOBILE PHONE	