

CIMCO Circuit Agreement

CIMCO Communications, Inc.
 1901 S. Meyers Road, Ste. 700
 Oakbrook Terrace, IL 60181
 Phone: 630-691-8080
 Fax: 630-691-8788



Customer: Village of Lombard

Address: 255 E Wilson Ave

City: Lombard State: IL ZIP: 60148

Telephone Number: 630-873-4740

Contact: Larry McGhinnis

This Agreement authorizes CIMCO Communications, Inc. (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Data Services for the above named Customer.

 Local Circuit Long Distance Circuit

1. CIMCO will provide communications services to locations designated by the Customer in accordance with CIMCO's Service Offering No. 1, Service Offering No. 2, ICC tariff 4 and 5 and will arrange all functions required to transfer the Customer's Communication Services.

2. Customer understands and agrees that invoices are payable within 30 days of date of invoice. In the event payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois. Customer is responsible for all contract liability incurred from previous carrier.

3. Customer agrees to subscribe to this service for a 36 month consecutive term. The term of this Agreement shall commence on the date this Agreement is fully executed and shall continue for 36 months from the cutover date and shall automatically renew to month-to-month terms unless canceled by either party with sixty (60) days written notice. Cimco reserves the right to commence billing upon circuit delivery.

4. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Service and that CIMCO will incur expense in reliance upon Customer's commitment for the Service. Customer agrees that if it Customer cancels this order prior to the time that CIMCO begins providing service to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to so incur. Therefore, if Customer cancels this order prior to the time that CIMCO begins providing service to Customer, then Customer will be liable to CIMCO in the amount of the out of pocket expense CIMCO incurred and \$1,000.00, as liquidated damages and not as a penalty.

5. Following are the circuit quotes that apply to this agreement:

Attached Quote # VSS02142007-MH2

Customer has received a copy of the quote and agrees to the terms and pricing. (Customer initials required)

6. The undersigned guarantees payment of all monies due CIMCO Communications, Inc. or its assignee, as a result of any account established for the company named and/or its subsidiaries. Further, he/she guarantees that all statements made herein are true and correct to the best of his/her knowledge. Finally, the undersigned authorizes the release of credit and financial information to CIMCO Communications, Inc. by applicant's bank and other references.

7. In the event of conflict or discrepancy between provisions of this order and provisions of the applicable tariff, the provisions of the tariff prevail. This order and the applicable tariffs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the service.

8. Customers requesting termination of a circuit prior to the expiration date of the 36 month term will be liable for a charge on each individual circuit canceled, calculated as described below, which upon termination shall become immediately due and payable in its entirety. The termination charge for monthly term agreements will be calculated as follows:

A. LOCAL CIRCUIT Termination:

1. If a termination of service occurs within the first 12 months of the term of this Agreement, Customer will be liable for an amount equal to 12 times the monthly rate for a one year term less any monthly recurring charges already paid. Any waived installation charges will also be owed.
2. If termination of service occurs after the 12th month of the term of this Agreement, Customer will be liable for the difference between the applicable monthly rate for the term completed at time of termination and the current monthly rate, times the number of months of actual service. Any waived installation charges will also be owed.

B. LONG DISTANCE CIRCUIT Termination:

If Customer disconnects any or all Long Distance circuits prior to the end of the term of this agreement, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO: Director of Sales, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.

9. All termination notifications must be sent to CIMCO: CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.

10. Customer has received and reviewed the Installation Guide and understands the process and responsibilities (Customer initials required)

11. The customer has the option to cancel the order for quote ID for a fiber application (DS3, GigaPath, etc.) if once the order is placed and there are special construction non-recurring charges determined and the customer does not want to pay. Customer must provide written cancellation within 3 business days from the time a CIMCO representative contacts the customer. If determined there is no additional charge to the customer for the special construction build then quote ID will continue to process as a valid order. Customer Initials Required (Enter N/A if this is not an application needing fiber.)

This signed Agreement and any other documents transmitted by fax machine shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.

CIMCO shall not be liable for any general, special, indirect, incidental or consequential damages of any character as a result of the services provided by or not provided by CIMCO.

The undersigned hereby agrees to the terms and conditions set forth herein and is duly authorized to execute this Agreement.

Company: Village of Lombard

By: 

Print Name: William J. Mueller

Title: Village President

Date: March 15, 2007

Sign This Document 

Please complete the information below

Name To Sign:

Email Address:

I acknowledge that I am applying a legally binding electronic signature in my name to this document, and I have read and agree to the Terms of Service.

CIMCO Service Agreement

CIMCO Communications, Inc.
 1901 S. Meyers Road, Ste. 700
 Oakbrook Terrace, IL 60181
 Phone: 630-691-8080
 Fax: 630-691-8788



This Agreement authorizes CIMCO Communications, Inc. (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Communication Services for the below named Customer.

1. CIMCO will provide communication services to locations designated by the Customer in accordance with CIMCO's Interstate Service Offering No.1, Service Offering No. 2, ICC Tariff No. 4 and 5 and will arrange all functions required to transfer the Customer's Communication Services, as follows:

<input checked="" type="checkbox"/> Local Service	<input checked="" type="checkbox"/> Long Distance Service	<input type="checkbox"/> Conferencing	<input type="checkbox"/> IP Talk
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2. Customer is responsible for all telephone calls placed from the telephone numbers (ANI) designated under this service. Customer is responsible for all contract liability incurred from previous carrier. Customer understands and agrees that invoices are payable upon receipt. In the event that payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois.
3. Customer agrees to subscribe to this service for a 36 month consecutive term. The term of this Agreement shall commence on the date this Agreement is fully executed and shall continue for 36 months from the cutover date and shall automatically renew for consecutive 12 month term, unless a written notice of Non-Renewal is sent within (30) days prior to the end of the term. Customer's Notice of Non-Renewal must be sent to CIMCO: Director of Sales, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. If such Notice of Non-Renewal is not submitted to CIMCO, sending by US Postal via certified mail with return receipt requested within 30 days prior to expiration of this Agreement and if CIMCO has not sent a Notice of Non-Renewal to Customer, then this Agreement shall automatically renew for a 12 month term. If, after the time that CIMCO begins providing service to Customer, Customer terminates this Agreement, or transfers part or all of its usage from CIMCO to another carrier prior to the end of the term of this Agreement or the end of any renewal term, then Customer shall pay to CIMCO, as liquidated damages and not as a penalty, 50% of Customer's average monthly usage, lines and features on the CIMCO program times the number of months remaining on such term. Customer agrees that the damage CIMCO will suffer as a result of such termination will be difficult to measure, and that the sum set forth above is a reasonable estimate of the amount of damage that CIMCO would be anticipated to suffer in such event.
4. In the event Customer determines that the quality of the network transmission purchased from CIMCO herein does not satisfy such Customer's quality standards for performance of network services, then the Customer must notify CIMCO of such dissatisfaction in writing, sending by US Postal via certified mail with return receipt requested. CIMCO will have thirty (30) days to rectify the problem in accordance with Industry Standards. Customer's Notice of Dissatisfaction must be sent to CIMCO CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. In the event CIMCO cannot rectify the problem in accordance with Industry Standards, Customer may terminate services with CIMCO without further liability, except for payment in full for all usage and charges associated with services provided in accordance with this Agreement.
5. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Service and that CIMCO will incur expense in reliance upon Customer's commitment for the Service. Customer agrees that if it Customer cancels this order prior to the time that CIMCO begins providing service to Customer, then Customer will be liable to IMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to incur. Therefore, if Customer cancels this order prior to the time that CIMCO begins providing service to Customer, then Customer will be liable to CIMCO in the amount of the out of pocket expense CIMCO incurred and \$1,000.00, as liquidated damages and not as a penalty.
6. The undersigned guarantees payment of all monies due CIMCO Communications, Inc. or its assignee, as a result of any account established for the company named and/or its subsidiaries. Further, he/she guarantees that all statements made herein are true and correct to the best of his/her knowledge. Finally, the undersigned authorizes the release of credit and financial information to CIMCO Communications, Inc. by applicant's bank and other references.
7. This signed Agreement and any other documents transmitted by fax machine shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.
8. CIMCO calling cards and conferencing accounts have safeguards that report excessive use, but you, the account holders, are still responsible for any usage until fraud is detected and blocked. You will be responsible for all charges to all accounts issued and that said charges will be paid in a timely manner. Until you notify CIMCO to close the account for a specific calling card number or conferencing account, all charges are presumed to be authorized by you.
9. CONFIDENTIAL INFORMATION – Terms and conditions of this Agreement and all documents referenced herein, communication between the parties regarding this Agreement or the Service to be provided hereunder, as well as such information and price quotes relevant to any other Agreement between the parties are Confidential between Customer and CIMCO and shall not be disclosed by Customer to any third party.
10. Customer has received and reviewed the Installation Guide and understands the process and responsibilities. n/a (Customer initials required)

In no event shall CIMCO be liable for general, special, punitive, consequential or incidental damages of any character as a result of the services provided by or not provided by CIMCO. CIMCO disclaims any implied warranties regarding the Communication Services.

The undersigned hereby agrees to the terms and conditions set forth herein and are duly authorized to execute this Agreement.

Company: Village of Lombard

By: _____


Print Name: _____

Title: _____

Date: _____

Email Address: _____

Save Form and Sign Later

Sign This Document		
Please complete the information below		<input type="checkbox"/> I acknowledge that I am applying a legally binding electronic signature in my name to this document, and I have read and agree to the <u>Terms of Service</u> .
Name To Sign: _____		
Email Address: _____		
<p>Sign Electronically</p>		<p>Print, Sign & Fax</p>

Signing Instructions

[Click here to hide Instructions](#)

Sign Electronically

To sign electronically, complete the signature box at the bottom of the document and click on the "Sign Electronically" button.

Print, Sign & Fax

To print, sign, and fax complete the signature box at the bottom, click on the "Print, Sign, & Fax" button. A fax cover page along with the document will be displayed. Print, hand-sign, and fax the cover sheet and signed document to **312-867-1574**.

If you are having difficulty viewing this document download a pdf version by clicking [here](#).

CIMCO Agreement

CIMCO Communications, Inc.
1901 S. Meyers Road, Ste 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8785



This is an Addendum to the CIMCO Service Agreement and CIMCO Circuit Agreement for the Village of Lombard.

CIMCO Communications agrees to change the language in paragraph "2" of the CIMCO Service Agreement and in paragraph "2" of the CIMCO Circuit Agreement, from "Customer understands and agrees that invoices are payable upon receipt" to "Customer understands and agrees that invoices are payable in accordance with the Illinois Local Government Prompt Payment Act."

CIMCO Communications agrees to add to the language at the end of paragraph "9" as follows: "except as required by law."

Signatures at the bottom of this document provides acknowledgement for the language in this addendum to supersede the language in the CIMCO Service Agreement.

Customer: Village of Lombard _____

By: *William J. Mueller*

Print Name: William J. Mueller

Title: Village President

Date: March 15, 2007

Representative: _____

CIMCO Communications

By: _____

Title: _____

Date: _____

Sign This Document



Please complete the information below

Name To Sign:

William J. Smith

Email Address:

I acknowledge that I am applying a legally binding electronic signature in my name to this document, and I have read and agree to the Terms of Service.

Sign Electronically

Print, Sign & Fax