

**BURCHAM SOLUTIONS, LLC**  
**D/B/A DEEP EAST TEXAS COMMUNICATIONS**  
**SERVICE AGREEMENT**

www.det-com.com or (936) 275-5005

Date of Service: \_\_\_\_\_ Tech Name: \_\_\_\_\_

**CUSTOMER INFORMATION**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**DESCRIPTION OF SERVICES & PRODUCT DELIVERED TO CUSTOMER**

Outside Work Performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inside Work Performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description	Model	Serial or MAC Number

**PRODUCT RECEIVED FROM CUSTOMER**

Description	Model	Serial or MAC Number

**NOTICE TO THE CUSTOMER**

I acknowledge receipt of and agree that I have read, understand and agree to be bound by the terms and conditions contained in this Service Agreement (including those set forth on the back of this page) and the **Residential Customer Agreement** or **Commercial Customer Agreement**, as applicable. Customer Agreements may be found at [www.det-com.com](http://www.det-com.com).

**Customer Initials:** \_\_\_\_\_

I confirm that the work detailed above has been completed in a satisfactory manner on the date shown below, that the equipment is in good working order, and that I am receiving the services I requested. I agree that DET-COM may return to my property for the purpose of quality assurance inspections. I represent that I have the authority to initial and sign this Service Agreement.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Definitions:** “DET-COM” or “Deep East Texas Communications” means Burcham Solutions, LLC. “Customer” means the person(s) whose name(s) appears on the det-Com account for the address listed on the front of this Service Agreement. The person(s) whose signature appears on the front of this Service Agreement represents that he/she is: (i) the Customer or authorized to accept this Service Agreement and its terms on behalf of the Customer; and (ii) at least 18 years old.

**60-Day Installation Warranty:** DET-COM warrants that the services and materials provided hereunder shall be free from defects for a period of 60 days following the date of installation. During such warranty period, DET-COM will replace and/or correct any workmanship or materials that are reported to DET-COM as defective, as may be verified by DET-COM in its reasonable discretion. **For warranty or service issues, please call (936) 275-5005**

**Troubleshooting:** DET-COM provides customers with over the phone technical support free of charge, which may require your participation. If we are unable to solve a technical problem over the phone with your participation, we will schedule a technician visit to restore service. DET-COM may charge a fee for such visit if your equipment is not covered by a warranty.

**User and Installation Guide:** Customer acknowledges receipt of and agrees to the terms and conditions related to equipment warranties, if applicable.

**Authorization for Installation:** Customer represents and warrants that: (i) he/she/it owns the real property at which the installation/services were performed, including without limitation, any improvements located at the street address given above (the “Property”); (ii) he/she/it has been authorized to contract for services at the Property and has the authority to authorize the installation/services contemplated herein (including, without limitation, making alterations to the Property such as drilling holes in walls, floors, ceilings and roofs, and installation of a pole and/or roof mount, rail mount and/or wall mount apparatus); or (iii) he/she/it is a tenant at the Property and either his/her/its agreement with the landlord of the Property allows Customer to have equipment installed at the Property as contemplated herein (including, without limitation, making alterations to the Location such as drilling holes in walls, floors, ceilings and roofs; and installation of a pole and/or roof mount, rail mount and/or wall mount apparatus) or Customer has secured all permission from the landlord of the Property necessary for such installation. In accordance with the National Electrical Code (NEC), DET-COM will not conceal power cords behind walls, under floors, or in ceilings. Power cords attached to appliances or components, or temporary power cords such as extension cords, will not be substituted for the fixed wiring of a structure.

**RELEASE: CUSTOMER AGREES TO RELEASE AND HOLD DET-COM AND ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS, HARMLESS FROM ANY DAMAGE, LOSS OR EXPENSE OF ANY NATURE WHATSOEVER THAT RESULTS FROM OR RELATES TO THE INSTALLATION OF ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, DRILLING HOLES IN WALLS, FLOORS, CEILINGS AND ROOFS, AND INSTALLATION OF THE ANTENNA, COAXIAL CABLE, RECEIVERS, AND A POLE AND/OR ROOF MOUNT, RAIL MOUNT AND/OR WALL MOUNT APPARATUS. CUSTOMER AGREES THAT (A) CUSTOMER IS RESPONSIBLE FOR BACKING UP DATA, SOFTWARE, AND FILES (COLLECTIVELY, “CUSTOMER DATA”) STORED ON COMPUTER DISK DRIVES, PERIPHERALS, DVD PLAYER, OR OTHER DEVICE PRIOR TO DET-COM SERVICING ANY CUSTOMER’S COMPUTER OR ELECTRONIC STORAGE DEVICE, (B) DET-COM IS NOT RESPONSIBLE FOR ANY LOSS OF CUSTOMER DATA HOWEVER CAUSED, AND (C) CUSTOMER IS RESPONSIBLE FOR REMOVING ALL EXTERNAL MEDIA DEVICES FROM CUSTOMER’S EQUIPMENT PRIOR TO DET-COM SERVICING CUSTOMER’S EQUIPMENT. [DET-COM SHALL NOT BE LIABLE FOR ANY LOSS, DISCLOSURE, ALTERATION OR CORRUPTION OF ANY DATA, SOFTWARE, FILES, OR OTHER MEDIA.]**

**INDEMNIFICATION: CUSTOMER AGREES TO INDEMNIFY AND HOLD DET-COM AND ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS, HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS OR EXPENSE OF ANY NATURE WHATSOEVER CAUSED OR CLAIMED TO BE CAUSED BY THE USE OF DET-COM EQUIPMENT BY CUSTOMER, MEMBERS OF CUSTOMER’S HOUSEHOLD OR EMPLOYEES OF CUSTOMER’S BUSINESS (AS APPLICABLE), OR GUESTS, LICENSEES OR INVITEES OF CUSTOMER, INCLUDING WITHOUT LIMITATION, DAMAGE, LOSS OR EXPENSE CAUSED BY CIRCUMSTANCES BEYOND DET-COM’S OR ITS AFFILIATES’ CONTROL, SUCH AS ACTS OF GOD, WEATHER CONDITIONS AND POWER FAILURES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD DET-COM AND ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS, HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS OR EXPENSE OF ANY NATURE WHATSOEVER CAUSED OR CLAIMED TO BE CAUSED BY THE INSTALLATION OF EQUIPMENT OR SERVICE WORK PERFORMED HEREUNDER, OR AS A RESULT OF CUSTOMER’S FAILURE TO OBTAIN ANY CONSENT OF THE OWNER OF THE LOCATION, EXCEPT TO THE EXTENT SUCH DAMAGE, LOSS OR EXPENSE IS INCURRED AS THE DIRECT RESULT OF DET-COM’S OR ITS SUBCONTRACTORS’ GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

**Service Interruptions:** Customer agrees that neither DET-COM nor any of its affiliates is liable or responsible for in any way whatsoever service interruptions that result from or relate to circumstances beyond their reasonable control, such as acts of God, weather conditions and power failures. Customer agrees that DET-COM is not liable or responsible for service interruptions that result from or relate to services provided by third parties.

**Collections:** Customer hereby authorizes DET-COM and its affiliates to report any payment defaults to credit reporting agencies. Under the Fair Credit Reporting Act, Customer has the right to notify DET-COM if he/she/it believes we have reported inaccurate information about Customer’s account to any credit reporting agency. Please include in any such notice Customer’s name, current address, Social Security number, telephone number, account number and type of account, and the specific item of dispute and why Customer believes the information reported is in error. Such notice should be sent to Deep East Texas Communications Customer Service Center, Attn: Privacy, P.O. Box 404, San Augustine TX, 75972.