



## RIGHT OF ENTRY AND INSTALLATION AGREEMENT

This Right of Entry and Installation Agreement (“**Agreement**”) is entered into as of the date last signed below (the “**Effective Date**”) by and between Omni Fiber, LLC, located at 4680 Parkway Drive, Suite 450 (“**Omni Fiber**”), and the Owner described below.

**Owner:** (Name and address of the HOA, condominium association, property manager, or owner of the Property):

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**Property:** (name of the property, address, city, state, and zip code):

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1. “Owner” means the person or entity that either (a) owns the land, buildings, and improvements on the Property or (b) has written authority from the owner to grant the rights in this Agreement.
2. Owner grants to Omni Fiber, its contractors, agents, employees, and assigns a perpetual right and license to access, construct, install, replace, operate, maintain, repair, upgrade, and remove certain fiber, conduits, lock-boxes, and other fixtures and equipment (the “**Fixtures**”) into, over, under and across the Property to distribute various broadband communication services (“**Services**”) to tenants, residents, property owners and/or other occupants of the Property (“**Occupants**”).
3. Omni Fiber will provide Owner with plans and specifications of the Fixtures before the commencement of any work. The placement of the Fixtures will be subject to Owner’s prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
4. Owner shall provide Omni Fiber (a) access to the Property during regular business hours (and during emergencies) for purposes of this Agreement and (b) access to reasonable sources of electrical power as necessary to install, operate, and maintain the Fixtures.
5. Omni Fiber will comply with all applicable laws and regulations. Omni Fiber will perform its installation of the Fixtures with due care and in a manner consistent with accepted construction standards. Omni Fiber will maintain the Fixtures in good order and repair or restore all damage to the Property caused by Omni Fiber or its agents, excluding ordinary wear and tear.
6. At all times, Omni Fiber is the owner of the Fixtures. Owner will not be liable for damage or loss to the Fixtures except in the event of Owner’s negligence or willful misconduct.
7. Omni Fiber will maintain the following types of insurance: (i) commercial general liability (Bodily Injury/Property Damage) \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (ii) an umbrella policy in the amount of \$1,000,000 per occurrence. Omni Fiber will produce proof of insurance upon request.
8. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. Each party will indemnify the other for any injury or damages caused solely by such party’s gross negligence or willful misconduct. NEITHER OMNI FIBER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES EXCEEDING THE LESSER OF THE ACTUAL PROVEN DAMAGES OR \$5,000 PER INCIDENT.
9. This agreement supersedes all prior agreements. Amendments must be in writing and signed by both parties. The parties may execute this Agreement in counterparts and electronically. Omni

Fiber may assign its rights and obligations to a successor in interest, and it may terminate this Agreement at any time.

10. The rights and obligations under this Agreement run with the land. In the event Owner's rights in the Property are transferred to another entity, this Agreement shall bind such successor.
11. Owner allows Omni Fiber and its authorized representatives to sell Services to residents on the Property during reasonable hours. This may include distributing information and conducting door-to-door visits.
12. This Agreement does not create any agency or partnership relationship.
13. By signing, the signatory below represents and warrants that she or he is authorized to act for the Owner, or is the homeowners' or condominium association representative, and has full authority to enter this Agreement.
14. The laws of the state in which the Property is located shall govern the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

**Owner:**

**Omni Fiber, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

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

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