

Account Executive: James Mitchell Phone: (509) 330-5046 ext: Cell Phone: 208-874-7955 Fax: 704-945-1738

# **Business Class Customer Service Order**

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Email: james.mitchell4@twcable.com

Order # 7226009

Custor	ner Information: Cu	stomer	Code	0000											dei # /220
		3011101													
Busine	ss Name			Scho	dition			Cu	stom	er Typ	e:				
Federa	l Tax ID			Tax I	Exem	pt Sta	itus				ertifica	te#			
*****067	79									•					
Billing	Address														
Attenti	on To:							Ace	count	Numb	oer				
PO BO	X 9511 MOSCOW I	0 83843													
Billing	Contact			Billin Phon	g Cor e	ntact		Bill	ing C	ontaci	t Email	Addres	s		
Debbie	Berkana			(208)	882-3	8684						irieschoo			
Authori	zed Contact			Autho Phon		Con	tact	Aut	horiz	ed Co	ntact E	mail Ad	dress		
Jacob E	llsworth			(208)	882-3	684		jells	worth	@palo	useprai	rieschoo	ol.ora		
Technic	al Contact			Techi Phon		Conta	ct	Tec	hnica	ıl Cont	tact Em	ail Addı	ress		
Brian Au	ugenstein			(208)	596-0	302		aug	ytek@	gmail.	.com				
Busines	s Class Phone Serv	ice Orde	rInfo	rmatio	n 1500	O S Le	evick S								
	Current LEC												Port		
					LE	C BTI	N		-		***		Requ	uired	
	Frontier Comm				(208	3) 882	-3684							Yes	
Business	Class Phone Line Inf	ormation	For 15	500 S L	evick	St Mo	scow	ID 83	843						
roduct Line & Type	Number & Caller ID Display	Porting	HG	Hunt Group Type	SEQ	VM	SVM#	GVM#	AA	BGF	Call ID Priv	MP	Global Calling Plan	E-911 Location	Directory Listing YPHV &
Data BCP Jnlimited Local & LD WTN	(208) 882-3647 PALOUSE PRAIRIE	Port				No			No	- 9-1	No	No	No	BLDGOffice STEN/A FLN/A	Listing Details Private
Phone BCP Inlimited Local & LD	(208) 882-3671			Sague							.,,,,		INO	BLDGOffice	Private
WTN	PALOUSE PRAIRIE	Port	A	Seque ntial	2	No			No		No	No	No	STEN/A FLN/A	

Page 1 of 4

Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org

James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com AE1



Phone BCP Unlimited Local & LD BTN	(208) 882-3684 PALOUSE PRAIRIE	Port	А	Seque ntial	1	No		No		No	No	No	BLDGOffice STEN/A FLN/A	SCHOOLS Palouse Prairie Charter School 1500 S Levick St Moscow ID
Fax														Private
BCP														
Unlimited							1	1						
Local & LD	(200) 002 2600								)		)		BLDGOffice	
	(208) 882-3689	D4					l				NT-		STEN/A	
	PALOUSE PRAIRIE	Port				No		No		No	No	No	FLN/A	
Features: (HG)	Type: (BTN) Billing Telephon Hunt Group, (SEQ) Hunt Grou	e Number, (W	OW (MTN	rking Telepi ice Mail (S	none Nu	mber	ion Mail /C	\/\dd\/\O	. /-! h /				_	
Outbound Call I	Block*: (900) 900 Numbers, (	INT) Internation	onal, (90	0INT) 900 a	nd Inter	national,	(ACB) All C	harges Block	ed: 411, 9	900.976.INT	L, OS/DA, (C	BR) Outbou	nd Restricted: Allo	ws only 611 and 911
moound can br	lock*: (COL) Collect, (TP) This ction of call blocking can minin	o Party, (CTF	') Collec	tana Inira i	-artv. (It	3K) Inbol	ind Restrict	ed						-
Dir Listing: (YPI	HV) Yellow Page Heading Ver	biage	opoduit		J 1646	oodiy Cir	arges.							

TWC Business Class offers inbound and outbound blocking options to help protect your account from unauthorized use. TWC recommends the use of International Blocking for all customers who do not make international calls. The table below summarizes the options selected for your order. If you have any questions or would like to change the blocking options, please contact your TWC Account Representative.

Call Blocking Options for: 1500 S Levick St Moscow ID 83843

Phone Number	Inbound Call Blocks	Outbound Call Blocks
(208) 882-3647	Collect and Third Party (CTP)	
(208) 882-3671	Collect and Third Party (CTP)	
(208) 882-3684	Collect and Third Party (CTP)	
(208) 882-3689	Collect and Third Party (CTP)	

Phone Number	Referral Number	Interval	Start Date
(208) 882-3647			
(208) 882-3671			
(208) 882-3684			
(208) 882-3689			

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Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com AE1



Number	Custom Ring #1	Directory Listing #1	Custom Ring #2	Directory Listing #2	Custom Ring #3	Directory Listing #3	Custom Ring #4	Directory Listing #4
(208)								17-4
882-3647								
(208)								
882-3671								
(208)								
882-3684								
(208)								
882-3689								

Dedicated Internet,	Metro Ethernet, and Private Line Service Order In	nformation For 1500 S Levick St	Fiber Moscow ID 83843
Site Name	Address Location	Location Type	Bandwidth
Palouse Prairie	1500 S Levick St Moscow, ID 83843	Host	50 Mbps

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$0.00	\$0.00	36 Months
Dedicated Internet Access 50M	1	\$455.00	\$455,00	36 Months
*Total			\$455.00	oo wortate

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCP Unlimited and Local and Long Distance	4	\$29.99	\$119.96	36 Months
*Total			\$119.96	
*Prices do not include taxes and fees.		1		
One Time fees At 1500 S Levick St , Moscow IE	83843			
Description	Quantity	Sales Price		Total
Install Charge - Business Phone	1	5	\$75.00	\$75.00
Total				\$75.00

One Time fees At 1500 S Levick St Unit	Fiber, Moscow ID 83843		
Description	Quantity	Sales Price	Total
Dedicated Internet Access	1	\$500.00	\$500.00
Total			\$500.00
*Prices do not include taxes and fees.			-

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Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com AE1



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		Nove
Special Terms		
Electronic Signature Disclosure		
by signing and accepting below you are acknowledging to	at you have read and agree to the terms and cond	ditions outlined in this document.
1 1 10 1 1	1 // 0	
Junio Michael May 28, 2018)	Jeneille Branen Janosie Bannen (1862) 23, 2010)	
Authorized Signature for Time Warner Cable Enterprises L		
	•	
James Mitchell AE1	Jeneille Branen	Director
Printed Name and Title	Printed Name and Title	
May 25, 2016	May 25, 2016	
Date Signed	Date Signed	

Page 4 of 4

Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com

## Service Agreement



This Time Warner Cable Business Class Service Agreement ("Service Agreement") in addition to the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") and any Time Warner Cable Business Class Service Orders (each, a "Service Order"), constitute the Master Agreement by and between customer identified below ("Customer") and Time Warner Cable ("TWC" or "Operator") and is effective as of the date last signed below.

#### Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 8681 SR 270

City: Pullman

Contact: James Mitchell

State: WA

Telephone: (509) 330-5046

Zip Code: 99163

Facsimile: 704-945-1738

#### Customer Information

Customer Name (Exact Legal Na Palouse Prairie School of Expedition	me): ary Learning		Federal ID   ****0679	No:
Billing Address: PO BOX 9511	Suite:	City: MOSCOW	State:	Zip Code: 83843
Billing Contact Name:	Phone:		E-mail:	
Debbie Berkana	(208) 882-368	84	dberkana@pa	alouseprairieschool.org
Authorized Contact Name: Jacob Ellsworth	Phone: (208) 882-368	84	E-mail: jellsworth@pa	alouseprairieschool.org

#### Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER ÙPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

## **Electronic Signature Disclosure**

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
Name (printed): James Mitchell	Name (printed): Jeneille Branen
Title: AE1	
	Title: Director
<sup>Date:</sup> May 25, 2016	Date: May 25, 2016

#### Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

#### James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com



## Business Class Phone and Business Class Trunk Service Notice and Acknowledgement Regarding E911

Company Name:

Palouse Prairie School of Expeditionary Learning

**Billing Address:** 

PO BOX 9511 MOSCOW ID 83843

Customer understands and acknowledges that Time Warner Cable Business Class Phone & Business Class Trunk (SIP or PRI) voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ('E911") services may not be available.

The Time Warner Cable Business Class Services Agreement prohibits moving Time Warner Cable voice-enabled customer premise equipment to a new service address. Customer understands and acknowledges that if the equipment is moved to another location, E911 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on any Time Warner Cable Business Class Service Order will be provided to emergency operators for emergency calls made from the telephone numbers associated with that Service Order. To move the service to another location, you must call Time Warner Cable.

Customer agrees to specifically advise each end user of its Time Warner Cable Business Class Phone or Trunk service, prominently and using the language provided above, of the circumstances under which E911 service may not be available through Time Warner Cable Business Class Phone or Trunk service and to distribute Safety Stickers, to be supplied by Time Warner Cable, to all end users of the Time Warner Cable Business Class Phone or Trunk service and instruct each end user to place a Safety Sticker on or near any telephone or other equipment used in conjunction with the service.

Customer must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Business Class Phone or Trunk service is installed.

By signing my name below, I acknowledge that I have received and understand this Notice and Acknowledgement and agree to the obligations described above.

Jeneille Branen

May 25, 2016

(Authorized Customer Signature)

(Date Signed)

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Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com

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## **Business Class Phone and Business Class Trunk Service** Letter of Agency

Company	Name:
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Palouse Prairie School of Expeditionary Learning

Billing Address:

PO BOX 9511 MOSCOW ID 83843

By checking the following items, I designate Time Warner Cable to be the service provider for the telephone number(s) listed on the attached Business Class Service Order.



I choose Time Warner Cable to provide local telephone service for the telephone number(s) listed on the attached Service Order.



I choose Time Warner Cable to provide domestic and international long distance service for the telephone number(s) listed on the attached Service Order.

I am at least 18 years of age and I am authorized to designate the provider for these services and telephone number(s). I understand that I may choose only one provider for each telephone service and number identified herein. By signing my name below, I acknowledge that I have read and understand these statements, confirm that that this information is correct as of this date, and authorize Time Warner Cable to act as my agent for these preferred carrier designations.

Me Branen

May 25, 2016

(Authorized Customer Signature)

(Date Signed)

Jeneille Branen

Director

(Printed Name)

(Title)

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Note To complete your order, you must confine your paleation of Time Warner Cable as your service provider by checking the boxes next to each statement. Should you have any questions please call your Time Warner Cable Business Class account representative. james.mitchell4@twcable.com

Director

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## SERVICE-LEVEL AGREEMENT

# **DEDICATED INTERNET ACCESS**

This document outlines the Service-Level Agreement ("SLA") for Dedicated Internet Access ("DIA") fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service").

## I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESIDNE ( WITH	LATENCY / FRAME DELAY (ROUNDIRIP)		
End to End: 99.39%	Priority 1 Outages within 4 hours	45ms	< 2ms	< 0.1%

#### II. Priority Classification

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub, and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for texting. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents. (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC wilt classify Service problems as follows:

PRORIE	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or     B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com





# DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

#### III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Gn-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

0.0000000000000000000000000000000000000	PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
	99.99% for 31 Days	44.640	4.5
	99.99% for 30 Days	43,290	4.3
	99.98% for Z9 Days	41,760	4.2
- Incommend	99.99% for 28 Days	40,320	4

#### IV. Mean Time to Restore ("NITTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

88777 az	Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service
	Total number of Priority 1 Outage trouble tickets per On-Net Service

#### V. Latency / Frame Defay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The mondtrip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer's dedicated access port at the Customer premises to the TWC Internet access router in a roundtrip fashion.

Latency is calculated as follows:

Sum of the roundtrip delay measurements for an On-Net Service
Latency / Frame Delay =
Total # of measurements for an On-Net Service

Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

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James Mitchell
E-signed 2016-05-25 02:46PM EDT
james.mitchell4@twcable.com
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## DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

#### VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Batio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) - Frames Received

#### VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Sum of the Frame Delay Variation measurements for an On-Net Service

Jitter / Frame Delay Variation =

Total # of measurements for an On-Net Service

#### VIII. Network Maintenance

#### Maintenance Notice:

Customer understands that from time to time TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

#### Maintenance Windows:

Routine maintenance may be performed Monday - Friday 12 midnight - 3 a.m. Local Time.

Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org

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James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com
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## DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

#### IX. Remedies

#### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN HME	TO RESTURE	LATENCY / FRAME DELAY (HOUNDTRIP)	JYTTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours \$ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding tour (4) months of Customer's applicable monthly Service Charges during any calendar year.

## Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or hability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right, (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TVVC's receipt of such written notice of termination.

Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org Director

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James Mitchell

E-signed 2016-05-25 02:46PM EDT james.mitchell4@twcable.com AE1



## **Commercial Property Ownership Verification Form**

To assist in the timely delivery of your contracted services Time Warner Business Class will need to document if you are the owner of the building in which your business resides by completing Section 1 below. If you **do not** own the property we require the Property Owner/Manager contact information to be provided by completing Section 2 below. We would also ask that you notify the Property Owner/Manager that you have signed up for Time Warner Cable services. We will be contacting the Property Owner/Manager to obtain a right of entry agreement to permit us to enter upon the property to install the services.

Section 1 - Please complete this section if **you own** your Commercial Property

Jeneille Branen			
Authorized Signature		_	
Jeneille Branen, Director			
Printed Name and Title	ı		
5/25/16			
Date Signed		_	
Section 2 - Please comple	ete this section if	<b>ou do not own</b> vour Cor	mmercial Property
		j	The second of th
Tim Brown	Landlord	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	The second of th
Tim Brown Property Owner/Manager Name and Title	Landlord	-	Troporty
	Landlord	_	
Property Owner/Manager Name and Title	Landlord	-	Troporty
Property Owner/Manager Name and Title 509-496-1172	Landlord	-	Troporty

Jeneille Branen

E-signed 2016-05-25 11:37AM PDT jbranen@palouseprairieschool.org

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James Mitchell
E-signed 2016-05-25 02:46PM EDT
james.mitchell4@twcable.com
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