Thanks for putting together this proposed contract.  Since our last discussion, things have changed in regards to my property and our ISP.  Because it took so long to bring your service up to the standard that it was before you took it over from Nextwave, Texas Wood Mill Cabinets, LLC stopped using CIP’s service and switched to Starlink, though they hoped to use your service as a backup and to provide a static IP address for their security cameras.  Though that static IP address was requested, they claim they never heard back from you, so they assumed CIP was unable to provide it.

In addition, I have been notified that fiber optic service will soon be available to all the residents in this area.

And finally – I’m considering putting my home and property up for sale later this year and do not want to be encumbered by a long-term contract the next owner may not want.

Therefore,  I’m rejecting your contract proposal as submitted.  On the other hand, I’m proposing these changes to the contract.  Please let me know if they are acceptable to you, and if so, re-issue a contract for my inspection.  The following are changes that will need to be made:

I.a        Delete reference to ‘Woodmill’ since that company has no connection with the tower except that it (Texas Wood Mill Cabinets, LLC) has one of your receivers attached to the building it is leasing,

CIP will be ‘leasing’ the tower and its supporting structures from The Kelley Family Trust (Lessor)

As lessee, CIP will:

 i.            be fully aware that the tower is “home built” and is without any certification or license

 ii.          be fully responsible for the maintenance and integrity of the tower

iii.         not hold The Kelley Family Trust liable for any loss of customer revenue or for any physical injury sustained by CIP’s employees or contractors while working on or near the tower even if injury is due to failure of the tower.

 iv.       have easement to a 75’ circle of land around the tower for the purpose of maintaining  the tower and its supporting structures

v.        provide space on the tower approximately 15’ (+/- 3’) above ground level for lessor to attach a maximum 14” diameter radio for the purpose of making a LAN connection to a nearby business.

I.e      CIP must provide lessor a 1 hour previous notice of its intent to access the property.  Notice can be made by phone or text to lessor's cell phone.

I.f        EXCEPT FOR PERIODS OF POWER OUTAGES, Owner shall …

II.         Term shall be for a period of one (1) year.

III.       Because our deal with previous ISP’s who have used this tower has been that they provide us with a connection with the highest bandwidth available to its own subscribers, and since you are offering  “1 connection” (without referencing band width) I want to change the compensation to a dollar value equivalent to  125% of the price of the highest wireless bandwidth you offer your customers - which at this time is your 30/30 plan at $109.95/month.  Thus compensation for the 1-year contract would be $137.44 per month.    BTW – the address again is “294 Private Road 7904 …IV.       CIP shall provide a Workman’s Compensation Insurance Certificate with The Kelley Family Trust listed as co-insured.  Certificate must be kept up to date, and notification must be given if insurance is cancelled.

VIII.     Assignment – Written approval must be received from The Kelley Family Trust before assignment to any other provider, service, or user (we want to know who is coming on our property)

IX.       Not sure if this is an error on your part, but this contract will be made in Texas and subject to Texas law.

BTW – For the purpose of this contract, I’m not sure what your relationship is to Point Broadband, so please clarify.

That's all I can think of.  Once you get it written up, I'll run it by my attorney and if all is good, we should be good to go.

Please acknowledge receipt of this email and respond by January 12, 2024.

Thanks -

Tim Kelley - Trustee, The Kelley Family Trust