



Property Owner/Manager Approval of Installation

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Property Owner/Manager hereby grants unto **Willamette Valley Fiber (WVF)**, having an address at 988 SE Jefferson St Dallas OR 97338, its successors and assigns, the right, privilege and authority to construct, reconstruct, relocate, replace, operate, repair, and/or maintain the following facilities within the building(s) which the undersigned owns or in which the undersigned has an interest, located at _____ (the “Building”). (If multiple locations are to be approved on this one document, please complete page 3).

If Willamette Valley Fiber installs conduits, raceways, or molding in the building, then it shall be installed at locations and with materials approved by Property Owner / Manager. Upon installation, such conduits, raceways, and molding will be deemed building fixtures and will be owned by the Property Owner / Manager of the Building, subject to Willamette Valley Fiber’s right to remove, replace and maintain them. The fiber optic, copper and coaxial cables and lines and any flexible microducts installed by Willamette Valley Fiber within such conduits, raceways and molding will not be building fixtures and will continue to be owned by Willamette Valley Fiber. Property Owner / Manager shall not move, disturb, alter, or change such cables and lines or connect, directly or indirectly, any telephones, computers, televisions or other devices to such cables and lines. If molding is installed, it may cover the conduits and raceways containing Willamette Valley Fiber’s cables and lines as well as any adjacent conduits and raceways owned by Property Owner / Manager or any cable TV or other communications company serving the Building, and Property Owner / Manager shall have the right to remove, replace and maintain such molding and shall also have the right to allow its contractors and any cable TV or other communications company serving the Building to remove, replace and maintain such molding.

It is understood that the work performed by Willamette Valley Fiber shall be performed in a workmanlike manner and that any damage to the premises caused thereby shall be corrected by Willamette Valley Fiber and that while constructing, reconstructing, relocating, replacing, operating, repairing, maintaining and removing its facilities, Willamette Valley Fiber shall hold harmless and indemnify the Property Owner / Manager from physical injury to its property, its employees or the public which may occur at any time through the negligence of Willamette Valley Fiber.

Property Owner / Manager understands that Willamette Valley Fiber’s obligation to furnish service to occupants in the building is contingent upon Property Owner / Manager allowing Willamette Valley Fiber to maintain its fiber optic network facilities in the Building.

This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

PROPERTY OWNER

Property Owner Phone # _____ Email: _____

Property Owner Address: _____

Printed Name of Property Owner

Property Owner Signature

Date Signed

OR

BY AND THROUGH ITS REPRESENTATIVE (Property Mgr or Landlord)

Representative Phone # _____ Email: _____

Representative Address: _____

Representative Signature

Date Signed

Printed Name of Property Owner

Title