

**CABLE PLACEMENT RELEASE SECTION: \* ONLY NEED TO FILL OUT IF NEW CONSTRUCTION OR LOCATION HAS NEVER HAD BENTON SERVICES.**

In a continued effort to protect your underground utilities, it is important that you understand the placement process of the following services: Telephone, Internet and/or TV Cable Installation.

Before Benton Communications buries the underground cable, we flag a proposed route. We then call Gopher State One Call which locates the commercial utilities buried near our proposed route. It is the owner's responsibility to notify Benton Communications of any other service that might be placed underground by completing the diagram below. An example would be privately placed facilities such as gas, electric, sewer, well, sprinkler systems, underground wiring, etc.

If you have any concerns with the proposed route or any questions, please contact us at (320) 393-2115 or (800) 683-0372.

I, \_\_\_\_\_, assume all responsibility for my privately placed underground facilities (gas lines, electric, sewer, well, sprinkler system, underground wiring, etc.) located on my property upon which Benton Communications is going to bury cable. It is my responsibility to inform the company by completing the diagram below regarding the location of these private underground facilities. If damage should occur because of undisclosed privately buried facilities, the repairs will be at the property owner's expense.

Name: \_\_\_\_\_ Contact Phone # (if applicable): \_\_\_\_\_

**PLEASE DRAW A DIAGRAM OF YOUR BURIED SERVICES BELOW.**

The undersigned (hereinafter call the "Applicant" must be 18 years or older to apply), hereby subscribes to membership in a corporation, organized under the laws of the State of Minnesota under the name of Benton Cooperative Telephone Company (hereinafter called the "Cooperative"), for the purpose of furnishing communication service, upon the following terms and conditions:

1. The Applicant must meet all conditions set forth in the Articles of Incorporation or by-laws of the Cooperative (found in the Cooperative telephone directory) and pay any installation charge or deposit requested.
2. The Applicant will, when communication service becomes available, take from the Cooperative communication service to be used on the premises described below and will pay therefor monthly at rates to be determined from time to time in accordance with established tariffs as fixed by the Board of Directors, it being expressly understood that all amounts paid for services by Applicant in excess of costs are furnished by the Applicant as capital and the Applicant shall be credited with the capital so furnished as provided in the by-laws.
3. The Applicant hereby grants to the Cooperative an easement to construct, operate and maintain a communication line or system on, over, or under the land described below and in or upon all streets, roads or highways abutting said land. The Applicant further agrees that in the event that said Applicant does not own all private land or lands necessary to be crossed, as state above, the Applicant shall obtain, on forms provided by the Cooperative, all necessary easements from the owner or owners of said land or lands, and shall submit same to said Cooperative prior to installation of service. Applicant hereby grants to the Cooperative access to the premises of Applicant at all reasonable times for its purpose of installing, repairing, maintaining or removing any service to the premises.
4. The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and by-laws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative.
5. The Applicant, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative and it is expressly understood that his private property is exempt from execution for any such debts or liabilities.

This application is made in consideration of similar applications by others and is understood to be an agreement with such applicants. The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, and shall continue in force from the date service is made available by the Cooperative to the Applicant, and thereafter until service is discontinued.  
**Congratulations! You will be a member of a cooperative. Capital Credit checks are made payable to applicant(s) listed below.**

It is agreed that if the Cooperative is unable to proceed with its plans to service the Applicant for any reason, the amount paid by the Applicant will be returned to the Applicant. The Applicant also agrees that an adverse credit report or failure to meet payment of charges in accordance with established collection policies of the Cooperative, shall be sufficient cause for the Cooperative to refuse or discontinue service to the Applicant without previous notice. The Applicant also agrees if they had service before, and there was a balance owing on their previous bill the balance still owing must be paid by the Applicant and a deposit made if applicable before service will be provided.

**I have read this application and agree to abide by the terms thereof:**

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

Applicant's Signature

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

Co-Applicant's Signature