

## TERMS AND CONDITIONS OF SERVICE

The customer, hereafter known as subscriber, requests **MONTANA ONE CALL CENTER**, hereafter known as **MOCC**, to furnish telephone answering services subject to the current schedule of Rates and to the following conditions:

1. This contract is for a minimum of twenty eight (28) days, automatically renewed every month unless otherwise revoked. Prices are subject to change at any time with twenty eight (28) days written notice. Subscriber or **MOCC** may cancel this contract at any time with twenty eight (28) days written notice.
2. Subscriber is to remit the agreed upon base rate for service in advance. Excess usage, patch, and long distance charges, if any, are billed the following month. **MOCC** uses a twenty eight (28) day billing cycle, with payment due within 14 days. **MOCC** reserves the right to assess a late charge of at least \$2.00 per delinquent billing cycle, beginning one cycle past due.
3. In the event of non-payment, **MOCC** may terminate all service until all charges are paid, and may terminate this contract without notice. **MOCC** may withhold messages from any subscriber who is in arrears in the payment of their account. The subscriber shall pay all collection agency fees, commissions and/or the cost of any action instituted, with the attorney fees made necessary in the collection of any monies due for services rendered under this contract. Checks returned to **MOCC** by the subscriber's bank, for any reason, may result in immediate termination of service and my result in termination of this contract. A fee of \$20.00 will be charged for the returned check.
4. The liability for any damages arising out of any service under this contract, whether caused by negligence of **MOCC** employees or otherwise, is limited to \$100.00 or one month's basic service, whichever is greater.
5. **MOCC** will treat all messages as confidential, with the exception that we cooperate with all law enforcement agencies, disclosing whatever information they shall require about the subscriber in the performance of their legal duties.
6. Permanent records of your messages are available upon request. There may be a fee required to retrieve messages over one week old or print out messages on regular basis.
7. **MOCC** cannot be held responsible for acts of God or failure of your telephone service company.
8. Subscriber authorizes **MOCC** to make any necessary inquiries to properly evaluate subscriber's credit standing.
9. Subscriber is responsible for providing **MOCC** with current, accurate information regarding the handling of calls and delivery of messages.

### Answering Service charges

Base Rate           \$ \_\_\_\_\_  
Included Minutes    \_\_\_\_\_  
Excess Usage Charge  
  Per Minute        \$ \_\_\_\_\_  
Patch Charge Per  
  Minute            \$ \_\_\_\_\_  
800 - DID- Fee     \$ \_\_\_\_\_

### Set Up Charges

Base Rate:           \$ \_\_\_\_\_  
800 - DID- Fee:     \$ \_\_\_\_\_  
Setup Fee:           \$ \_\_\_\_\_  
  
Total Due Now:      \$ \_\_\_\_\_

Auto Pay (Optional): Credit Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

I hereby accept the responsibilities of all charges stated within this contract and have read and understood the terms of this contract appearing above. If signing for a company, I certify that I am authorized to sign for the company shown.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**MOCC** Representative

\_\_\_\_\_  
Date