

INSTALLATION AND ACCESS AGREEMENT
(BUSINESS SOLUTIONS SERVICES)

This INSTALLATION AND ACCESS AGREEMENT (“**Agreement**”) is made and entered into as of this 18th day of August 2010, by and between Bright House Networks, LLC (“**BHN**”), and Sumter County (“**OWNER**”). In consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. System; Services. OWNER hereby grants to BHN the non-exclusive right to install, operate, inspect, maintain, modify, repair, replace, relocate and remove a coaxial cable and/or fiber communication services distribution system (the “**System**”) and to market, sell and provide multichannel video, data, phone and other services (“**Services**”) to the property located at 218, 225 E. McCollum Ave. (all suites), Bushnell, FL 33513 (the “**Premises**”), Parcel ID#N16A231. BHN will install and maintain the System at the Premises at its sole cost and expense, in a good and workmanlike manner and in accordance with good engineering practices and all applicable laws, rules and regulations. OWNER will provide reasonable space for the installation and operation of the System at no charge to BHN.
2. Ownership and Use. The System will be and remain the sole personal property of BHN and will not be deemed to be affixed to the Premises. OWNER will not, and will not allow any other party to, tamper with, attach to or use any portion of the System without the prior written approval of BHN. If any of the System is not removed from the Premises within 90 days after the termination or expiration of this Agreement, then BHN will be deemed to have abandoned such personal property in place, and title to such property automatically will vest in OWNER.
3. Alteration to Premises. BHN will be responsible for any or all damages directly caused by its faulty workmanship or installation of the System, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment is part of normal workmanship and will not be deemed damages.
4. Billing. BHN will bill customers at the Premises for Services directly. OWNER will not be responsible for any amounts owed by any customer at the Premises other than itself.
5. Term. This Agreement will remain in full force and effect for so long as BHN provides Services to any occupant of the Premises, plus an additional 90 days thereafter to effect any removal of the System.
6. Representations and Warranties. Each individual executing this Agreement below represents and warrants that he or she is fully authorized to (i) execute and deliver this Agreement to the other party on behalf of the party for which he or she is signing and (ii) legally bind the party for which he or she is signing. OWNER represents and warrants that (a) OWNER has the full authority to fully perform its obligations hereunder and to grant the rights granted to BHN herein, (b) no party has any contractual right or any interest in the Premises that conflict with any rights granted hereunder; and (c) the Premises is not part of a bankruptcy proceeding, foreclosure action, or deed-in-lieu-of-foreclosure transaction. BHN represents and warrants that BHN has the full authority to fully perform its obligations hereunder.
7. Indemnity. Each party will indemnify, defend and hold the other harmless from and against all liability, loss, costs, damages, and reasonable attorneys’ fees arising out of any claim resulting from any negligence, willful misconduct or breach of this Agreement (including but not limited to any representation or warranty hereunder) by the indemnifying party.
8. Miscellaneous. This Agreement will be interpreted and enforced in accordance with the laws of the State of Florida without reference to conflict of law provisions. This Agreement will inure to the benefit of and be binding upon each party and its successors, executors, heirs, administrators and assigns.

Owner: Sumter County

BRIGHT HOUSE NETWORKS, LLC, through its Florida Division.

By: 
(Authorized Agent)

By: _____

Name: Beroult Arnold

Name: Tammy Gonzales

Title: County Administrator

Title: Vice President of Business Solutions

Date: 10/12/10

Date: _____

Arnold, Bradley

From: Brian Berry [bberry@sumterclerk.com]
Sent: Thursday, September 23, 2010 3:35 PM
To: Arnold, Bradley
Subject: FW: Sumter County Clerk of Courts ROE verify
Attachments: 218, 225 E. McCollum Ave..pdf

Brad,

Attached is a form that was requested by Brighthouse for some work we are having them do. I was unsure of the County policy relating to things of this nature so I wanted to run this past you first and get your approval signature for them to proceed. If there are any issues with this please let me know.

Brian Berry
Records Manager
Director of Technical Services
BBerry@sumterclerk.com

Sumter County Clerk of Courts
209 N Florida Street // Room 106
Bushnell, FL 33513
P: 352-793-0215
F: 352-793-0218

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10/6/2010