



WEST DES MOINES OPEN ACCESS CONDUIT NETWORK INSTALLATION AGREEMENT

Contract ID: _____

THIS OPEN ACCESS CONDUIT NETWORK INSTALLATION AGREEMENT (“Agreement”) is made as of the date signed below (the “Effective Date”) between _____ (“Property Owner”) and the City of West Des Moines (“City”) concerning the common areas of the home, building(s) and grounds at the following address: _____ (“Property”) for which Property Owner is authorized to make decisions regarding the Property.

City agrees to provide at no cost to Property Owner a conduit to the Property in order to facilitate fiber-to-the-home internet service. The internet service will NOT be provided by the City but by a third-party internet provider if requested by an individual residing or conducting business at the Property.

Property Owner agrees to provide necessary approvals for the City to install the conduit which will run from the edge of the public-right-of-way or private road to the inside or on the exterior wall of the home or business located on the Property.

AGREEMENT

The City and the Property Owner agree as follows:

1. Property Owner grants to City, its contractors, agents, employees and assigns the right to install, maintain, repair, upgrade and replace conduit on the Property, including any right of access needed to perform this work. The City is also authorized to perform outreach (which may include door to door outreach) to notify residents of construction, installation, restoration or repairs.
2. Property Owner understands and agrees that City owns and will continue to own the conduit. Owner will not move, disturb, alter or change the conduit except with City’s prior written consent or in the case of an emergency, wherein Property Owner will provide notice to City immediately thereafter.
3. City will exercise due care when entering the Property to perform installation, maintenance and repair of the conduit. City or its contractors will repair any damage to the Property as a result of City’s construction (i.e., the work performed by City, its employees, agents, contractors or subcontractors on the Property to install or maintain the conduit), other than ordinary wear and tear. Property Owner further agrees that the extent of City or City contractor liability under this Agreement is for the actual amount of damages, if any, incurred due to the installation, maintenance or repair of the conduit, or ten thousand dollars, whichever is less.

4. The initial term of this Agreement will be twenty-five (25) years and will commence upon the Effective Date (“Initial Term”). The Agreement will automatically renew annually for additional one-year renewal terms (“Renewal Terms”) unless either party provides written notice to the other party at least 180 days before the end of the then current term.
5. Property owner acknowledges and agrees that the City is not involved with and has no responsibility for third-party fiber-to-the-home internet service chosen by Property Owner.
6. Property Owner, by signing this Agreement, represents that it is the owner, the owner’s authorized agent, or the authorized representative of the board of homeowners or condo association for the Property, and that Property Owner has full power and authority to enter into this Agreement. Further, if Property Owner is a condo or homeowner’s association, Property Owner is authorizing third-party fiber-to-the-home internet providers use of the conduit located in common areas of the Property, and has obtained all necessary approvals of the individual unit owners as required by law or by the declaration or by-laws of the condo or homeowner’s association.
7. All provisions of this Agreement run with the land and are binding upon the City and the Property Owner, including but not limited to future property owners, lessees, tenants, occupants or assigns. Property Owner acknowledges and agrees that the City will maintain a public data base containing a copy of this Agreement, including a diagram of the location of the conduit installed on the Property. Property Owner further acknowledges that this Agreement may be assigned by the City to a third party and consents to its assignment.
8. This Agreement shall be governed by the laws of the State of Iowa.

PROPERTY

Looking at the front of the house, the electric meter for the Property is located on the:

Front Back Left Right

Check if any of the following underground items are located on the Property:

Irrigation system Fence Septic System
 Other (Describe) _____

IN WITNESS WHEREOF, this Agreement has been executed by a person duly authorized to do so as of the Effective Date.

OWNER:

Name: _____
 Title: _____
 Date: _____

By checking the box below the Property Owner identified above is agreeing to the terms and conditions contained in this Open Access Conduit Network Installation Agreement.

 I agree to the terms and conditions as set forth above.