



**MAW Communications, Inc.**  
**WWW.MAWCOM.COM**  
**1-877-Want-MAW**  
**PO Box 978 Reading, PA 19603-0978**

### **Property Access Agreement**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

This Agreement is between the Owner of the property located at the above listed address and MAW Communications, Inc. ("MAW"), a Pennsylvania Public Utility, to install and maintain MAW's fiber optic facilities ("Facilities") into and or across the property and or into the building and or residence located at the above address. The Owner indemnifies and holds MAW harmless from any and all incidental or consequential; claims, actions, torts, proceedings, expenses, damages or liabilities including attorney's fees and court costs arising in connection with MAW's Facilities and or Services installed on, over or into Owner's property.

By signing this Agreement, the Owner agrees to be legally bound by the terms and conditions of this Agreement and that:

- A. The person signing this Agreement is the Owner or legally binding agent of the Owner of the property identified above.
- B. Owner agrees to allow MAW and any of its employees, contractors, or representatives of MAW onto the property to install, maintain, and repair its Facilities.
- C. Taking into consideration the Owner preferences, MAW will determine all aspects of the installation and maintenance of its Facilities.
- D. MAW will install and maintain its Facilities in a commercially reasonable manner and will reasonably attempt to notify Owner at least 24 hours in advance of construction. MAW will attempt to reasonably accommodate any rescheduling requests by the Owner, but the Owner will be responsible for any damages or losses resulting from any delays due to rescheduling.

- E. The Owner is responsible for securing and maintaining the area above and around MAW's Facilities and to provide 24 hour per day, 7 days a week access to MAW for construction, maintenance and or repair of its Facilities. Failure to preserve free access to MAW to maintain and construct its Facilities, or to tamper with and or in any way interfere with MAW's Facilities is a violation of Federal and Pennsylvania law.
- F. MAW may remove or abandon its Facilities by written notice by MAW to Owner.
- G. The Owner may not use MAW's Facilities for any activity or purpose whatsoever.
- H. This Agreement will continue until such time as it may be terminated in writing by MAW. However, under all circumstances, MAW's Facilities will remain the sole property of MAW.
- I. If an event of Default has occurred, MAW shall recover from the Owner any and all costs associated with restoring MAW's Facilities that are in the care, custody and control of the Owner.
- J. Neither MAW, nor its affiliates or subsidiaries, assume any liability whatsoever for incidental, consequential, direct or indirect losses or damages (including without limitation to bodily injury, loss of profits, loss of production or liability to any third party) or for any special or punitive damages of any nature whatsoever, arising from MAW's Services or its installation or maintenance of its Facilities.
- K. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- L. This Agreement may be modified or changed only by written amendment signed by both parties. No provision of this Agreement which may be unenforceable shall in any way invalidate any other provision.

Property Owner

Representative of MAW

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date