



Confinement Facility Inmate Services Agreement

This Inmate Facility Telecommunications Service Agreement is entered into this 21st day of October, 2010, by and between the **Van Buren County Sheriff's Office/ Jail**, herein known as the "Customer", and EagleTel, Inc., herein known as "EagleTel".

WHEREAS, EagleTel is engaged in the business of providing certain charge-for-call telecommunications services and equipment to various confinement facilities, and;

WHEREAS, Customer has operational control and management responsibility for the detention facility, jail, or prison, herein known as the "Facility", and the necessary authority to enter into this agreement, wishes to enter into the arrangement as described herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein and other good and valuable considerations, the parties to this agreement do hereby agree as follows:

1. Customer hereby grants EagleTel the exclusive right and license to install, operate, maintain, and derive revenue from the pay-for-call telecommunications equipment at the Facility, and hereby leases said Facility for same.
2. The Facility's physical location is: **17 Veterans Square, Spencer, TN 38585.**
3. EagleTel shall be responsible for the procurement, purchase, installation, maintenance, and service of all necessary equipment. EagleTel and Customer will collectively determine the number, type, and location of the pay telephone stations, and EagleTel shall commence installation within ninety (90) days from the availability of a Customer Owned Pay Telephone (COPT) service line from the local telephone utility company. EagleTel shall not be liable for any delays in installation.
4. EagleTel shall have the exclusive right to obtain usage and billing information, order, connect or disconnect pay telephone services, select carriers, purchase available public utility equipment, and handle all billing and payments. EagleTel shall be responsible for the payment of all charges in connection with the pay-for-call telephones.
5. EagleTel shall keep the phones and equipment in good working order. EagleTel shall repair equipment in a timely manner, consistent with the nature of the outage. Most service calls will be completed within twenty four (24) hours. EagleTel shall not be liable for any lost income during a period that any telephone is out of order or being repaired.
6. EagleTel shall be responsible for the managing of all call detail records for the system, including but not limited to: the rating of each record in accordance with rates, terms, and conditions, for providing intraLATA, interLATA, and interstate telecommunications services as filed with the State Utilities Commission or Public Service Commission, for the blocking and unblocking of user billing numbers, and preparation and processing all qualifying message records for billing and collection of revenue.

7. EagleTel shall submit, at Customer's request, a detailed accounting of all revenues received, expenses incurred, and fees, charges, and commissions paid in regard to all qualifying message records generated from the Facility. All rates and charges under this agreement shall conform to the Utilities Commission regulations for the state of call origin.
8. In exchange for this exclusive license and agreement to provide services to the Facility, EagleTel shall pay Customer a Commission Fee of **FIFTY** percent (**50%**) of the Adjusted Gross Revenue from the Facility. Adjusted Gross Revenue is defined herein as the total collected revenue from the Facility, less the direct expenses incurred by EagleTel for service at the Facility.
9. Commission payment shall be made to Customer, or Customer's designee within approximately thirty (30) days after the last day of each calendar month on the basis of all receipts in that month. The first payment may be expected within approximately sixty (60) days from the date of system installation, and will continue each month thereafter.
10. All telephones and equipment installed shall remain the property of EagleTel. Customer shall not relocate the installed equipment without the express consent of EagleTel. EagleTel is to accept no liability for any damage to the Facility as a result of the installation or removal of telephones or equipment. Upon termination of this agreement, EagleTel shall be responsible only for the removal of the equipment.
11. EagleTel shall indemnify, defend, and hold Customer harmless from any liability in connection with the placement, maintenance, or usage of the telephone equipment.
12. Should the detention functions of the Facility be transferred to a new location or building, during the life of this contract, EagleTel shall have the option of relocating telephone equipment and services to the new location, at no liability or expense to Customer, and to maintain the terms of this agreement in full effect.
13. In the event that any paragraph or part of this agreement is held to be unenforceable under any law or regulation, all other paragraphs or parts herein shall remain in full force and effect.
14. If legal enforcement of the terms of this agreement is necessary, the prevailing party shall be entitled to reasonable attorney's fees and costs. EagleTel and Customer mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of terms and services described herein.
15. This agreement shall be deemed to be a contract made under the laws of the State of North Carolina and the interpretation and performance of the agreement shall be governed by all applicable State laws, and shall be binding upon the parties hereto, their successors, and assignees. EagleTel may assign this agreement to any other competent person or entity capable of performance.
16. The term of this agreement shall be for **forty eight (48)** calendar months from the date of initial installation of the equipment, or the termination date of any preexisting agreement. EagleTel may terminate this contract at any time during the duration of this agreement, upon thirty (30) days written notice to Customer, if any law or regulation prevents EagleTel from providing the services listed hereunder, or if such law or regulation makes continuation of this agreement impractical for economic reasons or otherwise. The Customer may terminate this agreement if EagleTel fails to install telephone equipment as agreed, or to correct any other default within thirty (30) days after receipt of written notice of such deficiency by Customer. This agreement


shall continue on a month to month basis after the expiration of the initial term, until the parties execute a new agreement or terminate services. Notice of termination of this agreement for any reason must be provided in writing thirty (30) days in advance, and delivered by certified mail to the address listed below. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.


17. This is the entire agreement between the parties; there are no oral arrangements of any kind; any future modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, EagleTel and Customer have executed this Agreement as of the date and year first set forth above.

EagleTel, Inc.
P.O. Box 2342
Brevard, NC. 28712

Van Buren County Sheriff's Office
17 Veterans Square
Spencer, TN. 38585

By: 
Name: Ed R. Benson
Title: President
Date: Oct. 21, 2010

By: 
Name: Grayson Beasley
Title: Sheriff
Date: Oct 21, 2010