COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:		
WILLIAM EUGENE KASTE,)	NOV 1 4 2005
COMPLAINANT,)	PUBLIC SERVICE
v.)	CASE NO. 2005-00411
NPCR, INC. D/B/A NEXTEL)	CASE NO. 2003-00411
PARTNERSHIP,)	
)	
DEFENDANT.)	
)	
	ANSWER	

The above-named defendant, NPCR, Inc. d/b/a Nextel Partnership ("NPCR"), for its answer to the complaint filed by William Eugene Kaste ("Mr. Kaste") respectfully states:

1. NPCR denies the averment in paragraph "c" of Mr. Kaste's Complaint that he did not verbally agree to extend his contract with defendant. NPCR admits that pursuant to the terms of the contract, Mr. Kaste paid \$200.00 to NPCR for early termination of his contract. Any and all other averments in paragraph c of the complaint are denied to the extent not expressly admitted herein.

FIRST DEFENSE

2. On March 17, 2004, Mr. Kaste entered into a one-year service term with NPCR for wireless services and equipment, accepting the Terms and Conditions of the signed Subscriber Agreement. (A copy of Mr. Kaste's Subscriber Agreement, which includes his "Subscriber Agreement: Customer Order," "Terms and Conditions," and "New Customer Checklist," is attached to this answer.) As set out in Section 2 of the Terms and Conditions of

that agreement, and as noted on the New Customer Checklist, "a \$200 cancellation fee per unit will be charged to Customer for cancellation within the Service Term, if a one- or two-year Service Term is selected on the Subscriber Agreement."

- 3. On January 10, 2005, Mr. Kaste called to cancel phone number 859-621-6981; however, he accepted a specialized price plan offer in exchange for agreeing to renew his service term for one year. Thus, his service continued under the terms and conditions of his March 17, 2004 Subscriber Agreement.
- 4. On August 8, 2005, Mr. Kaste ported his phone number to an alternate carrier and was assessed a \$200 early termination fee, as permitted and required by his Subscriber Agreement.
 - 5. Accordingly, the \$200 fee was properly assessed to and paid by Mr. Kaste.

SECOND DEFENSE

6. Mr. Kaste is barred from asserting his complaint against NPCR under the doctrine of accord and satisfaction, as Mr. Kaste has already paid NPCR the \$200.00 in question in satisfaction of his obligations upon his early termination of his contract with NPCR.

THIRD DEFENSE

7. The proper defendant to this claim is NPCR, Inc., not NPCR, Inc, d/b/a/ Nextel Partnership.

FOURTH DEFENSE

8. Mr. Kaste's allegations fail to state a claim upon which relief can be granted, and are barred or limited by the doctrines of waiver, estopple, and payment.

WHEREFORE, NPCR prays that the complaint be dismissed and for all other appropriate relief in law and equity to which it is entitled.

Respectfully submitted,

Keith Moorman (49875) Stephen M. Gracey (90215) FROST BROWN TODD LLC 250 Main Street, Suite 2700 Lexington, Kentucky 40507 T: (859-231-0000)

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F: (859-231-0011)
kmoorman@fbtlaw.com
sgracey@fbtlaw.com
Attorneys for NPCR, Inc. d/b/a
Nextel Partnership

CERTIFICATE OF SERVICE

NPCR, Inc. d/b/a Nextel Partnership states that it has served a copy of the foregoing by United States First Class Mail this 14th day of November, 2005 upon the following:

William Eugene Kaste 206 South Hill Road Versailles, Kentucky 40383

Keith Losana

NEXTEL Subscriber Agreement: Customer Order

All authorize Nexted to run my credit report: W/W (within) Date 3 - 17-04 Credit App. # 87866351 Score B Deposit Amount						Deposit Amount/Unit: \$	٥	Accou	nt No. I	4,1	41	8,8,2,8	10 18 16
Account No. 448828086					Order No. Din 13-0-8-7479 W New DEvisting D Upgrada.						pgrade.		
Account Name William Kaste Phone (859) 879-1698					Salindividual Di Business Di Major Di Corporate Di Strategic Di Government								
Address 206 South Hill Road					SSN/Tax iD 5/7-66 - 88/3 Tax Exempt (attach certificate)								
City Versailles State Ky. Zip 40383					10 #1 1699 - 282 - 354/ State 164 Exp. Date 11-20-07								
Email (Option	onal)			Model may contact you regard	ding new offsrings or promotions	ID #2 State Exp. Date							
Shipping Address:					ID #3 (ff required)								
□ Same as above ;						Authorized Contact(s) Same Phone ()							
								Servic	:es*				
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1	Additional Order pages attachedAdjustment \$				π 5	Certain fees and assessments su fee, Telecommunications Relay S	Service, and S	itate and f	ederal Uni	versal	<u></u>	Adjustmer) S
Services*: NDC: Nationwide DCTM NG: Number Guard Credit Deposit (# Units DC: Cetutar Not: Nexted Online P: Wireless Local Number Portability** Account Set-Uto F					Fund assessments apply and may vary. Such fees and assessments on taxes. They pay for government programs directly and Nextel's c				s cost [Other Chames Gares Serbeland &			
				_	for complying with government programs. Visit www.nextel.com or call Customer Care at 1-888-566-6111 for more information. Gueral Programs and Surcharges \$ Varies								
** authorize Nextel to port my designated phone numbers					Estimated Total Monthly Recurring Charge (Taxes Excluded) \$ 58.2								
					Recurring Direct Debit Program Wireless Number Portability								
				If no box is checked, default	I have requested to enroll in NEXTEL'S Recurring Direct Debit program. This agreement will authorize Nextet to Initiate scheduled recurring 25 per number applies. To make sure that you have Auth. Name								
equipment listed here is in your possession and in good working order, you Service Plan, I have read and understood the is one-year term and				is one-year term and can- celtation fee applies.									
the insurance is offered as outlined in the insurance brochure. Customer understand the program			will remain in effect	1-Year Term	electronic funds transfers from my credit card/			accurate information about applicable fees and your Commission					
			2-Year Term	ing cycle. Charges will be deducted within 24 hours to charge carriers, we will protect your telephone Prov Acrd No.									
the insurance or its administrator shall be directed to The Signal. the address shown on my bill to discontinue my			□ No Term		of the bill due date or at the time of activation and numbers with Wireless Number Portability Verifica- will be deducted each month thereafter on the bill tion. Before moving your phone numbers to another Prev Acct Pswd/PIN								
coverage by customer. Activation of Direct Protect coverage after the initial				due date. I have received and understood the terms and conditions of this program.						s first To	**********		
sale and delivery of equipment may be subject to a 30 day delay in cover- age effective date.						call 1-884	8-568-6111		Prev Address				
Initiat: Acc	ept Dectine Wift	Ľ	Initial: Accept WAK	Decline	Initial: Accept 1 M	Initial: Accept Decline	·WW	initial: A	loccept 1	45			
Point of Sa	ile One-Time Charge: \$	Payment Type		No.		THIS ACREMENT consists o	of the Cuetom	or Evront	ations Cho	chilet C	noeni Ye	rms and Conditions Plan Int	sometime and this Com-
Credit Card: ☐ MasterCard ☐ Visa ☐ AmEx ☐ Discover ☐ Diners				THIS AGREEMENT consists of the Customer Expectations Checklist, General Terms and Conditions, Plan Information, and this Customer Order. By signing below, the undersigned represents that: (1) he or she is at least 18 years of age an is legally competent to									
Name on Card Card/Bank No.				enter into this Agreement; (2) has received a true copy of the Agreement and has read and clearly understands the terms and condi-									
Account No. Expiration Date			tions of the Agreement, including changes to terms or charges; limitations of liability and disclaimers of warranties as permitted by law; arbitration of disputes, early termination fees, and other important provisions; (3) if acting of behalf on an entity, he or she is fully										
Equipment PO # Service PO #				authorized to legally blind the entity; and (4) if acting on behalf of a corporation, the execution of this Agreement has been authorized									
For any deposit made by check, Customer expressly authorizes Company to electronically debit customer's account for the amount of the check. The use of check for payment of the deposit represents Customer's acceptance of this provision of this Agreement. For any deposit made by credit or debit card, Customer expressly authorizes Company to charge or debit customer's account provided above.					by all necessary corporate actions. The undersigned agrees to pay all charges if the entity or corporations listed under "Account Name" denies responsibility. The quiersigned represents that all information provided herein is true and accurate.								
I have verified that the signer of this document is the same person whose driver's license has been presented. Agent Code. QCBG9AGX			Customer Signature										
Sales Asso	oc. Signature		Sales Assoc. Name (p			Customer Name (print) 1/1144 KASTE							
Sales Manager/AR Name Phone Np/859 276 - 0743					Date 3-17-0	24				•			
Comments				_		<i>-</i>	/					· · · · · · · · · · · · · · · · · · ·	
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invoices are not paid by the due date. The late payment charge it applied to the total unpaid balance due and onterneding. The late payment charge its for costs related to the under by Company for any check or inegoisable instrument tendered by Customet unnitationally payment and shall not be decimed an interest payment. A charge of 539.95 will be made by Company for any check or inegoisable instrument tendered by Customet 11. NOMPAYMENT NBREACH - A late payment charge of 1.5% (or the maximum interest rate permitted by law) per month may be applied to Customer's account it monthly

22. NEXTEL WIRELESS WEB "GOLD" SERVICES – Nextel Wireless Web "Gold" Services are those Internet and data Services offered in conjunction with a Service plan using the suffix of 10% of

EONIMENT. INFESS OLHEKAISE YCKEED BY COMPAN, IF THE EQUIPMENT PROVES DEFECTIVE, THE COSTS OF ALL NECESSARY SERVICING BEYOND THE DESCRIPTION CONTAINED HEREIN. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE OUNLITY AND PERFORMANCE OF THE EVITORE IN THE OPERATION OF ANY EQUIPMENT SOLD OR OTHERWISE PROVIDED HEREUNDER. THERE ARE NO WARRANTIES WHICH EXTEND PANA MECTICENCE VND INCTIDING. WITHOUT LIMITATION, LIABILITY OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY COM-NO EVENT SOMPANY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY COM-COMPANY, ALL OTHER WARRANTIES, CUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. IN EXIMEZS OF INFILED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREBY WALES, AS AGAINST TO CUSTOMER OR TO ANY OTHER PURCHASER OF THIS EQUIPMENT. WITHOUT LIMITING THE PORECOING, COMPANY SPECIFICALLY MAKES NO 31° no averevall equidment) – compant makes no warevalies of representations of ank kind, statulore, express or implied

HOLD COMPANY HARMLESS FOR ALL SUCH INTERRUPTIONS. WAS BE DISCIPINED BY LAW, CUSTOMER, ACKNOWLEDES THAT SERVICE INTERCIPOR WILLOUGE TO CTURE FROM TIME TO THE FULL EXTENT THE SAME
MAY BE DISCIPINED BY LAW, CUSTOMER, ACKNOWLEDES THAT SERVICE INTERCHIPOR WILL SHOULD WITH EVALUATION OF THE SAME AND EVERES TO APERVALA OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR, FURPOSE TO CUSTOMER IN CONNECTION WITH 115 USE OF THE SERVICE.

20. NO WARRANTY (SERVICE) - COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH 115 USE OF THE SERVICE.

TO ACCESS 911 OR OTHER EMERGENCY SERVICES. CYNCES OF VCTION (INCLUDING ALTHIRD PARTIES) ARISING OUT OF THE USE OR ATTEMPTED USE OF THE COMPANYS SERVICE CAUSTICE OF ACTION (INCLIDING ALE FRANCE FOR 911 OR OTHER EMERGENCY CALLS – The Service provided beceinder and you could not other accounts of the past broaden and the past broaden as th

the benefit of the successors and permitted assigns of the parties hereto. This Agreement shall be governed by the laws of the State of Commonwealth in which this Agreement IS. ASSICIAMENT/RESALE/COVERMING LAW—This Agreement may be freely sargined by Company to any successor of its or ent other drive of every control of the services and drive of the control of the control

my provision hereof he taken or held to be a waiver of compliance with or breach of any other provision of a continuing waiver of such provision. offices of the Company. This Agreement becomes effective when accepted by the Company, Should any provision of this Agreement be discussed to the Company, as any time to require the performance by provisions of this Agreement bell not affect in the Agreement will not be affected therefor The failure of company, a say the right to require such performance as a ray bell to the company of a breach of the company of the company of the part of the performance of the provisions of this Agreement ball not affect in any why the right to require reconstance as a ray time to require the performance of the provisions of this Agreement ball not affect in any way the right to require reconstance as a ray of the performance of the provision of this Agreement ball not affect in any of the performance of the provision of this Agreement ball not affect in the performance of the performance of the provision of the performance of the performance of the provision of this Agreement ball not affect in the performance of the pe 17. COMPLETE AGREEMENT/SEVERABILITY/WAIVER — This Agreement sets forth all of the agreements between the parties concerning the Service and punchases of the Equipment, and these to end on the Average and the Average of the Company with a conclusion of the Company con 1 above, no amendment or diskingn to this Agreement Everage upon Company unless it is in writings and agreed by both parties (and, in the case of the Company con 1 above, no amendment or addition to this Agreement between them and the Company control of the Company of the Company control of the Company of the Law of the Law of the Company of the Law of

Customer violations of PCC rules and regulations or Customer violation of any statutes, customer agrees to indemnify, dedend, and hold Company harmices from any Customer violations of PCC rules and regulations of Customer violation of any statutes, ordinances or laws of any local, state, or federal public authority. SLECIVT OF OTHER INDIRECT DAMAGES CAUSED BY ITS NECLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, PERSONAL INJURIES OR 4S OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT IS THE COMPANY LIABLE FOR ACTUAL, CONSEQUENTIAL, INCIDENTAL NOT EXCEEDING AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE FERIOD OF SERVICE DISRUPTION, EXCEPT 16. LIMITATION AND CONDITION OF LIABILITY; INDEMNITY – Company does not azume and shall have no liability under the Agreement for (i) failure to deliver the Equipment, of the period of Company, and the Equipment, of the Equipment, and the period (ii) damage, example to the Equipment, and the period (ii) damage, example to the Equipment, and the period (ii) damage example to the Equipment, and the Equipment, and the Equipment is a traited in the Equipment of Company, and the Equipment, and the Equipment of Equipment of Equipment and Equipment of Equipment of

15. COVERACE AREA - Local Dispareh (Direct Connect), callular calling, Nextel Wireless Web Services, and respective coverage areas for three Services are subject to change

"charges" that see imposed on telecommunications services, other services, and equipment or that regions to regions the extremental construction services and equipments. Such charges shall include but see to limited to: excise takes; askes and transaction taxes; utility taxes; regulatory fees and assessments. Individual service assessments compared that the expensible for such charges regulated or charges to imposed upon the sale of equipments is and telephone relay service (TBS) assessments. Customers that his telephone relay service before Customers and the such charges that the charges in imposed upon the sale of equipments is a such charges and the such that the charges in imposed upon the sale of equipments. Customers, or the charges are charges and the such charges are consistent to the charges are 14. TAXES, PEES, SURCHARGES & ASSESSMENTS - Customer is responsible for all federal, state, and local caxes, fees, surcharges, and other assessments (collectively,

Telecommunications Insurance Services ("Signal"), not Company, and that any request for information or claims regarding the insurance shall be directed to Signal at 1-888-352.

J182. Customer acknowledges having received a summary of coverage, including deductible information, which is also available by calling Signal.

13. PROPERTY DAMAGE INSURANCE - If Customets selects Direct Protect insurance protection, Customet acknowledges that insurance protection is offered by The Signal

12. RISK OF LOSS: INSURANCE – Upon Customer's acceptance of delivery of the Equipment, all tisk of loss, damage, theft, or destruction to the Equipment shall be borne upon to be a constant of the Customer, to be and have always chiefer, be destructed on the constant of the Customer, the constant of the Customer of the Customer and the Customer agrees to maintain the customer, and the customer with repect or to use of the Equipment of the Customer and the customer of the Customer with repect or to use of the Equipment of the Customer and the customer are required and shall furnish Company with proof of such payment of the Company with proof of the Equipment of the Equipment of the Company with proof of the Company with the customer and the

accelerated and immediately due in full. It Company disconnects the Service, Customers that the liable to sately and distange all outstanding amounts due and pays a reconnect charge of \$15.000 puts until, in addition to any advance payment of Service charges that may be requested by the Company at its discretion, before the Company will reactivate Service. If the Equipment is putchased on an installment basis, or credit, the Company reactives the right to modify the terms of Service as a precondition to reactivating Service. If the Equipment is putchased on an installment basis, or credit, the Company may take possession of the Equipment, at any time whitever the same may be without legal process and without being responsible for loss and damage. or permanently terminate Service in Quarinmer. Il Service is terminated and not reconnected within (1911) days, all outstanding payments to be made in installments are and returned unpaid by a financial institution for any reason. Company may demand payment by money order, exbine's check, or smillarly secure form of payment, at Company's distriction are any under or from the color of the control and the control including but not limited to the nonpayment for charges hereunder, Customer stall be libable for this expense. Customer understands that in the event of nonpany more from the nonpayment for charges hereunder, Customer stall be libable for this expense. Customer understands that in the event of non-think figurement, including but not limited to the nonpayment for charges hereunder, Customer stall be libable for this expense. Customer understands that in the event of non-think figurement are any other breach of the terms and candidates that the figurement are charged to the terms and candidates that the first transfers company may because it is the event of the control of the contro

and the front of this Agreement, Customer shall be responsible for paying amounts due as agreed to an this Agreement. If Customer does not maked all paying the company shall be a default under this Agreements and company shall be a default under this Agreements and company shall be a default under this Agreements and the Customer of the Equipment of the Equipment is on a credit or installment basis and the Customer secrept edivorty of the Equipment, the Customer may not return the Equipment or receive a reduit or installment basis and the Customer of the Equipment of receive a reduit of the Equipment of receive a reduit of the Equipment of the the duration of this flewerment unless exacted estitive ty entire than 19 and 20 and 2 invoice shall be subject to late payment chatges as set forth in this Agreement. If the parties have agreed that payments are to be made in installments, or on credit, as indicated 10. PATES, CHARGES, AND PAYMENT – The proce established for Service is set forth in the current Company strate plat(s) selected by Customet. Company shall issue invoices to the company shall issue invoices to the company of the com

9. DEPOSITS – Customers shall provide Company with a deposit towards the purchase of the Equipment in the amount set forth on the front of this agreement. Company also that the critical control cont

8. CONTENT; INTELLECTUAL PROPERTY RIGHTS — Company is not a publisher of third party content that Customer may from time to time access through Westel Wildless Web Servees therefore Company was not reponsible for content provided by wath third parties, meltidual but not limited to attendency, opinions, papilics, publics, provided with a company gives no guarantee or sautimes as to the cut-mustry, services and other information ("Content"), and accessed by Customer through Nextel Wirteless Web Services, Company, gover no guarantee or sautimes as to the cut-mustry, services and other have proprietary increasts in certain rectain company, completeness or utility of Contents obstances the cut-mustry increast in certain certain consent of the cut-mustry and other and other paper and other pap

APPLICATION CUSTOMER CARE AND SIDENCET. Customers sensing the versus Customers and Company shall have no obligation to support such Application. In the event Customer using the Application in support such a produce in the produce of the customers using the Application. In the event Customer customers are not support such a produce on the produce of the Application of Support Support such Application.

6. NEXTEL WIRELESS WEB SERVICES – Moral Wireless Web Services, conseruing of certain applications such as email, data, information and other wireless internet services with a property of the Services that can be obtained from the property of the Services that the Services of the Services that the Services of the Serv

it interception of communications from Companys System.

5. CUSTOMER BADIO EQUIPMENT – Company is not responsible for the installation, operation, quality of transmission, or, unless separate maintenance attening the party of the between Company and Customer, manifestance of the Edupment of Any changer is effective or Equipment may require setalitional programming or Equipment or assigned codes on numbers which may require programming fore. Company searched to change or tensor assigned codes and/or numbers when and state laws may make it is reasonably necessary in the conduct of its business. Customer does not have any properers in such codes or numbers which in an extrest complete graves are made to the party for any exceedinging on a research of the numbers. Although Federal and state laws may make it is researched to the party for any exceedinging the accessary in not service complete graves a complete grave as a company state and state laws any make it.

4. EQUIPMENT AND INSTALLATION — If the sale for each only, tide on the Equipment shall be transferred to Customer upon receipt by Company of a cablicit's or certified cheek or other equally secure form of payment in the amount at total or the payment in the amount at the amount at the amount of the sale price and other charges or feed (including any) proceeds thereof to secure Customer's gene for the payment and other charges or feed (including any) proceeds thereof to secure Customer's gene for the sales and other charges or feed (including any) not certain to recours a COMPADA, a support the feed of the sales price and other charges or feed (including any) not certain the sales of the sales and other charges or feed (including any) not certain or sales and other steps to perfect or only must certain any) of certain the same and other charges or feed (including any) not certain or secure a COMPADA, a support of the sales of the sales of the same payment or or only and (iii) appearing the company as company and (iii) appearing the company as company and (iii) appearing the same and other charges or feed (including any) not certain or sayer to secure of the campany of the same and (iii) appearing the same and (iii) and (iii) and (iii) appearing the same and (iii) appearing

of the Customer's creditworthiness. Customer seknowledges that Company may provide payment history and other billingelasing in it may be required.
Inclusion in Customer's records maintained by such credit reporting agency. Customer understands that a security deposit or artime uasge limit may be required. credit application or information from more to time. Customer warrant and represents the all information furnished on the credit application is current, computer, accurate, and true. If Carpor property described the analyst and represents the analyst and represents the analyst and response the analyst and response the analyst and represents the analyst and response to the analyst and represents and represents the analyst and represents the analyst and represents and represents the representation with Company and Company and performance of a cardin fairney check utilising standard commercial credit reference services in contents are represented to the analyst representation and the proposed representations with Company and Company and reference and the proposed representations with Company and the company and representations with Company and the proposed representations with Company and the proposed representation and the proposed representation and the proposed representation and the proposed representations are all the proposed and the proposed representations are all the proposed to the proposed and the proposed representations are proposed to the propo 3. CREDIT APPLICATION - This Agreement shall be contingent upon Company's approval of Customer's greeti application. Company may require Customer to update its

to Company at the addecas shown on Customers bill. Company tearriers the right not to tenew this Agreement at any time prior to the conclusion of the Service Term or any time prior to the conclusion for the conclusion of the Service Term of any tear accordance with Section 1 above, a \$200 cancellation for the subspending the cancellation for the subspending the cancellation of the subspending the cancellation of the formation within the Service Term, if a one or two yest Service Term of this Agreement by the length of the temporary paraperation.

To Customers's account(s) for a temporary period, Company may extend the term of this Agreement by the length of the temporary suspension. 2. TERM – The Service Term of this Agreement shall be specified on the Subscriber Agreement. Form from the date hereoft. Thereafter, unless Customer or Company remnances
this Agreement as provided for herein, this Agreement shall be made only in a month-to-month basis. Nonce of termination by customer shall be made only in writing

charge will not be protated to the date of termination.

I. USE OF SERVICE – By executing this Agreement, Customer acknowledges that it complies with all PCC rules and regulations. Customer will not use the Service for its major value of the plant of the pl

n consideration of the sums and the mutual covenants and conditions beteinaftet set forth, the parties agree as follows:



1414188218018161 1 CUSTOMER ACCOUNT NO.

Welcome New Nextel Customer!

This checklist ensures that your Nextel representative has fully explained important information about Nextel handsets and service and is being provided as an additional level of customer service and consumer protection. If you have any questions on any particular item, now is a great time to ask your Nextel representative for additional information or clarification.

great time to ask your reacter representative for additional information of darmation.
THIS SECTION TO BE COMPLETED BY A NEXTEL REPRESENTATIVE ONLY
CUSTOMER / COMPANY NAME CUSTOMER / COMPANY NAME CONTACT NAME
DATE OF ORDER SOE NUMBER SOE NUMBER NEXTEL REP. LAST NAME AGENT CODE .
THIS SECTION TO BE COMPLETED BY THE NEXTEL CUSTOMER ONLY
Please read the following and signify your understanding and acceptance by placing your initials Initials Au
I understand I can reach the Nextel Customer Care center by calling (888) 566-6111 or 611 from my Nextel phone
I understand that the Motorola equipment warranty is good for one year after activation and does not cover equipment abuse, neglect or water damage. I have been advised of the Nextel policies concerning equipment repair
l have been offered Nextel Direct Protect Insurance for my handset(s) and accessories and have indicated my choice on the Subscriber Agreement. Replacement units not covered by insurance or warranty are available at regular retail prices I WHK I
I understand that the normal delivery time for Nextel equipment is 5 to 7 business days after my order is activated. Equipment delivery times may be longer for certain accessories and non-standard or complex activations.
I have been advised that my Nextel handsets and Nextel accessories will be shipped. If my handsets are being shipped COD, I will need to provide a money order or check upon delivery. Equipment is not available on a will-call basis
I understand that any payments made in person must be made at a company owned Nextel facility with a check or money order made payable to Nextel only. Payments cannot be made to a Nextel dealer or to Nextel field sales representatives
I understand and acknowledge the current coverage area and level of service provided by Nextel
I have been provided with a copy of my Nextel Subscriber Agreement and this New Customer Checklist. My Nextel representative has fully explained the terms of my service contract (if applicable), including any early termination penalties I WK
My rate plan has been fully explained to me and I understand the terms of any special rate plan promotions and their expiration dates:
I understand that Group Call (applicable on private fleets only) is billed per phone (able to receive the call transmission) per minute to initiate and receive responses
My billing and service addresses are the same (If different please ensure that proper addresses are provided) (YES) NO
I am exempt from one or more of the federal, state and local taxes (If correct please identify which tax exemptions exist and provide tax exemption certificate) YES/NO
I live in an unincorporated area YES / NO
I agree that the following additional discounts, rebates and accessories are being provided by the Nextel dealer or representative directly to me and are not to be considered part of my business relationship with Nextel Partners, Inc. Please list all additional discounts, rebates and accessories being provided directly to the customer by the Nextel dealer or representative:
24 Month Promotional Agreement - In conjunction with the Nextel Natural Tear Sharoffer, end date of 03/17/05
the customer is eligible to receive promotional service pricing. In the event of a Disconnection of service at any time during the twelve-month or twenty-four month period (as applicable to the offer) following service activation, the customer will be charged a \$200 cancellation fee for each disconnected Nextel phone
Thank you very much for choosing Nextel!
(Jelling A: 17/04
NEXTEL CUSTOMER SIGNATURE DATE DIEXTELY PEPRESENTATIVE DATE