# MDU Access & Service Agreement

**Date: 07/03/2023**

| **Property Address** | |
|---|---|
| Street: | 3100 Meadowbrook Lane |
| City: | Windsor, Ontario |
| Postal: | N8T 0B5 |
| # Units: | 145 Residential & 2 Commercial units |

**PMG & Manager Contact Information**

Name: [redacted]
Phone [redacted]
Email [redacted]
O/U: [redacted]

## Description of Work

New Construction.

**MNSi Authorized Partner Signature**

**Windsor Essex C**
**Corporat**

**Signature:** Justin Greer
**Name:** Justin Greer
**Title:** Fibre Operations; MDU Facilities
**Date:** 07/03/2023

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By jgreer at
03/09/2023, 11:21 AM

## The Agreement

1) MNSi is granted access to the property, as needed, during normal servi[illegible] 365 days per year to maintain, repair, modify, advertise the service and upgrade the equipment for a term of 10 years from the date of this agreement. The term will be automatically renewed for additional one-year terms so long as MNSi's equipment remains in the building.

2) The signatory to this work order confirms that they have sufficient right, title and interest in the building to grant the rights in this agreement.

3) The Owner and/or Property Management will use the same standard of care to protect MNSi's equipment that they would use with their own equipment. The owner will not tamper, damage, interfere or connect to MNSi's Equipment.

4) The Owner and/or Property Management's sole remedy under the agreement will be the right to require MNSi to repair any damages to the building caused directly by MNSi or its various Contractors.

5) In the event the Owner sells the building, it will cause the purchaser to deliver to MNSi an agreement obligating the purchaser to assume and be bound by the obligations of the Owner set out in this agreement.

6) MNSi and Owner shall each ensure that they comply with all applicable laws and regulations in connection with its own obligations under this Agreement.

7) As it relates to this Agreement, in no event will either party be liable for or indemnify and save harmless the other party from and against any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.