



Service(s) Agreement

Company Use:

Date: 02/22/2022

Account Number: 15320

Assigned Telephone Number: 855-577-7297

BETWEEN:

Gold Cross Answering Service, LLC

AND Business: Anoka Municipal Utility

Contact: Heather Keller

Contact: Greg Geiger

Address: 11786 15th Ave
Chippewa Falls, WI 54729

Address: 2015 First Ave
Anoka, MN 55303

Phone: 715-839-9672

Telephone: 763-576-2903

Fax: 715-408-4476

Fax: 763-576-2909

Email: hkeller@goldcross
answeringservice.com

Email: purchasing@ci.anoka.mn.us

Live Answering	405.00 includes 450 minutes
Overages	\$0.85
On Call Scheduling	
Online Scheduling	
Translator Service	
Web Portal	
SMS/Text messaging	
Secure SMS Messaging	
Patching	
Holiday	\$10.00 (7 per year)
Voicemail box	
Additional DID's	
Additional Services	
Set up fee	50.00 one time charge



**Please initial Terms and Conditions on last page*

TERMS AND CONDITIONS

1. **Terms of Payment:** Initial payment of First Cycle and Programming are to be paid and submitted with Customer Service Agreement (deposit). No interest shall be paid on any deposit or advance payment to the deposit. Applicable state and local taxes will apply. All invoices are due within 20 days of the invoice date. A late fee of \$20.00 will be assessed on any open invoice after 20 days. Only one late fee will be credited to the subscriber in a 12-month period. Subscriber agrees to pay a \$25.00 reconnection fee if service is suspended for non-payment.

2. **Billing:** The charges for all services are billed at the end of the month. Charges are based on a per minute or real-time basis in 6-second increments or per call basis see page one of the service agreement for per minute or per call rate. All rates are subject to review and adjustment. Records of calls are retained for 30 days before they are purged. Requests for records are subject to administrator fees. Any questions or disputes regarding billing must be submitted within the 30-day period following the invoice in question. A 30-day written notice of cancellation is required and must be received by Gold Cross Answering Service, LLC for cancellation of service. Failure to provide a 30-day notice of cancellation will result in a cancellation fee.

3. **Telephone Numbers:** All toll free and DID numbers that are assigned to any subscriber account, belong to Gold Cross Answering Service, LLC. The Subscriber has no authority to move, transfer, or port any number belonging to Gold Cross Answering Service, LLC. The Subscriber must receive written authorization from Gold Cross Answering Service, LLC prior to advertising or including the assigned toll free or DID numbers belonging to Gold Cross Answering Service, LLC in any publication. Any advertising or publication of Toll-Free Numbers or DID numbers approved by Gold Cross Answering Service, LLC must be paid for by Subscriber. If the services provided by Gold Cross Answering Service, LLC are terminated for any reason prior to the expiration of advertisement, Subscriber will remain responsible for the base rate of the account per cycle plus usage charges until such advertising has expired or for 90 days after termination, whichever is greater.

4. **Medical Practices/Business:** Gold Cross Answering Service, LLC certifies HIPAA Compliance with a signed HIPAA Agreement on file.

5. **ENTIRE AGREEMENT WAIVER:** THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER BY GOLD CROSS ANSWERING SERVICE, LLC OF ANY PROVISION HEREOF SHALL CONSTITUTE A WAIVER OF ANY OTHER PROVISION OR MATTER.

6. **Failure to comply:** The Subscriber agrees that should they fail to comply with the terms and conditions of the Agreement that any expenses incurred by Gold Cross Answering Service, LLC in the collection of sums due, including reasonable attorney's fees and court costs shall be paid by the Subscriber.



7. **LIABILITY:** GOLD CROSS ANSWERING SERVICE, LLC SHALL HAVE NO LIABILITY TO SUBSCRIBER OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY'S FEE) OF ANY KIND OR NATURE, WHETHER CONSEQUENTIAL, ECONOMIC OR OTHERWISE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY PERSONNEL OR EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE, BY THE USE OF OR NEGLIGENCE OR OTHERWISE, OR FOR ANY INTERRUPTION OF SERVICE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT. SUBSCRIBER SHALL INDEMNIFY AND HOLD GOLD CROSS ANSWERING SERVICE, LLC HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES INCURRED OR SUFFERED BY THE SUBSCRIBER, OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF EQUIPMENT OR PERSONNEL OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY).

Client Initial: *GC*

Gold Cross Answering Service, LLC:

Client:

Signature: _____

Signature: *Greg Geiger*

Print Name: Heather Keller

Print Name: *GREG GEIGER*

Title: General Manager

Title: *ELECTRIC UTILITY DIRECTOR*