



**Agreement**  
between

**Beacon Wi-Fi Technologies, LLC and Key West Bight Marina**

This Agreement is made and entered into this 14<sup>th</sup> Day of June 2011, between **Beacon Wi-Fi Technologies, LLC**, a Connecticut Limited Liability Corporation, hereinafter referred to as "Beacon Wi-Fi" with a mailing address of 5 River Road, #209, Wilton CT, 06897-4097 and **Key West Bight Marina City Marina & Garrison Bight**, hereinafter referred to as "Venue".

WHEREAS, Beacon Wi-Fi will install a wireless network on the marina grounds.

WHEREAS, Beacon Wi-Fi will purchase and own all installed equipment, conduct installations and will be responsible for supporting Venue's customers.

WHEREAS, Venue has chosen Beacon Wi-Fi as their exclusive partner in providing wireless high-speed Internet access and Wi-Fi services to Venue's customers. This includes, but is not limited to, prohibiting products and services that are competitive to Beacon Wi-Fi from being installed on Venue's property and supported by Venue.

WHEREAS, Venue will allow Beacon Wi-Fi reasonable access to the Venue's marina properties and customers in order to perform technical surveys, install necessary equipment and conduct programs to market any Beacon Wi-Fi offerings.

NOW, THEREFORE, in consideration of the mutual promises contained herein Beacon Wi-Fi and Venue hereby agree as follows:

**Mutual Expectations and Understandings**

- Beacon Wi-Fi will install a wireless network at Venue to provide high-speed internet access and Wi-Fi services to Venue's customers for a cost of \$1347. Beacon Wi-Fi will cover the remaining area at Key West Bight, City Marina & Garrison Bight, Key West Mooring Field.
- Beacon Wi-Fi will provide customer direct support to Venue's slip renters 24/7.
- Venue will pay Beacon Wi-Fi \$199/month for 12 months/year for each venue. In exchange, Venue's seasonal slip renters will receive free access on the entire Beacon Wi-Fi Network for 12 months/year and transient customers will receive free access at Venue's marina using short-term passes.
- A deposit charge in the amount of one month of billing (\$199) will be charged on the date this agreement is executed, or shortly thereafter, and will act as the first monthly payment of the agreement. Monthly fees are payable at the beginning of each billing month by credit card only (MasterCard, Visa or American Express). Monthly billing will commence the day that the Beacon Wi-Fi equipment is installed on the Venue's property. If a corporate check is the preferred payment method, then quarterly payments are due at the beginning of each quarter.
- Venue will pay \$1347 in installation fees which are payable 50% on the day this agreement is executed and the balance is due the day that the Beacon Wi-Fi Network is successfully installed and operational at Venue's property.
- Beacon Wi-Fi has the right to use Venue's name for marketing and public relations efforts.
- Venue agrees to three (3) years of exclusive partnership with Beacon Wi-Fi as their partner in providing Wi-Fi and wireless high-speed internet access to Venue's customers. At the end of the three (3) year term, this agreement may be extended for an additional two year term based upon the same terms and conditions.
- Venue is responsible for providing the broadband service, including: 1) the ordering of broadband service used by the subscribers; 2) having a usable phone jack and numbers installed for DSL, FIOS or a cable modem installed for cable service; 3) supplying Beacon Wi-Fi with any usernames/passwords/account information. Beacon Wi-Fi will have a "name" listed on the account with the authority to receive support from the broadband supplier in case of outages/problems.
- Venue agrees to provide reasonable space on site for banners, posters, etc., and to allow Beacon Wi-Fi to include mail inserts if deemed appropriate by both Beacon Wi-Fi and Venue.

- Venue agrees to help support the installed equipment (equipment needs, minor testing) and reasonably agrees to install 110v outlets in repeating locations if necessary for in-cabin coverage.
- Beacon Wi-Fi has the exclusive right to sell appropriate advertising on the Beacon Wi-Fi Network.

**Cancellation**

Venue may cancel this agreement anytime after 120 days after the date of installation with sixty (60) days notice if:

- 1) Beacon Wi-Fi's commitments to install a fully functional wireless network have not been met
- 2) Beacon Wi-Fi has not made reasonable attempts, within sixty (60) days of notice of a problem, to repair, adjust or rectify any system failure.

If Venue cancels this agreement for reasons other than those listed above, Venue agrees that Beacon Wi-Fi has the right to charge an early termination fee equal to 3 months of service, as outlined in this agreement.

In the event of the cancellation of this agreement, ownership of all equipment installed by Beacon Wi-Fi remains Beacon Wi-Fi owned equipment. Venue will provide reasonable access during business hours for Beacon Wi-Fi to remove said equipment. Beacon Wi-Fi shall remove said equipment in a timely manner. All fees will be paid to Beacon Wi-Fi by Venue during the sixty (60) day cancellation period.

**Indemnification**

Venue and Beacon Wi-Fi agree to indemnify each other to the fullest extent permitted by law and to save and hold them harmless from any reasonable fees, costs, claims, actions and expenses paid in connection with the matters covered under this agreement or assumed in the course of business, the installation process, and its related equipment.

**Transferability**

This contract is fully transferable to a signatory and successors of Beacon Wi-Fi Technologies, LLC.

By signing this Agreement, both parties agree to all terms and Venue authorizes Beacon Wi-Fi to charge the following credit card for any deposit, installation and monthly fees as outlined in this agreement.

CC Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Name on Card: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Email Address for Billing Receipts: \_\_\_\_\_

Beacon Wi-Fi Technologies, LLC

Key West Bight Marina

By:   
 Print Name: CHRIS REITZ  
 Title: CO-FOUNDER  
 Date: 6/21/2011

By:   
 Print Name: CHRIS REITZ  
 Title: CO-FOUNDER  
 Date: 6/21/2011