



Department of Aviation
MEMORANDUM

From: City of Austin / Austin-Bergstrom International
Airport Commercial Management Division

Subject: Shared Tenant Services (STS) – Terms of Use

Enclosed please find the City of Austin / Department of Aviation (DOA), Shared Tenant Services (STS) Terms of Use and the Service Request Form. The STS Terms of Use is a contractual agreement required by Austin-Bergstrom International Airport tenants for provisioning of telephone and/or data communication services.

Telephone Service – Tenant may either use the Airport’s telephone system or select another telephone service provider.

- All telephone services provided by DOA will be on a rental basis. Services shall include installation, training, service and maintenance of all equipment to provide full voice/telephony services to the tenant.
- If tenant selects a third party provider(s), services will be extended from the campus minimum point of entry and delivered to the tenant site(s) by DOA. The tenant will provide all equipment necessary to provide service.

Data Communication Service / Extended Circuit – Tenant is responsible for selection of a third party data communications service provider.

- Services will be extended from the campus minimum point of entry and delivered to the tenant site(s) by DOA. The tenant will provide all equipment necessary to provide service.

To request services, please complete, sign, and return the following forms as noted below:

- ❖ STS - Telecom Services/Equipment Request
- ❖ Long Distance Carrier / Designation
- ❖ Accounts Receivable Client Data Sheet

Upon receipt of the completed forms, an STS Request for Services (service quote) will be issued for approval and signature.

Work will not proceed until a signed STS–Telecom Services Request and security deposit are received.

If you have any questions regarding Shared Tenant Services startup of services, please contact Airport Commercial Management at AUS.CommercialManagement@FlyAustin.com.



AUSTIN-BERGSTROM INTERNATIONAL AIRPORT
SHARED TENANT SERVICE TERMS OF USE



* **Definitions**

- A. Agreement – consists of Tenant’s Application for Service and Telephone Equipment Request, the Airport STS Terms of Use and Schedule of Fees, in effect from time to time.
- B. Airport –Austin-Bergstrom International Airport, a municipal airport owned, operated, and located in the City of Austin, Texas.
- C. City – The City of Austin, Texas, a home-rule municipal corporation, acting by and through its Department of Aviation.
- D. Contract Administrator - The Airport Information Systems Division Manager, Austin-Bergstrom International Airport, 3011 Employee Avenue, Bldg. 1101, Austin, Texas 78719, telephone (512) 530-6336.
- E. Shared Tenant Services or STS - The telecommunications services, to include telephone installations/maintenance, local dial tone, long distance, data lines, and telephone implements, that the City makes available to be shared by Airport tenants.
- F. Premise Distribution System or PDS - the Airport cable infrastructure composed of fiber optics and copper cable that is installed, owned, operated and managed by the City.
- G. Telephone Equipment – The telephone lines and wires, equipment, sets and accessories installed by the City in Tenant’s premises at the Airport.
- H. Tenant – A person, company or other legal entity that occupies leased premises at the Airport, and has elected to participate in STS.

- * **Tenant Obligations.** By applying for service or leasing Telephone Equipment from the City under the Airport Shared Tenant Service program, Tenant agrees to perform the duties and obligations of Tenant set forth in these Terms of Use. Under no circumstances shall Tenant make, or engage any contractor or vendor to make, any changes, modifications, or repairs to the Premises Distribution System (PDS) or the Telephone Equipment. A Tenant who elects not to participate in STS, and installs its own telephone system must provide all switches, instruments, and other equipment necessary to interface with the Airport telecommunications demarcation point through the Airport’s PDS. A monthly charge will be imposed on such Tenants for use of the PDS. Tenant shall be solely responsible to maintain and repair any Tenant owned or supplied telephone system, equipment, or accessories. Tenant owned equipment and accessories must be compatible with the PDS. All telecommunication services must enter the Airport at the designated point of entry. Tenant shall not enter into any agreement with a telecommunications provider that may impair the declaration of a Minimum Point of Entry (“MPOE”) for the Airport, the designation of the demarcation point, or the implementation or operation of PDS.

* **City Obligations**

- A. The City shall use commercially reasonable efforts to deliver and install the services and equipment ordered by Tenant by written service request at Tenant’s premises at the Airport, but shall not be liable for any failure or delay in providing a requested service or equipment. The City shall notify Tenant if it is unable to comply with a Tenant service request. The City will serve as Customer-of-record and contract with local exchange carriers, and other vendors as may be required for the installation and maintenance of PDS
- B. The City shall be responsible for the maintenance and repair of PDS and the Telephone Equipment. The City shall undertake the repair or replacement of damaged or defective Telephone Equipment with a reasonable time after written notice from Tenant; but shall not be liable for any delay in making repairs. Tenant shall reimburse the City the all costs or expenses to repair or replace Telephone Equipment that is damaged or destroyed as a result of Tenant abuse, misuse, or negligence.

- * **Term.** The Agreement shall be effective as of the date of Tenant’s written Application for Service and Request for Telephone Equipment is approved by the City, and subject to the termination rights of the parties in these Terms of Service, shall remain in effect for an initial term of one year, and month to month thereafter, unless otherwise specified on Tenant’s Application for Service.

* **Disclaimer, Limitation of Liability.** THE CITY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO STS, PDS, AND THE TELEPHONE EQUIPMENT, EXPRESSED OR IMPLIED, NOT EXPLICITLY STATED IN THESE TERMS OF SERVICE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS OF STS, PDS, OR THE TELEPHONE EQUIPMENT FOR ANY PURPOSE. IN NO EVENT SHALL THE CITY EVER BE LIABLE TO TENANT FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE, OPERATION, REPAIR OR MAINTENANCE OF STS, PDS, OR TELEPHONE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, CLAIMS OF TENANT'S CUSTOMERS, SUBTENANTS, AND CONTRACTORS, AND OTHER SIMILAR CLAIMS OR DAMAGES. TENANT ACKNOWLEDGES THAT THE CITY DID NOT DESIGN OR MANUFACTURE THE TELEPHONE EQUIPMENT.

* **Use and Maintenance of Telephone Equipment**

- A. Tenant is hereby granted the right to use and operate the Telephone Equipment during the term of the Agreement. Tenant shall use and operate the Telephone Equipment in a proper and careful manner in strict accordance with all applicable Federal, State and local laws, rules, and regulations, manufacturers' specifications and operating instructions, and industry standards.
- B. Tenant must account for the Telephone Equipment at the end of the term of the Agreement. If, for any reason excluding the sole negligence or willful misconduct of the City, the Telephone Equipment is lost, stolen, destroyed or damaged beyond repair, Tenant shall pay City upon demand the replacement value of the Telephone Equipment.
- C. Tenant shall not move or relocate the Telephone Equipment, or make any alterations, additions or improvements to the Telephone Equipment.
- D. All additions, replacements, or substitutions of parts, equipment, or accessories to the Telephone Equipment made by the City constitute accessions, and become part of the Telephone Equipment and subject to the terms of the Agreement.
- E. The City shall have the right to enter Tenant's premises where the Telephone Equipment is located to inspect the condition and use of Telephone Equipment at any reasonable time during the term of the Agreement.
- F. The Agreement constitutes a lease of the Telephone Equipment, and is not intended to be, nor shall be construed as, a sale of the Telephone Equipment to Tenant. City at all times retains sole ownership and title to the Telephone Equipment. Tenant shall not by virtue of the Agreement acquire any right, title, equity, or other interest in the Telephone Equipment, except the rights explicitly set forth herein.
- G. City may place and maintain on the Telephone Equipment a label or inscription that identifies City as the sole and exclusive owner of the Telephone Equipment. Tenant shall not remove, obscure, or deface such label or inscription, nor permit any other person to do so.
- H. Tenant shall not relinquish possession or control of the Telephone Equipment, nor shall Tenant sell, mortgage, pledge, encumber, create a security interest in, or permit a lien to attach to the Telephone Equipment, without the prior written consent of the City.

* **Fees and Payments**

- A. Tenant shall pay to the City the fees and charges established by the City for the use of STS from time to time. A copy of the current fee schedule is available upon request from the Contract Administrator. The fee schedule is subject to change at any time. The City shall give Tenant written notice thirty (30) days prior to the effective date of a change in STS fees. Unless otherwise expressly stated in the fee schedule, the fees are exclusive of applicable state or federal taxes, excises or fees, if any.
- B. Tenant shall pay to the City in full the City's estimated cost of construction and installation of Tenant cabling, including both inside and horizontal cabling and external or building entrance cabling, prior to commencement of the work. The City may refuse to commence service under the Agreement until such cabling construction and installation charges have been paid in full.
- C. Tenant shall pay monthly recurring charges to the City within thirty (30) days of the date of invoice, without deduction or set-off. Tenant shall deliver payment to the Department of Aviation, Attention: Accounts Receivable, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Suite 411, Austin, Texas 78719.

- D. If any payment payable by Tenant under this Agreement, is not made by Tenant within ten (10) days of when due, Tenant shall pay to City, to compensate City for the costs of processing delinquent payments, a late payment charge equal to fifty dollars (\$50.00) per invoice in addition to the delinquent payment then owing, regardless of whether or not a Notice of Default has been given by City. In addition, if such delinquent payment and late charge are not received within thirty (30) days of the original due date, Tenant shall further pay interest on such delinquent payment/remittance and late charge thereafter. Interest shall accrue on the amount outstanding at the greater of one and one-half percent (1.5%) per month or the highest non-usurious amount permitted by law per month, but in no event shall it exceed the highest non-usurious amount permitted by law. Tenant shall further pay interest and late payment charges on such delinquent payment/remittance and late charge until paid in full.
- E. If a dispute arises between City and Tenant with respect to any obligation or alleged obligation of the Tenant to pay money to the City, the Tenant shall make the payment under protest and payment shall not waive any of Tenant's rights. If any court or other body having jurisdiction determines that all or part of the protested payment was not due, then the City shall promptly reimburse the Tenant any amount determined as not due. In the event that Tenant makes a payment under protest, such payment shall be accompanied by a formal protest, in writing, setting forth the grounds on which Tenant protests such obligation or alleged obligation. Failure by Tenant to protest within fifteen (15) days from the payment due date shall be deemed a waiver by the Tenant to protest the amount in the future.
- F. The right of City to require payment of interest and the obligation of the Tenant to pay same shall be in addition to and not in lieu of the right of City to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.
- G. The failure of City to take action in the event of a delinquent payment or series of payments shall in no way waive the right of City to take action at a subsequent time. City expects all rents, fees, and charges to be paid on time and Tenant agrees to pay on time.
- H. Notwithstanding other provisions of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute default of Tenant, Airport may, in City's reasonably exercised discretion, terminate this Agreement upon written notice to Tenant if (i) there are recurring instances in which Tenant's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Tenant fails or refuses to submit the formal supporting paperwork as required herein.

* **Security Deposits.**

- A. Upon execution of this Agreement, Tenant shall deposit with City an amount determined by the City, based on ordered services, to be held by City as security for Tenant's full, faithful, and timely performance of its obligations under this Agreement (the "Security Deposit"). The Security Deposit shall be in the form of an irrevocable letter of credit. The Security Deposit shall not be considered an advance payment of rent or other fees or charges payable under this Agreement or a measure of damages in the event of default by Tenant. Security Deposits in the form of a letter of credit must be in a form, and drawn on a bank, reasonably acceptable to City, and must remain in effect throughout the term of this Agreement and for a period of sixty (60) days thereafter. If a letter of credit expires in accordance with its terms prior to such time, Tenant must provide a replacement letter of credit to City at least thirty (30) days before its expiration date.
- B. As the rent, and other fees and charges payable by Tenant under this Agreement change during the term of this Agreement, City shall periodically review the adequacy of the Security Deposit, and may, by written notice to Tenant, reasonably adjust the amount of the Security Deposit to an amount equal to three times Tenant's average monthly amount of rentals and other fees and charges payable under this Agreement during the immediately preceding twelve-month period. The notice shall include a calculation of the revised Security Deposit. Within thirty (30) days of receipt of the notice from City, Tenant shall adjust the Security Deposit with a supplemental letter of credit as required by this Agreement.
- C. City shall have the right, but not the obligation, to apply all or any part of the Security Deposit to cure any default of Tenant under this Agreement, including, but not limited to: (a) any arrearages of any amounts payable by Tenant under this Agreement or any agreement entered into by Tenant and City, (b) the cost to repair or restore any damage caused by Tenant to the premises or City property or equipment, or (c) any other amounts due from Tenant under this Agreement. In such event, no later than ten (10) business days after

written notice from City of the nature and amount of the application, Tenant must either replace the letter of credit or provide a supplemental letter of credit to ensure the full amount of the required Security Deposit is provided to City.

D. City shall return the Security Deposit to Tenant less any amounts applied by City in accordance with this Agreement no later than sixty (60) days after the later of the expiration or termination date of this Agreement, or the date that Tenant terminated services.

* **Credit for Outages, Exclusive Remedy.** The City agrees to use reasonable commercial efforts to operate, manage, and maintain PDS, but does not represent or warrant that PDS will be free from service interruptions. In the event of an interruption in Tenant's service exceeding twenty-four consecutive hours caused by a failure or defect in PDS, excluding interruptions due to the negligence or other fault of Tenant, Tenant, as Tenant's exclusive remedy for such interruption, shall be entitled to a one-day credit against Tenant's monthly recurring charges for use of STS for each consecutive twenty-four hour period that PDS is inoperative.

* **Default by Tenant**

A. Tenant shall be in default under the Agreement upon the occurrence of any one or more of the following events, and the failure by Tenant to cure such event within the specified period of time:

- (1) Tenant fails to pay any fee, rent, or charge under the Agreement when due, and such default is not cured within ten (10) days after written demand;
- (2) Tenant files a voluntary petition in bankruptcy by Tenant, or involuntary proceedings in bankruptcy are instituted against Tenant, and such bankruptcy case is not dismissed within sixty (60) days after filing; a court shall take jurisdiction of Tenant and its assets pursuant to proceedings brought under the provision of any Federal or State reorganization act; a receiver is appointed for Tenant's assets; or any material assignment is made by Tenant for the benefit of its creditors;
- (3) Tenant's Airport lease, sublease, concession, or operating permit, as applicable, expires or is terminated;
- (4) Tenant uses STS or the Telephone Equipment in an unlawful manner or for unlawful purposes; or
- (5) Tenant fails to perform and observe each of its material covenants or obligations under the Agreement and fails to remedy such default within thirty (30) days after written notice from the City.

B. In the event of a default by Tenant, in addition to any other right or remedy available under the Agreement or at law or in equity, the City may:

- (1) Terminate the Agreement upon written notice to Tenant. Termination shall not relieve Tenant of liability incurred prior to such termination;
- (2) Initiate default proceedings against Tenant under any Airport lease, concession, or operating permit between the City and Tenant; a default under the Agreement being an event of default under such other lease, concession, or operating permit;
- (3) Suspend service under the Agreement to Tenant immediately and without further notice;
- (4) Repossess the Telephone Equipment, in whole or in part, without legal process, free of all rights of Tenant in and to the property. Tenant expressly authorizes City, or its agents or employees, to enter any premises owned, leased, or controlled by Tenant where the Telephone Equipment is located, for the purpose of repossessing and removing the same. Tenant waives any claims or causes of action against City arising out of such entry and repossession, including but not limited to, claims for trespass. The repossession of one item of Telephone Equipment shall not constitute a termination of the Agreement as to any other items of Telephone Equipment, unless City expressly so notifies Tenant in writing; and
- (5) Recover from Tenant all damages incurred by the City as a result of Tenant's default, including, without limitation, all reasonable expenses of repossession and enforcement of City's rights and remedies under the Agreement, including, but not limited to, attorneys' fees and court costs.

- * **Default by City.** The City shall be in default under the Agreement if the City fails to substantially perform its material obligations hereunder, and such failure is not cured within thirty (30) days after written notice from Tenant. If Tenant is not in default under the Agreement, in addition to any other rights or remedies available at law or in equity, Tenant may terminate the Agreement for cause upon ten (10) day's prior written notice to the City.
- * **Surrender of Possession.** Tenant shall yield and deliver to City the possession of the Telephone Equipment on the termination of the Agreement, by expiration, or otherwise, or of any renewal, or extension hereof, in good working order. The City may elect to leave certain telephone wires and lines in place in Tenant's premises, but Tenant may not connect other telephones or equipment to, or use such wires or lines after termination or expiration.
- * **Tenant Change Requests.** Tenant shall not make any changes or modifications to the Telephone Equipment or in its participation in STS. Tenant shall pay the City for all costs associated in making any approved changes or modifications made for the benefit of Tenant. All requests for changes, modifications, or repairs will be made in writing to the Contract Administrator.
- * **Indemnity.** TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER (COLLECTIVELY, "**CLAIMS**") RESULTING FROM OR CONCERNING THE AGREEMENT OR STS, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, OUT OF (A) ANY BREACH OF THE AGREEMENT BY TENANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY FALSE REPRESENTATION OR WARRANTY MADE BY TENANT, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, HEREUNDER OR IN APPLYING FOR SERVICE, (C) INTERRUPTIONS IN SERVICE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, (D) DEFECTS IN THE DESIGN, MANUFACTURE OR INSTALLATION OF STS OR THE TELEPHONE EQUIPMENT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND (E) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF TENANT, OR ITS AGENTS, EMPLOYEES OR CONTRACTORS.
- * **Sponsor Assurances.** The Agreement is subject to the provisions of any agreement heretofore made between the City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended. Nothing herein is intended or shall be construed as a grant of an exclusive right.
- * **Compliance with Laws, Rules and Regulations.** Tenant shall comply with all laws, statutes, rules, and regulations applicable to Tenant's use of STS, PDS, and the Telephone Equipment. The City may adopt and enforce reasonable rules and regulations, which Tenant agrees to observe and obey, with respect to the operation, maintenance and use of STS, PDS, and Telephone Equipment; provided that such rules and regulations are consistent with applicable law.
- * **Change in Terms of Use.** The City may modify these Terms of Use at any time, but shall give Tenant thirty (30) days written notice prior to the effective date of any change. Continued use of STS or Telephone Equipment by Tenant after the effective date of a change in Terms of Use shall constitute acceptance by Tenant of the modified Terms of Use.
- * **Force Majeure.** The failure of the City to perform its obligations hereunder shall be excused if such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the City's control, and includes, without limitation: Acts of God; strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, acts of domestic or foreign terrorism, wars, riots or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to equipment or machinery. The City shall notify Tenant in the event of an occurrence of Force Majeure, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require the City to settle a strike or other labor dispute against its will.

- * **Notices.** Whenever any notice is required by the Agreement to be made, given or transmitted to the parties hereto, such notice shall be sent by personal delivery, commercial delivery service, or certified mail. Notices to the City shall be addressed to Director of Aviation, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Suite 411 Austin, Texas 78719, with a copy to the City Contract Administrator. Notices to Tenant shall be addressed to the person and address specified on Tenant's Application for Service and Request for Telephone Equipment. Notices shall be effective upon the earlier of receipt or three business days after the date the notice is postmarked or received by the delivery service. A party may, by giving written notice to the other, change the address at which its notices are to be received.

- * **Miscellaneous**
 - A. **Assignment, Successors and Assigns.** Tenant shall not sell, convey, transfer, pledge, or assign the Agreement in whole or in part, or any rights created hereby, without the prior written consent of the City. Any attempted sale, conveyance, transfer, pledge or assignment of the Agreement, or any rights of Tenant hereunder, without the consent of the City shall be null and void, and shall be a material breach of the Agreement. Subject to the foregoing provisions, the Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of parties hereto.
 - B. **Severability.** The invalidity or unenforceability of any provision of the Agreement shall not affect validity or enforceability of any other provision of the Agreement, and the remainder shall be construed and enforced as if the invalid or unenforceable provision were never included in the Agreement. The parties agree to reform the Agreement to replace any such provision with a valid provision that comes as close as possible to the intent of the invalid or unenforceable provision.
 - C. **Liability of Agents and Employees.** No official, officer, agent, or employee of the City shall be charged personally or held contractually liable by or to the other party under the terms or provisions of the Agreement or because of any breach thereof or because of its or their execution or attempted execution.
 - D. **Headings.** The articles, sections, subsections and headings contained in the Agreement are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of the Agreement.
 - E. **Jurisdiction and Venue.** The Agreement is governed by the laws of Texas without regard to conflicts of laws principles. Any disputes relating to the Agreement must be resolved in accordance with the laws of Texas. Venue of any action brought concerning the Agreement shall be proper and lie exclusively in Travis County, Texas.
 - F. **Non-Waiver of Rights.** No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept and observed by the other party.
 - G. **Entire Agreement.** The Agreement, together with its exhibits and attachments, contains the entire understanding and agreement between the parties hereto with respect to the terms of Tenant's usage of STS and Telephone Equipment. Although the Agreement may have been substantially drafted by one party, it is the intent of the both parties that all provisions be construed in a manner that is fair to both parties; interpreting no provision more strictly against one party than the other. It is further understood and agreed by Tenant that the City and its agents have made no representations or promises with respect to the Agreement, except as expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Tenant against the City, and the City shall not be liable by reason of the breach of any representations or promises not expressly stated in the Agreement. The City and Tenant are the only parties to the Agreement and as such are the only parties to enforce its terms. Nothing in the Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.



**Austin-Bergstrom International Airport
 Tenant Telecom Services/Equipment Request
 For SHARED TENANT SERVICES (STS)**

CONTACT INFORMATION	
Tenant:	
Tenant Contact Name:	
Contact Phone:	
Contact Email:	
Local Address:	
REQUEST DETAIL	Type of Request: CHOOSE TYPE OF REQUEST
Location(s) Building Name/#	
Room Number(s):	
Location Building/Room #:	
Attached Floorplan:	
Activation/Deactivation Date:	
Are the requested services in an area within your lease agreement:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
If No, are the requested services within an area currently under a sub-lease to another Tenant?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
If under a sub-lease, who is the tenant's Landlord:	
If requesting deactivation of services, please provide the following information * :	
Extension(s):	Type of phone(s):
* Telephone equipment not returned at the time of deactivation will be billed to the customer.	



Austin-Bergstrom International Airport
 Tenant Telecom Services - Moves, Additions, & Changes
Price List



Item	Description	Monthly Price	Installation Price
Stations (Full Service)			
1.	Analog Fax or Modem Port	\$12.71	\$80.00
2.	Analog Single Line Telephone	\$13.31	\$80.00
3.	Digital Set w/display, 16 buttons (D-term)	\$16.04	\$80.00
4.	Digital Set w/display, 32 button	\$17.44	\$80.00
5.	Cordless D-term	\$17.71	\$80.00
6.	Voice Point Conference Room Telephone	\$18.54	\$80.00
ABIA Provided Dedicated Services			
7.	Dedicated Line – 1FB non-switched (TW-9000s)	\$15.04	\$80.00
Special Circuits/Switched Network Services			
8.	Analog Business Line/Trunk or 2 wire circuit	\$16.47	\$80.00
9.	4 Wire Circuit (Frame Relay, ISDN, BRI)	\$30.47	\$80.00
10.	Digital T-1 Circuit (DS-1) / Ethernet Circuit	\$33.19	\$207.00
Horizontal / Inside Cabling			
11.	Single CAT6 (less than 150')	N/A	\$350.00
12.	Dual CAT6 (less than 150')	N/A	\$500.00
13.	Quad CAT6 (less than 150')	N/A	\$750.00
14.	Single CAT6 (150' or greater)	N/A	\$450.00
15.	Dual CAT6 (150' or greater)	N/A	\$700.00
16.	Quad CAT6 (150' or greater)	N/A	\$1,10.00
Fiber SM/MM			
17.	Fiber SM/MM per strand	\$80.00	\$80.00
Labor Rates			
18.	Minimum Billing (1hr normal business hours)	N/A	\$90.00
19.	Overtime (per hour other than normal business hours)	N/A	\$120.00
20.	Cabling Technician (1hr normal business hours)	N/A	\$36.50
21.	Cabling Technician- Overtime	N/A	\$42.50
Programming Charges			
22.	Software changes -- name displays, forwards, voicemail during normal business hours, (per hour)	N/A	\$25.00
23.	Voicemail tree (per hour, normal business hours)	N/A	\$151.00
Supplies			Purchase Price
24.	Headset	N/A	\$75.00
25.	Replacement Telephone Clip	N/A	\$5.00
26.	Replacement 2-Line Splitter	N/A	\$5.00
27.	Replacement Single Line Phone	N/A	\$36.00
28.	Replacement D-term 16 Button Digital Phone	N/A	\$214.00
29.	Replacement D-term 32 Button Digital Phone	N/A	\$303.00
30.	Replacement Cordless D-term 16 Button Digital Phone	N/A	\$536.00
Telecommunication Room Space Rates			
31.	Quarter Rack Space (10RU Minimum)	\$100.00	N/A
32.	Wall Space (10RU Equivalent Minimum)	\$100.00	N/A
33.	FIDS services per monitor/month	\$75.00	0.00
Domestic Long Distance Rates			
Intercontinental U.S.A.			
International Long Distance Rates			
Vary according to country- available upon request			
External / Building Entrance Cable Charges			
Quote will be provided		N/A	0.00

Listed below are ISPs that currently have facilities at ABIA. Other ISPs may also be able to provide service.

Century Link (Level 3 Communications, LLC.)
Spectrum Communications
AT&T

The Austin-Bergstrom International Airport Tenant identified below hereby applies for Shared Tenant Services and requests the City of Austin Department of Aviation to provide and install the Telephone Equipment designed herein. In completing this application, the Tenant agrees to comply with the City of Austin, Department of Aviation, Shared Tenant Services Terms of Use in effect from time to time, including without limitation, to pay to the City for service and Telephone Equipment provided to Tenant, in accordance with the City's Shared Tenant Service Fee Schedule. The person(s) signing this Application on behalf of Tenant, warrants that he or she has been duly authorized and empowered to order services and to bind the Tenant, and that the information herein is true and correct.

Submitted By Authorized Representative	
❖ All services delivered to communications minimum point of entry and only upon receipt of an authorized signature.	
❖ An authorized signature is from a representative with the authority to add billable items to an account as well as authorize payment of such items.	
Name (Primary):	
Signature:	
Title:	
Phone:	
Email:	
Date:	
<hr/>	
Name (Secondary):	
Signature:	
Title:	
Phone:	
Email:	
Date:	

RETURN THIS FORM TO:
Airport Commercial Management Email:
AUS.CommercialManagement@FlyAustin.com



**Austin-Bergstrom International Airport
Tenant Telecom Services
Information Systems Division**



Long Distance Carrier / Designation

For long distance calls, you must designate a carrier:

Option 1: ABIA can provide long distance service through the Airport's contracted provider. A monthly invoice will be provided including recurring phone charges and a call detail for long distance calls.

Option 2: If you choose an alternative long distance carrier, you are responsible for notifying your carrier of your assigned extensions. Please provide the carrier name and the Primary Interexchange Carrier (P.I.C.) Code, if choosing this option:

Long Distance Carrier: _____

P.I.C. Code: _____

If you have not designated an alternative carrier above with the requested information, you will be assigned the Airport's contracted provider*.

Tenant Company Name: _____

Tenant Authorized Signature: _____ Date: _____

*Tenant acknowledges that the City is not a long distance telephone service provider. In no event shall the City be liable for any act or omission by the Airport's contracted carrier, any interruptions of long distance service, or any failure of the contracted carrier to comply with its tariff or long distance service obligations to Tenant.



Austin-Bergstrom International Airport
 City of Austin – Department of Aviation
 Finance Division – Accounts Receivable
Telephone Services Client Data Sheet

Company Name _____

Physical Address _____ City _____ State ____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

E-Mail Address _____

Type of Business _____

Disadvantaged Business Enterprise? Yes _____ No _____

Federal Tax ID # _____

Tax Exempt? Yes _____ No _____ If tax exempt, you must provide certificate of exemption.

P.I.C. Code: _____

Contact Information

Contact Person _____ **Title** _____

Phone: () - Fax: () -

E-Mail Address _____

Contact Authorizing Payments _____ **Title** _____

Phone: () - Fax: () -

E-Mail Address _____

Telecom–A/P Contact _____ **Title** _____

Phone: () - Fax: () -

E-Mail Address _____

MONTHLY BILLS WILL BE INVOICED ON THE 20TH OF THE FOLLOWING MONTH. FINANCE CHARGES WILL BE ASSESSED IN THE AMOUNT OF 1.5% PER MONTH FOR BILLS GREATER THAN 30 DAYS OLD.

NOTE:

- *Service may be discontinued for non-payment of bills.*
- *Termination of services requires a request form to deactivate existing services. Customer is liable for all charges incurred if no such form is submitted.*



Austin-Bergstrom International Airport
Tenant Telecom Services/Equipment Request
For SHARED TENANT SERVICES (STS)

CONTACT INFORMATION	
Tenant:	
Tenant Contact Name:	
Contact Phone:	
Contact Email:	
Local Address:	
REQUEST DETAIL	Type of Request: CHOOSE TYPE OF REQUEST
Location(s) Building Name/#	
Room Number(s):	
Location Building/Room #:	
Attached Floorplan:	
Activation/Deactivation Date:	
Are the requested services in an area within your lease agreement:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
If No, are the requested services within an area currently under a sub-lease to another Tenant?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
If under a sub-lease, who is the tenant's Landlord:	
If requesting deactivation of services, please provide the following information * :	
Extension(s):	Type of phone(s):
* Telephone equipment not returned at the time of deactivation will be billed to the customer.	



Austin-Bergstrom International Airport
 Tenant Telecom Services - Moves, Additions, & Changes
Price List



Item	Description	Monthly Price	Installation Price
Stations (Full Service)			
1.	Analog Fax or Modem Port	\$12.71	\$80.00
2.	Analog Single Line Telephone	\$13.31	\$80.00
3.	Digital Set w/display, 16 buttons (D-term)	\$16.04	\$80.00
4.	Digital Set w/display, 32 button	\$17.44	\$80.00
5.	Cordless D-term	\$17.71	\$80.00
6.	Voice Point Conference Room Telephone	\$18.54	\$80.00
ABIA Provided Dedicated Services			
7.	Dedicated Line – 1FB non-switched (TW-9000s)	\$15.04	\$80.00
Special Circuits/Switched Network Services			
8.	Analog Business Line/Trunk or 2 wire circuit	\$16.47	\$80.00
9.	4 Wire Circuit (Frame Relay, ISDN, BRI)	\$30.47	\$80.00
10.	Digital T-1 Circuit (DS-1) / Ethernet Circuit	\$33.19	\$207.00
Horizontal / Inside Cabling			
11.	Single CAT6 (less than 150')	N/A	\$350.00
12.	Dual CAT6 (less than 150')	N/A	\$500.00
13.	Quad CAT6 (less than 150')	N/A	\$750.00
14.	Single CAT6 (150' or greater)	N/A	\$450.00
15.	Dual CAT6 (150' or greater)	N/A	\$700.00
16.	Quad CAT6 (150' or greater)	N/A	\$1,10.00
Fiber SM/MM			
17.	Fiber SM/MM per strand	\$80.00	\$80.00
Labor Rates			
18.	Minimum Billing (1hr normal business hours)	N/A	\$90.00
19.	Overtime (per hour other than normal business hours)	N/A	\$120.00
20.	Cabling Technician (1hr normal business hours)	N/A	\$36.50
21.	Cabling Technician- Overtime	N/A	\$42.50
Programming Charges			
22.	Software changes -- name displays, forwards, voicemail during normal business hours, (per hour)	N/A	\$25.00
23.	Voicemail tree (per hour, normal business hours)	N/A	\$151.00
Supplies			Purchase Price
24.	Headset	N/A	\$75.00
25.	Replacement Telephone Clip	N/A	\$5.00
26.	Replacement 2-Line Splitter	N/A	\$5.00
27.	Replacement Single Line Phone	N/A	\$36.00
28.	Replacement D-term 16 Button Digital Phone	N/A	\$214.00
29.	Replacement D-term 32 Button Digital Phone	N/A	\$303.00
30.	Replacement Cordless D-term 16 Button Digital Phone	N/A	\$536.00
Telecommunication Room Space Rates			
31.	Quarter Rack Space (10RU Minimum)	\$100.00	N/A
32.	Wall Space (10RU Equivalent Minimum)	\$100.00	N/A
33.	FIDS services per monitor/month	\$75.00	0.00
Domestic Long Distance Rates			
Intercontinental U.S.A.			
International Long Distance Rates			
Vary according to country- available upon request			
External / Building Entrance Cable Charges			
Quote will be provided		N/A	0.00

Listed below are ISPs that currently have facilities at AUS. Other ISPs may also be able to provide service.

Century Link (Level 3 Communications, LLC.)
Spectrum Communications
AT&T

The Austin-Bergstrom International Airport Tenant identified below hereby applies for Shared Tenant Services and requests the City of Austin Department of Aviation to provide and install the Telephone Equipment designed herein. In completing this application, the Tenant agrees to comply with the City of Austin, Department of Aviation, Shared Tenant Services Terms of Use in effect from time to time, including without limitation, to pay to the City for service and Telephone Equipment provided to Tenant, in accordance with the City's Shared Tenant Service Fee Schedule. The person(s) signing this Application on behalf of Tenant, warrants that he or she has been duly authorized and empowered to order services and to bind the Tenant, and that the information herein is true and correct.

Submitted By Authorized Representative	
❖ All services delivered to communications minimum point of entry and only upon receipt of an authorized signature.	
❖ An authorized signature is from a representative with the authority to add billable items to an account as well as authorize payment of such items.	
Name (Primary):	
Signature:	
Title:	
Phone:	
Email:	
Date:	
<hr/>	
Name (Secondary):	
Signature:	
Title:	
Phone:	
Email:	
Date:	

RETURN THIS FORM TO:
Airport Property Management
Email:
AUS.CommercialManagement@FlyAustin.com