

**BEALLS COMMUNICATIONS GROUP  
INMATE TELEPHONE SERVICE AGREEMENT**

This Inmate Telephone Service Agreement ("Agreement") is made by and between **Bealls Communication Group, LLC** ("the Company"), and **Harris County Sheriff Dept Hamilton, Georgia 31811**.

**I. Term of Contract** – This Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment ("the Commencement Date"). This Agreement shall remain in force and effective for 5 years from the Commencement Date. Unless canceled by written notice delivered to either party at least one hundred days prior to the termination of the initial term or any renewal term of this Agreement shall automatically renew at the end of each term of Five year renewal upon the same terms and conditions as set forth herein.

**II. Material** – This Agreement applies to the provision of space by the Facility Administrator provides the Company. The term "Material" is defined herein as the Company's inmate telephone set and enclosure (if any), including but not limited to associated wiring, inmate operating equipment/systems, and site preparation with an addition of (1) payphone in visitation area. Where Material of Company is installed upon the premises owned, leased or otherwise under the supervision of Facility Administrator, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate Material, which is subjected to recurring vandalism or insufficient usage to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Facility Administrator in writing of its intention to remove or relocate at least thirty (30) days prior to such action. Upon removal of material by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars or floors or other conditions on the premises, which resulted from the proper installation of Material described herein.

**III. Alteration and Attachments** – Facility Administrator may not make alterations or place any attachments to Material provided by the Company under this Agreement unless agreed in writing by the Company.

**IV. Remuneration** – The Company will install, operate and maintain Material at no charge to Facility Administrator except as stated below. The Company will pay Facility Administrator, for space provided and in consideration for granting Company exclusive rights for the installation and operation of

The Company will provide Facility Administrator with remuneration on a monthly to be paid by the 15<sup>th</sup> of the month following the end of the billing cycle. Such remuneration and compensation will be sent to the address designated by Facility Administrator.

Facility Administrator agrees that all charges and remuneration policies are subject to change, including any changes that maybe required by the applicable Public Service Commission or any charge or remuneration policy differ from that allowed by any regulation or tariff of the applicable Public Service Commission or other such body whether such regulation or tariff's is currently in existence or is hereafter made known.

During the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding Material and inmate telephone station locations provided by, including but not limited to revenue and remuneration paid to the Facility Administrator, and shall not disclose such information to any party other than Facility Administrator.

The Company may provide at the request of the Facility Administrator a public defender line for inmates to make local calls to the public defender telephone number(s) at no charge to the inmate.

**V. Facility Agrees To:**

- a. Not allow any other provider to install, operate, maintain or co-locate any inmate telephone or inmate system, during the original term or any renewal periods of the Agreement, at Facilities covered under this Agreement.
- b. Advise the Company of any Facility that has been closed.
- c. To the extent permissible by law, use the Company as its exclusive agent in all matters relating to inmate telephone service.
- d. Reasonably protect the Material against willful abuse and report any damage, service failure or hazardous conditions to the Company.
- e. Provide necessary power and power source, and to provide suitable space, accessible to inmates for inmate telephone service, and further represents that it is authorized to provide said space.
- f. Permit the Company to display signs furnished by the Company upon mutual consent; and not to affix or allow being affixed any other signs, equipment or information to the Material.
- g. Permit access to its respective facilities without charge or prejudice to Company employees or representatives, inmate telephone users, patrons or consignees.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by Company.

**VI. The domestic law the State of Georgia shall govern choice Of Law** – the construction, interpretation and performance of this Agreement and all transactions under it.

**VII. Notices** – Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by either party shall be given or made by mail, postage prepaid, addressed to the respective party as follows:

**To Company:**  
Bealls Communication Group  
1509 Hickory Ave  
Panama City, Fl 32405

**To Facility:**  
Harris County Sheriff Dept  
P.O. Box 286  
Hamilton, Ga 31811

- VIII. Entire Agreement** – This Agreement constitutes the entire Agreement between Facility Administrator and the Company and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Facility Administrator hereunder shall incorporate the typed, Stamped or written provisions or data found thereon and in subordinate so long as they typed, stamped or written provision or data merely supplement but do not vary the provisions of this Agreement. The Facility Administrator represents and warrants that it has the absolute legal authority to make decisions concerning the provisions of space for telephones placed by the Company at the locations covered by the Agreement.
- IX. Relocation/Removal** – Material shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility Administrator at the location in which it is installed. At the agreement of both parties, the Company may relocate installed Material.
- X. Title** – Title to Material shall be and remain in the Company.
- XI. Risk of Loss** – The Company and its insurers, if any, shall relieve Facility Administrator of all risk of loss or damage to the Material during the periods of transportation and installation of the Material. However, Facility Administrator shall be responsible for loss or damage to Material located on the premise caused by fault or negligence of Facility Administrator or employees.
- XII. Default** – In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to either party by the then in addition to all other rights and remedies of law or equity or otherwise, including recovering or attorney fees and court cost, the nonbreaching party shall have a right to cancel this Agreement without charge or liability.
- XIII. Assignment** – This Agreement may be transferred or assigned, in whole or in part, by the Company to any parent, successor, subsidiary, or affiliated company of the Company.
- XIV. Liability** – Facility Administrator acknowledges that it is an independent contractor and this Agreement shall not be construed as a contract of agency or employment. Facility Administrator shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Facility Administrator's employees including contribution from such persons, when required by law. The Company shall not be held liable for interruption of telephone service from any cause unless caused by company's negligence. The Company's liability for payment of remuneration in the event of known technical, computer or other difficulties resulting in the loss or unavailability of data necessary for calculation of remuneration's shall be limited as follows: to an amount equal to the pro rata average daily remuneration for each day such data was lost or unavailable, in no event payable for less than 24-hour period, as calculated based on the previous twelve months' remuneration, or if that data is unavailable, based on the Company's reasonable estimate of the pro rata average daily remuneration lost. In no event shall either party make any claim for consequential, special, reliance, punitive or indirect damages.
- XV. Supersede** – This Agreement supersedes any existing Agreement between Facility Administrator and the Company.
- XVI. Severability** – If any of the provisions of this Agreement shall invalid or unenforceable under the laws of the jurisdiction applicable to the entire Agreement, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the

rights and obligations of Company and Facility Administrator shall be construed and enforced accordingly.

**XVII. Tax Identification Code** – The Facility Administrator represents and warrants that its correct Tax Identification Code is:

**XVIII. ADA** – The Company will install Material in accordance with the Americans with Disabilities compliance with all laws, rules and regulations, federal, state and local requirements, including but not limited to, handicapped requirements. If at the request of Facility Administrator, Company makes alterations, makes devises, or in any other ways provides for compliance shall be reimbursed by Facility Administrator or deducted from remuneration, otherwise payable under this Agreement, at Company's option.

**Rates for Georgia are mandated per Facility Administrator in accordance with the GPSC.**

If witness whereof, the parties hereto have executed this Agreement by there duly authorized representatives on the dates set forth below:

**Bealls Communication Group:**

*W. Moody*  
(Signature)  
Vicky Moody  
(Printed Name)  
Gm  
(Title)  
9-6-2012  
(Date)

**Harris County Sheriff Department:**

*Mike Jolley*  
(Signature)  
Mike Jolley  
(Printed Name)  
Sheriff  
(Title)  
9-6-2012  
(Date)