



November 17, 2009

Island Sunrise Owners
427 East Beach Blvd.
Gulf Shores, AL 36542

Dear Island Sunrise Owner,

This letter is intended to map out the guidelines for the switch to Harbor Communications Residential Phone Service. We hope this will answer all questions regarding the service as well as inform you of the benefit to your property. We need to have paperwork filled out and returned in a timely fashion to ensure that the switch will go smoothly and effortlessly. Please return this paperwork by December 1, 2009 to ensure a complete transition.

Certain Paperwork will need to be filled out depending on your personal choice of service.

If you have any questions regarding this paperwork please call Jennifer Davis at 251-923-2219. Our Goal is to make this process easy for everyone.

1. If you are an **existing Harbor Communications customer** you will need to fill out the Residential Service Agreement There will be no physical change to your existing service..... **(See Attachment 1)**
2. If you are an **existing CenturyTel or Smart Resort customer and wish to keep your old number** you will need to fill out the Letter of Authorization (LOA), which gives us permission to switch your service from CenturyTel or Smart Resort to Harbor. **We also need a Copy of your most recent Centurytel or Smart Resort Bill.** A physical change is required by Harbor, no coordination is necessary **(See Attachments 1 & 2)**
3. If you are an **existing CenturyTel customer and do not want to keep your number** and want a new number. **You will be required to cancel your service** to stop billing. A physical change is required by Harbor and a new number will be assigned. You must fill out a Residential Service Agreement..... **(See Attachment 1)**
4. If you **do not currently have service with anyone** you will need to fill out the Residential Service Agreement..... **(See Attachment 1)** contact Harbor Communications and ask for your predefined number at 251-662-1532.
5. Please initial and date page 1 and 2 of the terms and conditions.

This paperwork can be returned to me via email or mail. **Incomplete paperwork will not be processed.** Please send to either condo_orders@harborcom.com or Harbor Communications, 1509 Government St. Suite 300 Mobile, AL 36604. attn. Jennifer Davis.

Very Truly Yours,
Harbor Communications LLC.

By, _____
Title, _____

Attachment 1

SOP-022-00-2002



Residential Service Agreement- Alabama Customers

Harbor Customer Care: 251-662-1532 or 866-832-7267

ACCOUNT INFORMATION

Customer Name: _____
 Social Security #: _____
 Email: _____

Contact Number: _____
 Condominium Name: Island Sunrise
 Unit Number: _____

Billing Address: Island Sunrise, 427 East Beach Blvd
 City: Gulf Shores
 State: AL Zip: 36542

Condominium (Service) Address: Island Sunrise, 427 East Beach Blvd
 City: Gulf Shores
 State: AL Zip: 36542

Contact Person(s) Authorized to Make Changes to Account:
 Name: _____

Name: _____

LOCAL SERVICE

Telephone Number: _____

Current Local Service Provider: _____

Subscribing to:

- Condo/Residential Line Service - \$12.00 per line/month**

Includes: One Line with Unlimited Local Calling
 Call Waiting
 Caller ID Number Delivery
 Long Distance Block or
 Personal LD Account Code

- Inside Wire Maintenance - \$3.95 per line/month**

Cost applies to each line

- Voice Mail - \$5.95/month***

Includes Call Forward No Answer/Busy Line
 and Message Waiting Indicator

(*Rate applies only to Customers with facility-based or UNE-1 service.)

Optional Services and Features:

Optional Features are available for an additional charge. Subject to availability; certain features listed may not be available in all areas. Please ask a Harbor Representative for more information.

- | | | |
|---|---|--|
| <input type="checkbox"/> Call Forward Variable | <input type="checkbox"/> Call Return (*69) | <input type="checkbox"/> Speed Calling 8 Numbers |
| <input type="checkbox"/> Call Forward Busy Line (BL) | <input type="checkbox"/> Call Return Block | <input type="checkbox"/> Speed Calling 30 Numbers |
| <input type="checkbox"/> Call Forward BL (Customer Control) | <input type="checkbox"/> Message Waiting (Audible) | <input type="checkbox"/> Star 98 Access |
| <input type="checkbox"/> Call Forward Don't Answer (DA) | <input type="checkbox"/> Message Waiting (Visible) | <input type="checkbox"/> Three Way Calling |
| <input type="checkbox"/> Call Forward DA (Customer Control) | <input type="checkbox"/> Repeat Dialing/Auto Redial | <input type="checkbox"/> Three Way Calling w/ Transfer |
| <input type="checkbox"/> Call Block | <input type="checkbox"/> Repeat Dialing/Auto Redial Block | |

LONG DISTANCE SERVICE

- Long Distance Block; or**

- Harbor Light/Condo**

In-State and Out-of-State Calls 5.5 cents per minute
 No Monthly Fee

- Personal LD Account Code**

Controlled Access to Long Distance

Please designate 4-digit code: _____

- Toll Free Service for your home**

16 cents per minute

\$1.00 Monthly Fee per Toll Free Number

New Toll Free Numbers requested?

Quantity: _____

Transfer of existing Toll Free Numbers?

Quantity: _____

Current Local Toll & Long Distance Provider: _____

Current Toll Free Service Provider (if applicable): _____

(Customer must complete a Toll Free Letter of Authorization to transfer existing toll free service)

Above rates do not include taxes, governmental fees or other assessments such as Universal Service Fund, FCC Charge for Network Access, 911 charge, etc.

Customer understands and hereby agrees to the services and rates to which they are subscribing with Harbor Communications and that these rates do not include taxes, governmental fees or other assessments such as Universal Service Fund, FCC Charge for Network Access, 911 charges, etc. Detailed rates, product and feature descriptions and terms and conditions of service, as exist or may be modified in the future by Harbor, are contained in the appropriate state and/or federal tariff and/or are posted on the Internet at www.harborcom.com if no state and/or federal tariff applies. Customer understands that these rates, terms and conditions are subject to modification and that Harbor will notify me of changes in compliance with applicable Public Service Commission rules and regulations. Additionally, rates, product and feature descriptions and terms and conditions are available upon request from Harbor.

By signing below, Customer certifies that he or she is at least 18 years of age and is authorized to make this request for telecommunications service(s). Customer understands that there is no term commitment and Customer may change to another telecommunications provider at any time. Customer understands that local service is billed in advance and that Customer's first invoice will include charges for one full month and one partial month (representing the current month) of service.

Authorized Signature

 Sales Representative Signature

Print Name
 Jennifer Davis 82
 Print Name and Kcp ID #

Date
11-17-09
 Date

Attachment 2



Authorization for Service and Letter of Agency for Change in Service Provider
(And To View Current Customer Service Records)

Customer Name: _____
If different from above, indicate customer name listed with current local provider: _____

Billing Address: _____ City: _____ State: _____ Zip: _____
Daytime Phone: _____ Evening Phone: _____

Condominium Name: Island Sunrise Unit Number: _____
Condominium (Service) Address: 427 East Beach Blvd. City: Gulf Shores State: AL Zip: 36542

Telephone Numbers to be transferred to Harbor Communications, LLC:
Number: 251- _____

Authorized Signature: _____ Printed Name: _____

Billing Acct No. with current local service provider: _____ Date: _____

Local Service: By initialing here, Customer authorizes Harbor Communications, LLC to act as agent on Customer's behalf for the purpose of transferring local service from Customer's current local exchange carrier to Harbor Communications, LLC on the telephone numbers listed above.

Local Toll Service: By initialing here, Customer authorizes Harbor Communications, LLC to act as agent on Customer's behalf for the purpose of transferring local toll service from Customer's current intraLATA interexchange carrier to Harbor Communications, LLC on the telephone numbers listed above.

Long Distance Service: By initialing here, Customer authorizes Harbor Communications, LLC to act as agent on Customer's behalf for the purpose of transferring long distance service from Customer's current interLATA interexchange carrier to Harbor Communications, LLC on the telephone numbers listed above.

Customer understands that only one presubscribed local exchange carrier, one presubscribed local toll and one presubscribed long distance carrier may be designated for any one telephone number. Customer also understands that there may be charge(s) associated with changing local and/or long distance service providers and that there may be a charge(s) to change back to the original local and/or long distance provider. Customers may consult with Harbor Communications, LLC as to whether a fee applies to the change.

Customer understands that local and/or long distance service for the above listed telephone number(s) will be transferred to Harbor Communications, LLC. and that, in some areas, Harbor Communications, LLC may be reselling the local and/or long distance services of another company. Customer authorizes Harbor Communications, LLC to act as agent on Customer's behalf for the purpose of adding/deleting lines and services with Customer's current telecommunication service providers necessary to provision the Harbor Communications services requested by Customer.

Your signature below will result in a change in your local, local toll and/or long distance service provider(s) as initialed above for the telephone number(s) listed above. Customer acknowledges by signature that they are at least 18 years of age and authorized to make these changes.

Customer also hereby appoints Harbor Communications, LLC as agent with authority to request Customer Service Records from Customer's current local service provider. CentryTel may deal directly with Harbor Communications, LLC and provide the requested local Customer Service Records associated with the telephone number(s) listed above.

Authorized Signature _____ Printed Name _____ Date _____

Terms and Conditions**Harbor Communications, LLC**

Updated May 14, 2007

This Service Agreement ("Agreement"), together with these Terms and Conditions and applicable tariff and/or price list terms and conditions, contains the entire understanding between you (the "Customer") and Harbor Communications, LLC ("Harbor" or "the Company") (collectively referred to as "the parties") with respect to its subject matter and supersedes any prior oral or written offers or proposals made by Harbor or its representatives to Customer concerning its subject matter. This Agreement is not assignable by Customer except with Harbor's express written consent, without which, any such assignment or attempted assignment shall be void. Customer's Agreement with Harbor is for the provision of Harbor provided services including, but not limited to, local services, data services, long distance and international toll calls, toll free calls, calling card calls, and any additional features or services ordered by Customer (the "Service"). **IN THE EVENT THAT YOU ARE NOT AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF YOUR BUSINESS/RESIDENCE, YOU AGREE TO BE PERSONALLY RESPONSIBLE FOR THE TERMS OF THIS AGREEMENT.** Use of the Services by Customer or any individual authorized by Customer confirms acceptance of the terms and conditions described in this Agreement.

Customer hereby agrees to assume responsibility for all charges for and adhere to all terms and conditions of the Service as provided under the Agreement as set forth in the current state/federal tariffs, price lists, pricing guides and/or as described on Harbor's web site (www.harborcom.com), if no state and/or federal tariff applies, in each case as the same exist or as may be modified from time to time. Customer shall be responsible for all long distance charges, local services and usage charges, provision of data services and private lines, as well as any federal, state or local assessments, surcharges and/or taxes, administrative and/or recovery charges for federal and/or state funding mechanisms, payphone surcharges, presubscription charges, and other charges related to the Service. Rates and call timing information, as well as additional terms and conditions that further govern the use of Harbor services, are set forth in the applicable Harbor tariffs, price lists and/or pricing guides may be obtained by contacting Harbor. Usage charges will be billed in arrears; recurring charges and non-recurring charges will be billed in advance.

Service shall commence on the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use ("Service Commencement Date"), unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, in which case the Service Commencement Date is the date of the Customer's acceptance. This Agreement shall continue from the Service Commencement Date for the term stated in the Agreement ("Initial Term"), if any, between Customer and Harbor. Upon expiration of the Initial Term, the Agreement shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms (each one (1) year term, a "Renewal Term") unless either party notifies the other of its intention to terminate the Agreement at the end of the Initial Term or Renewal Term or unless a subsequent Agreement is entered into. Notice regarding termination of service shall be in writing and provided to the other party at least thirty (30) days prior to expiration of the Initial Term or the Renewal Term, as appropriate. In the event of such notice, the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as the case may be.

Termination notices should be sent in writing at least thirty (30) days prior to desired discontinuance date by registered or certified mail, return receipt requested, to Harbor Communications, LLC at 1509 Government Street, Suite 300, Mobile, Alabama 36604; by email to cs@harborcom.com, with confirmed receipt by a Harbor representative; or by facsimile to 1-251-662-1534, with confirmed receipt by a Harbor representative. Customers subscribed to services not subject to a term agreement may also terminate service by calling 1-866-832-7267. Harbor reserves the right to reject a termination request received from any person other than the designated Customer contact(s) listed on the account.

When Customer cancels an application for service prior to the initiation of service, Customer will be required to reimburse Company for accrued charges and expenses incurred in installing or preparing to install service, including, but not limited to, waived installation charges, or in connection with any special construction which may have been required. It is Customer's responsibility to be knowledgeable regarding any and all contractual obligations with previous service provider(s) prior to initiating service with Harbor. Harbor shall not under any circumstances be liable or responsible for payment of early termination, disconnection or cancellation charges assessed by Customer's previous service provider(s) as a result of Customer's breach of contract.

Customer may be eligible for reduced rates and/or discounts by agreeing to remain subscribed to Harbor for a specific period of time ("Term Commitment") and/or by agreeing to a minimum monthly billing level ("Volume Commitment") as reflected on the Service Agreement. Fulfillment of the monthly Volume Commitment level for long distance service is based on net billing for domestic outbound direct dialed and/or domestic toll free calls, as applicable, beginning with Customer's second invoice, exclusive of operator service calls, directory assistance calls, calling card and international usage, taxes, surcharges, and other administrative or auxiliary fees ("applicable usage"). Should the minimum Volume Commitment not be met for two consecutive months, Customer agrees to either move to the appropriate product and tariffed rates conducive with their volume or pay the difference in the amount billed and the minimum for each month they fail to reach the minimum volume level for the duration of the Term Commitment reflected on the Service Agreement.

Customers with Term Commitments for long distance service who cancel prior to expiration of the Initial Term of the Agreement will be responsible, within twenty (20) days of last billing date, for payment of termination liability charges equal to either: (a) 50% of the monthly commitment multiplied by the number of remaining full months plus any incentives and discounts received and/or installation charges and third party charges waived (for customers with a specified Volume Commitment) or (b) 50% of the average applicable usage for the six (6) months immediately preceding cancellation multiplied by the number of remaining full months plus any incentives and discounts received and/or installation and third party charges waived (for customers with no specified Volume Commitment). All other services terminated prior to completion of the Initial Term of the Agreement for any reason other than a service interruption, or where the terms and conditions of the Service Agreement or Company tariffs or price lists are breached or violated, Customer will be required to pay termination liability charges equal to 50% of all recurring charges for each remaining month on the agreement plus any incentives and discounts received and/or installation and third party charges waived.

All invoices shall be payable upon receipt. Payment will be considered past due if not received twenty (20) days following the date on which the bill was issued. Late payment charges, compounded at 1.5% per month but not to exceed the maximum permitted by applicable state law, will be applied by Harbor to any amount due thirty (30) days after date of invoice. Failure to pay charges incurred will normally result in Customer's account being placed in the hands of a third party for collection. If the delinquent account is referred to an attorney and/or collection agency, Customer agrees to pay reasonable costs of collection, including reasonable attorney fees and/or collection agency fees. Additionally, Customer waives its right to claim exemption under the laws in the state of Alabama or any other state. Questions, concerns, or disputed charges should be directed to Harbor within thirty (30) days of the date of the invoice or they will be considered accepted by the customer.

* Customer Initials _____
 * Date _____

Terms and Conditions (continued)

Harbor Communications, LLC

Updated May 15, 2007

The Service may only be used for lawful and authorized purposes. By accepting this Agreement, Customer agrees not to abuse or improperly or fraudulently use the Service or permit others to do the same. Customer agrees to pay for any and all use of Services, regardless of whether such use was authorized by Customer, and agrees to indemnify Harbor from any claims that are the result of legal actions brought by any person Customer may have allowed to use the Service. Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, or code. Customer agrees to give Harbor prompt notice of abandonment, relocation or loss of or damage to Company-provided customer premise equipment. Customer will be charged the current retail sales price for lost or damaged equipment or equipment Harbor is unable to recover from Customer's site upon cancellation or termination of service.

Harbor reserves the right to promptly refuse, limit the use of, interrupt or terminate the Service without incurring liability in compliance with Harbor tariffs and/or applicable Public Service Commission rules and regulations (i) for nonpayment of any amounts due, (ii) for provision of insufficient or fraudulent billing information, (iii) for breach of these terms and conditions or violation of applicable laws, rules or regulations, including, without limitation, illegal or fraudulent use or other abuse of the Service, (iv) by reason of an order of a court or governmental authority, (v) if Harbor deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents or services, or (vi) for violation of or noncompliance with additional Harbor terms and conditions not specifically detailed herein, but which may be set forth in its tariffs, price lists, pricing guides and/or on its web site. Termination of the Service by Harbor will not relieve Customer of its obligations under these terms and conditions.

The obligation to furnish, and to continue to furnish the Service is dependent upon Harbor's ability, without unreasonable expense, to obtain, retain and maintain access to suitable facilities, agreements with service providers, and governmental authorizations. The Service may be temporarily refused or limited due to capacity limitations or to other circumstances beyond Harbor's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations or repairs.

Lost, stolen, or compromised calling cards should be promptly reported by calling 1-866-832-7267. When a lost or stolen card is reported, Harbor will disable the assigned calling card number and issue a new card. Harbor shall not be liable for any claim, loss or refund as a result of loss, theft, or fraudulent use of card codes, authorization codes or access numbers associated with any issued calling card prior to receiving notification of such loss, theft or fraudulent use. Pursuant to Regulation Z, 12 CFR .226.12(b)(5), Customer hereby agrees that, if it is an organization and Harbor issues ten (10) or more calling cards for use by its employees, Customer shall be liable for the unauthorized use of any calling card.

Under federal law, Customer has a right to restrict the use of, disclosure of, and access to, and Harbor has a duty to protect the confidentiality of, Customer's Proprietary Network Information ("CPNI"). CPNI is information that relates to the telecommunications services purchased from Harbor, including the types of services, how much Services are used, how Services are provided and related calling and billing records. CPNI does not include a Customer's name, address or telephone number(s). Harbor is currently permitted to use CPNI, without further action by Customer or by Harbor, to fulfill orders, provide service, communicate with Customer and/or offer additional services of the type already purchased by Customer. Prior to using CPNI to market or offer Customer new and/or different communications-related products and services, however, Harbor is required to provide written notice of Customer's rights and provide Customer an opportunity to deny Harbor's use of its CPNI for this purpose. Customer should indicate its approval or denial of approval regarding this matter on the front page of the Service Agreement. Customer's approval or denial of approval will not affect the provision of any services to which Customer subscribes, but Customer's approval may enhance Harbor's ability to offer products and services tailored to Customer's specific needs. Any approval or denial of approval for the use of CPNI outside the service to which Customer already subscribes is valid until Customer affirmatively revokes or limits such approval or denial. Except as required by law or as directed by Customer pursuant to affirmative written request, Harbor will not sell, trade, share or release Customer's CPNI to anyone outside of Harbor, including joint venture partners and/or independent contractors, without Customer's express authorization.

The Service is intended only for the use of Customer, its authorized agents and employees, and may not be resold without the prior written consent of Harbor. If Customer intends to resell or rebill Harbor services, Customer hereby certifies that it has all necessary state, federal, legal and regulatory authority to resell or rebill any telecommunications services to its tenants or customers. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or rebilling telecommunications services, Customer shall indemnify Harbor for any related claims by any third party against Harbor, including attorney's fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

HARBOR DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE LIABILITY OF HARBOR FOR ALL CLAIMS OF WHATEVER NATURE ARISING FROM OR RELATED TO THE PROVISION OF SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE SERVICE CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, ACCIDENT, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE PROVISION OF THE SERVICE OCCURS. IN NO EVENT SHALL HARBOR BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, LOST PROFITS, OR LOSS OF CUSTOMERS OR GOODWILL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

Any waiver of any breach of or failure to comply with any provision of this Agreement or applicable tariffs, price lists and/or pricing guides shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other provision hereof. Harbor shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of service resulting directly or indirectly, from Acts of God or any other cause beyond Harbor's reasonable control (Force Majeure). If any provision or provisions of this Agreement are determined to be invalid, unenforceable or contrary to any existing or future law, statute or ordinance of any jurisdiction, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction nor shall it affect or impair the validity or enforceability of any other valid provisions hereof. This Agreement shall be in all respects governed by and enforced in accordance with the laws of the State of Alabama. Venue for an action concerning this Agreement shall be in the County of Mobile, State of Alabama.

* Customer Initials _____
* Date _____