



Suite 101, 310 Ward Street, Nelson, BC V1L 5S4  
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**APPLICATION FOR ACCESS TO COLOCATION FACILITY**

APPLICATION # TBD

DATE OF APPLICATION: \_\_\_\_\_

**APPLICANT**

<b>Business Name</b>	_____
<b>Business Contact(s)</b>	_____
<b>Applicant Name</b>	_____
<b>Primary and Cell Phone#(s)</b>	_____
<b>Mailing Address</b>	_____
<b>Email(s) (of all support contacts)</b>	_____
<b>Fax</b>	_____
<b>Emergency and Service Provider Contact(s) with Cell Phone Numbers and Email addresses</b>	_____
	_____

**ACCESS TO CO-LOCATION FACILITY**

<b>Rack Space Requirement: (Full/Half/Number of U's)</b>	[insert # of U's required] U @ Rate = Monthly Fee paid directly to the City of Nelson
<b>Commencement Date:</b>	TBD
<b>Administrative Surcharge</b>	\$250.00
<b>Energy Charge (per KWh)</b>	Commercial C1 Rate

**DESCRIPTION OF USAGE**

*Please describe your intended purpose of the CoLocation facility for your business/organization, including service offerings*

*Note1: CoLocation customers are not permitted to sublease rack space to other businesses or organizations. ALL applications must be made directly to the City of Nelson. Refer to City Bylaw No. 3270.*

*Note2: Crypto currency mining is prohibited, due to power consumption requirements and limited resources available.*

*Note3: Please identify other power intensive applications that may affect the uptime of generator backup power, shared UPSs and other customer's ability to remain on the generator backup for an extended period of time.*


**DESCRIPTION OF DOWNTIME IMPACT**

*Please describe the downtime impact of your resources in the CoLocation facility for your business/organization, regarding generator availability.*

*Note4:*

- 1. Identify any customer or customers that need to be notified during power outage events, along with their contact information (email and cell).*
- 2. Where possible, list the customers, or categories of customers where special attention is required*
- 3. Quantify, if possible, the number of customers or sites that are serviced by your CoLo equipment*
- 4. Quantify, if known, how long your backup UPS power is expected to last.*


**MANAGEMENT REQUIREMENTS**

Please describe how your business will manage your resources at the CoLocation facility. If you intend to contract a services provider, please list the preferred provider contact information and identify the services that they will perform for your business.

Note5: The City of Nelson Information Technology personnel do not provide technical services for CoLocation customers, except in agreed upon or extraordinary circumstances. However, referrals can be provided as required, for qualified managed services providers.

Note6: The City of Nelson currently provides a shared UPS, for rack sharing partners only. City-Shared UPSs will be monitored for uptime availability in the event of a power outage and current contact information must be provided to the Shared UPS manager.

Note7: Customers are responsible for their own UPS and/or UPS monitoring/notifications

Note8: Customers are responsible for ensuring that mission critical contacts are up-to-date and notifications are tested and functioning correctly

<b>MANAGEMENT REQUIREMENTS</b>

**SECURITY REQUIREMENTS**

Please describe your security requirements. List contact information, including names and phone numbers for Authorized Personnel, who will need access to the CoLocation Facility and provide security clearance documentation (criminal record checks or employer authorization letter).

Note9:

1. The CoLocation facility provides secure access to the building and to the equipment room, by using a security card/fob.
2. Security access is restricted to named personnel on this application ("Authorized Personnel").
3. Authorized Personnel must submit a criminal record check to the City of Nelson.
4. It is not permitted for Authorized Personnel to share their security card with anyone
5. It is the responsibility of the applicant to provide and maintain security documentation, prior to issuance of security cards.
6. Security is monitored by video and security card logs.
7. Access to the CoLocation facility will be at the sole discretion of the City of Nelson.
8. It is the responsibility of the applicant to notify the City of Nelson **immediately** of changes to Authorized Personnel, to prevent further liability and security breaches to the applicant or emergency notifications.


## **Application**

1. The Applicant hereby applies to the City for access to and the supply of Co-Location services. The Applicant acknowledges and agrees that approval of this application by the City will form a contract between the Applicant and the City regarding the Service.
2. The Applicant agrees and acknowledges that all expressions used in this application are as defined in Bylaw No. 3270, 2013.

## **Provision of Service**

3. The City will provide the Service for the Customer's use in accordance with the terms and conditions of Bylaw No. 3270, 2013, as amended, revised, consolidated or replaced from time to time and the terms and conditions of the approved application.

## **Consent to Enter Premises**

4. The Applicant hereby consents to access by the City of Nelson IT personnel, in the event that CoLocation equipment has been identified as a risk to the Network, or there is a risk to the customer's equipment and hereby grants an irrevocable license to the City and its contractors to access the Premises to maintain the Equipment. The license described herein will remain irrevocable and will terminate on the date that the Equipment is removed from the facility's premises.
5. The Applicant releases the City and its contractors from any liability.

## **Liability Limitation and Indemnity**

6. The Applicant acknowledges and agrees that the City is providing the Co-Location services and that the City is not responsible for any additional services provided by a Network Operator or Internet Service Provider.
7. The Applicant (or Applicant as Customer) hereby indemnifies the City from any damages, losses, liability, charges, fines, costs and expenses of any nature which the City may incur which arise out of or in connection with the Customer's unauthorized use of, or tampering with, the Service or Equipment.

**Third-Party Authorization**

*(skip this section if third-party authorization is not required for service providers, either for emergencies or routine service)*

I/we hereby authorize \_\_\_\_\_ to act as applicant in regard to this application for the Co-location Facility.

Signature: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Applicant Authorization**

By signing below, I, the **applicant**, in his/her personal capacity and in his/her capacity as the authorized representative, agrees to be bound by the terms and conditions of this application.

Furthermore, I hereby acknowledge that the one-time administration fee and monthly co-location fee is established by Council in the City of Nelson Fees and Charges Bylaw.

All parties understand and agree that an electronic reproduction of this signed document remains as valid as the original.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Nelson Authorization**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_