

Date \_\_\_\_\_



## DIRECTV EQUIPMENT LEASE ADDENDUM

Thank you for choosing DIRECTV. By signing this Equipment Lease Addendum, you agree to abide by the following terms and conditions. You wish to lease from DIRECTV, and DIRECTV is willing to lease to you, one or more DIRECTV new or reconditioned receivers, hereinafter collectively referred to as the "equipment," necessary to access DIRECTV's services. **THIS EQUIPMENT LEASE ADDENDUM CONTAINS THE TERMS AND CONDITIONS FOR THE LEASE BY DIRECTV OF THE DIRECTV EQUIPMENT TO YOU, BUT MUST BE READ TOGETHER WITH THE DIRECTV CUSTOMER AGREEMENT (A COPY OF WHICH IS PROVIDED TO YOU WITH YOUR FIRST BILL AND IS AVAILABLE AT WWW.DIRECTV.COM) FOR ALL OF THE TERMS AND CONDITIONS REGARDING THE PROVISION OF THE SERVICES AND YOUR RIGHT TO USE THE DIRECTV EQUIPMENT. YOU UNDERSTAND AND AGREE THAT YOU HAVE NOT PURCHASED THE DIRECTV EQUIPMENT, YOU DO NOT OWN THE DIRECTV EQUIPMENT AND THE DIRECTV EQUIPMENT MUST BE USED AND RETURNED TO DIRECTV STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS EQUIPMENT LEASE ADDENDUM AND THE DIRECTV CUSTOMER AGREEMENT.**

Check here if you are a new DIRECTV customer

Check here if you are a current DIRECTV customer obtaining one or more additional DIRECTV receiver(s)

**PROGRAMMING AGREEMENT:** Within 30 days of provision of DIRECTV equipment to you, or on the date that the professional installer has installed or is prepared to install your DIRECTV equipment, whichever is sooner, you agree to activate each and every DIRECTV Receiver ordered by you or provided to you with any DIRECTV® base programming package (valued at \$29.99 per mo. or above); Jadeworld; or, any qualifying international service bundle, which bundle shall include either the DIRECTV® BASIC programming package (valued at \$9.99 per mo.) or the DIRECTV PREFERRED CHOICE™ programming package (valued at \$29.99 per mo.) together with any WorldDirect™ international-language service. DVR service activation (\$5.99/mo.) required for DVR leases; HD Access fee (\$9.99/mo.) required for HD Receiver leases; and, both DVR service and HD Access fee payment required for HD DVR leases. In certain markets, programming and pricing may vary. **DIRECTV PROGRAMMING AND PRICING SUBJECT TO CHANGE AT ANY TIME.**

**PROGRAMMING COMMITMENT.** The programming package(s) must be maintained for a period of not less than (a) twelve (12) consecutive months (for accounts with only standard receiver(s)), or (b) twenty-four (24) consecutive months (for accounts with advanced product(s)/receiver(s) digital video recorder (DVR), high definition receiver (HD) or high definition digital video recorder (HD DVR), including additional DIRECTV receiver(s)). After you have fulfilled your agreement to the required programming package(s), you are not obligated to continue your subscription to DIRECTV programming for any specific duration. Current DIRECTV customers may activate additional receivers with their existing DIRECTV programming package. **THIS PROGRAMMING COMMITMENT IS SEPARATE AND DIFFERENT FROM ANY OTHER PROGRAMMING COMMITMENT YOU MAY HAVE MADE WITH DIRECTV AND IS FULLY ENFORCEABLE UNDER THESE TERMS.**

**MONTHLY LEASE FEE.** For a new DIRECTV customer, you will be charged a monthly lease fee in the amount of \$4.99 per 2<sup>nd</sup> and each additional receiver leased by you in your household. For a current customer, you will be charged a monthly fee in the amount of \$4.99 for each receiver leased by you in your household, unless you replace all of your owned-equipment with leased equipment, in which case, the monthly lease fee will be waived for the 1<sup>st</sup> receiver. Applicable taxes will apply. **LEASE FEE SUBJECT TO CHANGE AT ANY TIME.**

**CARE OF EQUIPMENT.** You are responsible for the loss of or any damage to the DIRECTV equipment that you have leased from DIRECTV. You shall have no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter or tamper with the DIRECTV equipment at any time. **DIRECTV PROVIDES YOU THE DIRECTV EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE DIRECTV EQUIPMENT PROVIDED TO YOU. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV EQUIPMENT PROVIDED TO YOU.** In the event the DIRECTV equipment you have leased from DIRECTV does not operate, contact DIRECTV at 1-800-531-5000.

**CONSEQUENCES OF YOUR FAILURE TO ACTIVATE PROGRAMMING OR SATISFY YOUR PROGRAMMING COMMITMENT.** If you fail to activate all of your DIRECTV equipment in accordance with this Equipment Lease Addendum, you agree that DIRECTV or an authorized DIRECTV Retailer may charge you a fee, as liquidated damages, of \$150 for each receiver that is not activated. If you fail to maintain your minimum programming commitment, you agree that DIRECTV may charge you a prorated fee of up to \$150 for standard receivers and up to \$300 for advanced products/receivers (e.g., DVR, HD, HD DVR, etc.).

**RETURN OF DIRECTV EQUIPMENT.** If you disconnect/cancel/terminate service on some or all of your leased DIRECTV equipment for any reason (to replace or upgrade equipment, or to cease being a DIRECTV customer either voluntarily or involuntarily), or if you decide to disconnect/cancel/terminate your DVR service or HD Access (if you are leasing DVR and/or HD equipment), you must call DIRECTV within seven (7) days of such disconnection/cancellation/termination to obtain information from DIRECTV necessary to arrange for a ground or air freight service to pick up and deliver your disconnected DIRECTV equipment to DIRECTV. You acknowledge that the DIRECTV equipment belongs to DIRECTV and the DIRECTV equipment, including the access card inserted into each receiver, must be returned to DIRECTV in good working order, normal wear and tear excepted. You agree that DIRECTV will assess the following fees, that you are responsible for paying, in the event you fail to return leased equipment or return equipment in a damaged condition: \$55 per each DIRECTV standard receiver; \$200 for each DIRECTV DVR Receiver; \$240 for each DIRECTV HD Receiver; or \$470 for each DIRECTV HD DVR Receiver as compensation for a portion of the expenses incurred by DIRECTV in establishing your account and providing you the DIRECTV equipment for your use. You may avoid paying such fees by returning the leased equipment, in good working order, within 21 days of disconnection/cancellation/termination of applicable service (including DVR service and HD Access fee).

**CREDIT CARD PAYMENT UPON CANCELLATION.** You are required to provide and maintain a valid credit card in your name. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment, and may incur early cancellation fees, equipment non-return fees and/or non-activation fees (as specified herein). By giving us your credit card account information, you agree and authorize DIRECTV to apply payments against your credit card in accordance with applicable law, to satisfy any and all amounts due upon cancellation of your Service. You are required to maintain current and valid credit card information and agree to notify and update whenever there is a change in such information, such as a change in the card number or the expiration date. You agree and acknowledge that DIRECTV may charge a fee in the maximum amount permitted under applicable laws in the event you fail to maintain valid card information with DIRECTV.

**ARBITRATION.** You and DIRECTV agree that both parties will resolve any dispute arising under this Equipment Lease Addendum, the DIRECTV Customer Agreement or any other addendum thereto, or regarding your DIRECTV programming service, through binding arbitration as fully set forth in the DIRECTV Customer Agreement.

FIRST NAME \_\_\_\_\_ MI \_\_\_\_\_ LAST NAME \_\_\_\_\_  
 STREET ADDRESS (NO P.O. BOXES) \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

DAYTIME PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ EVENING PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

BY SIGNING BELOW, I HEREBY AUTHORIZE AND AGREE THAT DIRECTV MAY, AT ITS SOLE OPTION, CHARGE THE FEES DESCRIBED HEREIN TO THE CREDIT CARD DESIGNATED BELOW. I WARRANT THAT I AM 18 YEARS OLD OR OLDER AND THAT ALL INFORMATION SUPPLIED BY OR ABOUT ME IS ACCURATE. I HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: DO NOT WRITE IN THIS SECTION. TO BE COMPLETED BY DEALER (IN BLUE OR BLACK INK ONLY).

PLEASE CHECK BOX IF DIRECTV SYSTEM IS BEING RETURNED BY CUSTOMER.

MODEL(S)	SERIAL NUMBER(S)	ACCESS CARD NO.(S) (FILL IN ALL 12 DIGITS - INCLUDING ZEROS)

DEALER NAME \_\_\_\_\_ DIRECTV BILLING NO. \_\_\_\_\_ NAME OF SALESPERSON \_\_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_ AMEX \_\_\_\_\_ VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ DISCOVER \_\_\_\_\_ EXPIRATION DATE (MM/YYYY) \_\_\_\_\_

(IF CUSTOMER DOES NOT HAVE A VALID CREDIT CARD, PLEASE COLLECT BOTH SOCIAL SECURITY NUMBER AND DRIVER LICENSE NUMBER BELOW)

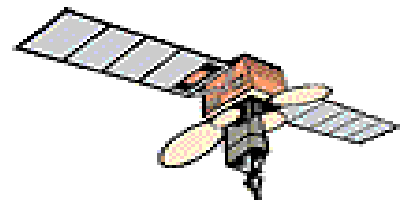
SOCIAL SECURITY NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

DRIVER LICENSE NUMBER \_\_\_\_\_ STATE \_\_\_\_\_

PENDING ACCOUNT NUMBER (IF AVAILABLE) \_\_\_\_\_

# Satellite Systems & Service, Inc.

PO Box 612546  
DFW Airport, TX 75261-2546



## DirecTV Residential Agreement Addendum

In addition to the attached document from DirecTV, additional answers are requested by the programmer that are usually answered in person at the time of setting up your new subscription account. DirecTV performs credit scoring to setup accounts and requires identity information to process. We are supplying this form to you online so that you can fill it out completely at your convenience. Please return them to me via fax at (972) 445-2110.

We are the vendor providing DirecTV signal into your residence. We maintain the system in this building. Should you have a problem or question regarding anything other than programming, please feel free to call us. Should you have any programming related inquiries, please call DirecTV at 1-(800) 347-3288 (1-800-DIRECTV). Basic Residential Labor Rate is \$75.00/ man-hour as of 1/1/2008.

Thanks for the opportunity to serve you.

Credit card billing address: \_\_\_\_\_  
Street or P.O. Box                      City                      State                      Zip Code

Credit Card Number \_\_\_\_\_ Security Code \_\_\_\_\_ Visa \_\_\_ Master \_\_\_

Charge Credit Card for Programming Y N (circle one), Hardware Installation Y N (circle one)

Approval to Charge to Credit Card For Installation Materials & Labor:

Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

How many DirecTV receivers do you need? High Definition DVR \_\_\_\_\_, High Definition \_\_\_\_\_,

Basic DVR \_\_\_\_\_, Basic Receiver \_\_\_\_\_ (please fill-in the number of each)

Target Date for Installation \_\_\_\_\_ Coordinate w/ A/V Contractor? Y N

A/V Contractor that you're working with? \_\_\_\_\_ (person) \_\_\_\_\_

Contractor Contact Info \_\_\_\_\_ (company)

Contractor Phone \_\_\_\_\_

Other Comments \_\_\_\_\_

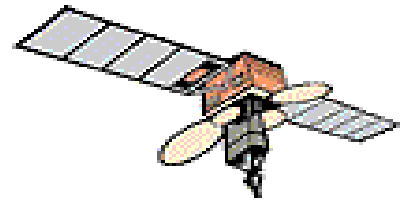
Thanks,



Mark Dixon  
VP Satellite Systems & Service, Inc.  
972.721.9916

# ***Satellite Systems & Service, Inc.***

PO Box 612546  
DFW Airport, TX 75261-2546



## ***Residential Condominium Installation & Service Rates January 1, 2008***

The following is a listing guideline of the equipment and rates usually associated with the installation of DirecTV satellite into a residential condominium unit. Prices of equipment may vary depending on stock and availability of materials to complete the installation.

### **Receivers**

**HR21** High Definition DVR (Digital Video Recorder, Dual Tuner Model) (Allows you to watch one program while recording another) Price Reduced **\$199.99**

**H21** High Definition Receiver (Single Tuner Model) Price Reduced **\$99.99**

**D12** Basic Receiver (Single Tuner) **\$69.99**

### **Equipment**

SWM Switch (Single Wire Multiswitch) Is used where there is only one or two coax cables installed between the building distribution system (electrical closet) and the customer's unit and the customer wants more tuners installed than the cable will support. Most receivers require a single coaxial cable for each tuner to operate properly. **Example:** In the case of a tenant desiring (2) HR21's, (2) H21's and (1) D12 to be installed, that would mean they need (7) coax cables. Additional cabling can be installed by an electrician or A/V company and can be very costly. The SWM is now only **\$300.** and requires a few additional parts that usually add up to less than **\$50.** This device will support full operation of up to **8** receivers on only **1** coax cable.

### **Labor Rates**

Our residential labor rates are **\$75.00** per man hour. We have a **\$25.00** trip charge for service calls to cover time and travel.

We appreciate the opportunity to serve your needs. Please let me know if you have any questions.

Thanks,  
Mark Dixon  
VP Satellite Systems & Service, Inc.  
972.721.9916