



Date _____

DIRECTV MDU EQUIPMENT LEASE ADDENDUM

Thank you for choosing DIRECTV. By signing this MDU 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. The term "equipment" does not include dish and cabling. **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 MDU EQUIPMENT LEASE ADDENDUM AND THE DIRECTV CUSTOMER AGREEMENT.**

YOU MUST CHECK ONE OF THE FOLLOWING:

- ☐ 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)

YOU MUST CHECK ONE OF THE FOLLOWING (see Programming Agreement below for an explanation of your options):

- ☐ Check here if you agree to a twelve (12) month programming agreement (required in order to receive certain DIRECTV offers)
- ☐ Check here if you agree to a month-to-month agreement **ONLY** (if you agree to this, you are not eligible for certain DIRECTV offers)
- ☐ Check here if you are receiving only a standard receiver(s) and you reside in an MDU property serviced on a bulk basis

PROGRAMMING. 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 \$12.99 per mo.) or the DIRECTV PREFERRED CHOICE™ programming package (valued at \$35.99 per mo.) together with any WorldDirect™ international-language service. DVR service activation (\$6.00/mo.) required for DVR leases; HD Service fee (\$10.00/mo.) required for HD Receiver leases; and, both DVR service and HD Service 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 AGREEMENT. The programming package(s) must be maintained for a period of not less than (a) twelve (12) consecutive months (for accounts with advanced receiver(s))(DVR), (HD) or (HD DVR)) in MDU properties serviced on a bulk basis (for accounts with only standard receiver(s) in MDU properties serviced on a bulk basis there is no programming agreement)), (b) twelve (12) consecutive months (for accounts with any type of receiver(s) including, standard and advanced receivers(s))(DVR), (HD) or (HD DVR)) in all MDU properties not serviced on a bulk basis), or (c) one (1) month (for accounts with any type of receiver(s) - **IF YOU CHECKED THE MONTH-TO-MONTH ONLY BOX ABOVE AND DID NOT RECEIVE ANY PROMOTIONAL OFFER FROM DIRECTV REQUIRING A 12 MONTH AGREEMENT**). 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 AGREEMENT IS SEPARATE AND DIFFERENT FROM ANY OTHER PROGRAMMING AGREEMENT 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 \$5.00 per 2nd 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 \$5.00 for each receiver leased by you in your household, unless you replace all of your owned equipment with leased equipment (equipment does not include dish or cabling), in which case, the monthly lease fee will be waived for the 1st 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 your MDU property dealer or DIRECTV at 1-800-531-5000.

CONSEQUENCES OF YOUR FAILURE TO ACTIVATE PROGRAMMING OR SATISFY YOUR PROGRAMMING AGREEMENT.

If you fail to activate all of your DIRECTV equipment in accordance with this MDU Equipment Lease Addendum, you agree that DIRECTV 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 agreement, you agree that DIRECTV may charge you a prorated fee of up to \$240 for standard receivers and 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 Service (if you are leasing DVR and/or HD equipment), you must call DIRECTV within three (3) days of such disconnection/cancellation/termination and obtain information from DIRECTV necessary to arrange for a ground or air freight service to pick up and deliver all of your DIRECTV equipment to DIRECTV. The term "equipment" does not include dish and cabling. 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 Service fee).

CREDIT CARD PAYMENT UPON CANCELLATION. If you take a month-to-month programming agreement (as indicated above by the box you checked), 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 MDU 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

STREET ADDRESS (NO P.O. BOXES)

DAYTIME PHONE

MI

CITY

DATE

LAST NAME

STATE

EVENING PHONE

ZIP CODE

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)

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

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

ORIGINAL – DEALER / COPY – CUSTOMER

SKU# MDUELA-0309

Page 2 of 2