

# DIRECTV MDU EQUIPMENT LEASE AGREEMENT



- Check here if you are a new DIRECTV customer
- Check here if you are current DIRECTV customer upgrading, adding or replacing equipment

Thank you for choosing DIRECTV! This MDU Equipment Lease Agreement (ELA) has important terms and conditions regarding your lease of equipment from DIRECTV. By "equipment," we mean the DIRECTV Receiver, Client(s), access card, and/or remote control (not the dish and/or cabling). You received the DIRECTV Customer Agreement with your DIRECTV Order Confirmation. The Customer Agreement, together with this ELA, comprise the terms of your service agreement with DIRECTV. Please be sure to read and keep copies of both. They are also available at [www.directv.com/legal](http://www.directv.com/legal).

You understand and agree that you did not buy the equipment, do not own the equipment, and must use and return the equipment as explained in your service agreement with DIRECTV. The equipment you lease may be new or reconditioned.

BASED ON THE PROGRAMMING OFFER ACCEPTED BY YOU, YOU ARE SUBJECT TO ONE OF THE FOLLOWING

(see Programming Agreement and Term below for an explanation of your options):

24 month programming agreement (required in order to receive certain DIRECTV offers)

12 month programming agreement (if you agree to this, you are not eligible for certain DIRECTV offers)

Month-to-Month agreement ONLY (if you agree to this, you are not eligible for certain DIRECTV offers)

Day-to-Day for those receiving only a standard Receivers and residing in an MDU property serviced on a bulk basis

## PART ONE:

Part One of this agreement only applies to new customers, or to our existing customers who decide to upgrade or add an additional Receiver(s) or Client(s) to their account. **If you received this agreement in connection with simply replacing like for like Receivers/Clients (e.g., standard definition for standard definition, HD for HD), please skip to Part Two below, which applies to all customers.**

**PROGRAMMING AGREEMENT AND TERM.** To keep costs down for you, we provide dishes and standard installation at reduced or no cost. In exchange, we ask that you remain a customer for a specified period of time. Specifically, you agree that within 30 days of getting DIRECTV equipment (either provided to you or installed professionally), you will activate your Receivers/Clients and subscribe to a base level of programming valued at \$29.99/mo or above, which may consist of a DIRECTV base programming package (English or Spanish language); OR, a qualifying international-language a la carte service bundled with either BASIC CHOICE or PREFERRED CHOICE. If you do not activate each Receiver/Client, you agree that DIRECTV or the authorized retailer from whom you obtained the equipment may charge you \$150 per Receiver/Client as liquidated damages.

**You agree to continuously maintain the minimum level of programming with us as follows:**

**If you live in a bulk serviced property: 12 consecutive months for DVR, HD and/or HD-DVR Receivers/Clients, or no term for standard Receivers.**

**If you live in a property not serviced on a bulk basis: 12 or 24 consecutive months for standard Receivers/Clients and DVR, HD and/or HD-DVR Receivers. When you placed your order, you elected either a 12 or 24 month period based on the offer selected by you; this period is included in the Confirmation Letter provided to you.** If you elected a month-to-month period and did not receive any promotional offer from DIRECTV requiring a 12 month or 24 month agreement, your programming package must be maintained for 1 month. If you selected an Advanced Whole-Home DVR or an HD-DVR, you agree to pay a monthly Advanced Receiver fee (\$25/mo.). If you selected an HD receiver, you agree to pay a monthly Advanced Receiver-HD fee (\$10/mo). If you selected a DVR receiver, you agree to pay a monthly Advanced Receiver-DVR fee (\$10/mo).

If you selected a TiVo® HD DVR from DIRECTV (except for model HR10-250), you agree to pay a monthly Advanced Receiver-TiVo fee (\$25/mo) and a monthly TiVo fee (\$5/mo). THIS AGREEMENT TO MAINTAIN PROGRAMMING IS SEPARATE AND DIFFERENT FROM ANY OTHER YOU MAY HAVE MADE WITH DIRECTV AND IS FULLY ENFORCEABLE UNDER THESE TERMS.

**EARLY CANCELLATION FEE (ECF).** If you do not maintain your base level of programming for the full term, we will charge you an early cancellation fee. The maximum fee is \$480 for new customers, \$480 for existing customers with DVR, HD and/or HD-DVR Receivers, or \$240 for existing customers with only standard Receivers. We prorate the fee, so for each month you've fulfilled your programming term agreement, we deduct \$20 from the fee (i.e., if you have fulfilled 14 months. of a 24-month. agreement, your ECF would be \$480 - \$20 x 14, or \$200). We reserve the right to charge this fee to the credit or debit card you have on file with us. We do not charge an ECF if you decide to cancel your DVR service or HD Access early, so long as you maintain the base level of programming. However, upon cancellation of DVR service and/or HD Access, you are required to return the equipment used in connection with these services to DIRECTV as described in Part Two below.

## PART TWO:

**MONTHLY FEES FOR ADDITIONAL RECEIVERS, CLIENTS AND/OR ENABLED TVs/DEVICES.** There is no additional monthly fee for one Receiver. If you have two Receivers and/or one Receiver and a Client/Enabled TV/Device., the fee is \$6/mo. For the third and each additional Receiver and/or Client/Enabled TV/Device on your account, you are charged an additional fee of \$6/mo. per Receiver, Client and/or Enabled TV/Device. Sales, use or other taxes may apply. Fees are subject to change at any time.

**WARRANTY DISCLAIMER.** You are responsible for the loss of, damage to or the entire cost of any necessary service or repair of the leased DIRECTV equipment. You have no right to sell, give away, transfer, pledge, mortgage, alter or tamper with the equipment. DIRECTV PROVIDES THE EQUIPMENT AS IS AND WITH ALL FAULTS. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. DIRECTV MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT PROVIDED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED UNLESS OTHERWISE PROHIBITED BY YOUR STATE'S LAW. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.

**CUSTOMER SERVICE.** In the event your leased equipment does not operate, please contact DIRECTV at 1-800-531-5000.

**EQUIPMENT RETURN, NON-RETURN FEES.** If you cease to be our customer (whether voluntarily or involuntarily), you must contact DIRECTV within 7 days of termination of your base level of programming to arrange for an equipment return kit or kits, and instructions on how to return your leased equipment (Receivers with access cards, Clients and remotes). Leased equipment must be returned in good working order, normal wear and tear excepted. If we haven't received your equipment within 21 days of termination of your base level of programming, or if the equipment is returned in damaged condition, we will charge you \$45 for each standard Receiver, \$135 for each DVR, \$100 for each HD Receiver, \$200 for each HD DVR, \$250 for each Advanced Whole-Home DVR and \$100 for each Client, so please promptly attend to your equipment return. We reserve the right to charge these fees to the credit or debit card you have on file with us. If you are leasing a DVR, HD or HD-DVR Receiver and decide to terminate DVR service or HD Access or both, as applicable, you agree to return that advanced equipment (and replace with standard Receiver(s) if you are not terminating your base level of programming), in accordance with this paragraph or we will charge you the stated fees. Visit [directv.com](http://directv.com) or call 1-800-531-5000 for details.

**ARBITRATION.** You and DIRECTV agree that both parties will resolve any dispute under this ELA, the DIRECTV Customer Agreement, or regarding your DIRECTV service, through binding arbitration as fully set forth in the DIRECTV Customer Agreement.

**AUTOMATIC PAYMENT REAUTHORIZATION.** If you enrolled in Auto-Bill Pay when signing up for service over the phone or through a retailer, by signing below, you confirm and reauthorize automatic payments for your DIRECTV service to the credit or debit card or bank account that you selected.

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

Customer Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ SKU# MDU CLA (0213)

White copy: Dealer/HSP Office Yellow Copy: Customer