

# 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, Genie Mini(s), Wireless Video Bridge, 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 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 Genie Mini(s) to their account. **If you received this agreement in connection with simply replacing like for like Receivers/ Genie Mini(s) (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/Genie Mini(s), 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/Genie Mini(s), you agree that DIRECTV or the authorized retailer from whom you obtained the equipment may charge you \$150 per Receiver/Genie Mini(s), 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/Genie Mini(s), or no term for Standard Receivers.**

**If you live in a property not serviced on a bulk basis: 12 or 24 consecutive months for Genie Mini(s) and 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 a Genie HD DVR, you agree to pay the monthly Advanced Receiver Service fee in effect at the time service is provided. If you selected a TiVo® HD DVR from DIRECTV (except for model HR10-250), you agree to pay both the monthly Advanced Receiver Service fee and the monthly TiVo fee in effect at the time service is provided. 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 of up to \$480. 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, our 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.

## PART TWO:

### MONTHLY FEES FOR DIRECTV RECEIVERS, GENIE MINIS AND/OR DIRECTV READY TVs/DEVICES.

There is a fee of \$6.50/mo. for each Receiver (and/or Genie Mini/DIRECTV Ready TV/Device) on your account. For an existing customer with an account create date prior to 7/24/14, however, the total fee for the first 2 Receivers (or first Receiver and a Genie Mini/DIRECTV Ready TV/Device) is \$6.50/mo, and the fee for the third and each additional Receiver (and/or Genie Mini/DIRECTV Ready TV/Device) is \$6.50/mo.

If you reside in a bulk serviced property, the first receiver is provided at no additional charge to the residents. If you activate a second or additional Receiver (and/or Genie Mini/DIRECTV Ready TV/Device) there is a fee of \$6.50/mo unless your landlord or homeowners association pays for the second receiver. For the 3rd and each additional Receiver and/or Genie Mini/DIRECTV Ready TV/Device on your account, you are charged an additional fee of \$6.50/mo. 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. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED TO YOU AS IS AND WITH ALL FAULTS. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECEIVING EQUIPMENT. YOU ARE RESPONSIBLE FOR THE LOSS OF, DAMAGE TO OR THE ENTIRE COST OF ANY NECESSARY SERVICE OR REPAIR OF YOUR RECEIVING EQUIPMENT. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE RECEIVING EQUIPMENT PROVIDED TO YOU.

**CUSTOMER SERVICE.** In the event your leased equipment does not operate, please contact your local authorized dealer or 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 of kit or kits, and instructions on how to return your leased equipment (DIRECTV Receivers with access card(s) and remote(s)). 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, your account will be charged. We reserve the right to charge these fees to the credit or debit card you have on file with us. If you are leasing an HD-DVR Receiver and decide to terminate ARS service, as applicable, you agree to return that advanced equipment (and replace with HD 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 (0515)  
White copy: Dealer/HSP Office Yellow Copy: Customer