



## DIRECTV MDU EQUIPMENT LEASE AGREEMENT

Thank you for choosing DIRECTV! This Equipment Lease Agreement (ELA) has important terms and conditions regarding your lease of equipment from DIRECTV. By "Equipment," we mean the DIRECTV® Receiver(s), Genie® Mini(s), access card(s) and/or remote control(s) (not the dish and/or cabling). You received the DIRECTV Customer Agreement with your DIRECTV Order Confirmation. 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. You have no right to sell, give away, transfer, pledge, mortgage, alter or tamper with the Equipment. The Customer Agreement, together with this ELA, comprise the terms of your service agreement with DIRECTV. **You accept this ELA by doing any of the following: (i) providing your written or electronic signature or acknowledgement; (ii) activating service; (iii) paying for service; or (iv) using the service after making a change or addition that would require another ELA.**

Part One of this agreement only applies to new customers or to our existing customers who decide to (i) upgrade or add an additional DIRECTV Receiver(s) or Genie Mini(s) to their account; or (ii) who have completed their original programming term and swap like for like receiver(s)/Genie Mini(s) (e.g., standard definition for standard definition, HD for HD) at no cost. **If you received this agreement in connection with replacing like for like receiver(s)/Genie Mini(s) because of a defect, you are still bound by the Programming Agreement and Early Cancellation Fee provisions of your original Equipment Lease Agreement as well as Part Two below, which applies to all customers.**

### PART ONE:

#### PROGRAMMING AGREEMENT AND TERM COMMITMENT

If you have accepted a 12 or 24 month programming offer, you agree that, within 30 days of getting DIRECTV Equipment (either shipped to you or installed professionally), you will activate your receiver(s)/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.™ At the end of your service commitment, your service will continue on a month-to-month basis.

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

**If you live in a bulk serviced property (base package paid by property owner): 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 are an existing customer who elects to have upgraded Equipment shipped to you, the term is 12 months; if you elect to have upgraded Equipment professionally installed, the term is 24 months.**

**If you elected a month-to-month commitment, your programming package must be maintained for 1 month.**

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 TERMINATION FEE (ETF).

If you do not maintain your base level of programming for the full term, we will charge you an Early Termination Fee if you accepted a 12-month or 24-month programming offer.

For new customers, the fee is \$240 for a one-year commitment or \$480 for a two year commitment.

For existing customers who elect to have their upgraded Equipment shipped, the fee is \$120. The fee is \$240 for existing customers that elect to have their upgraded Equipment professionally installed.

We prorate the fee, so for each month you've fulfilled your programming term agreement, we deduct between \$10-\$20 from the fee depending on your ECF and length of commitment (e.g., if you have fulfilled 14 months of a 24-month agreement, your ETF 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.

**Do I have to pay monthly Equipment Fees?** Yes, there is a fee of \$7.00/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 \$7.00/mo, and the fee for the third and each additional Receiver (and/or Genie Mini/DIRECTV Ready TV/Device) is \$7.00/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 \$7.00/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 \$7.00/mo.

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 (\$5/mo.).

Sales, use or other taxes may apply. Fees are subject to change at any time.

#### EQUIPMENT RETURN, NON-RETURN FEES.

**What happens when I stop being a customer?** 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 [DIRECTV Receiver(s), Genie Mini(s), 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 leased 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 DIRECTV Receiver, HD Receiver, and each Genie Mini, and \$135 for each DVR, HD DVR, and Genie HD DVR 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 HD access and/or any Advanced Receiver Service, 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 800.531.5000 for details.

**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 800-531-5000.

**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 (0116)**  
White copy: Dealer/HSP Office Yellow Copy: Customer