

DIRECTV MDU PRE-LOADED 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 PRE-LOADED 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), 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. The equipment may be reconditioned.

You understand and agree that you did not buy the equipment, do not own the equipment, and must use the equipment as explained in your service agreement with DIRECTV. When you vacate your unit, you must leave the equipment in your unit or turn it over to the DIRECTV dealer for your property.

THE DIRECTV DEALER SERVICING YOUR PROPERTY IS _____.

PLEASE CALL THE DIRECTV DEALER FOR SERVICE AND EQUIPMENT NEEDS AT _____.

You must contact DIRECTV or your DIRECTV dealer upon move-in to activate your account and to provide your activation information. Please remember that you are responsible for all charges on your account until you notify DIRECTV or your DIRECTV dealer to terminate your account. If the receivers are already active in your unit then the prior resident failed to disconnect their account when they moved out. Please activate your new account before viewing video content. DIRECTV is not responsible for any content viewed from the recorded programming from a previous tenant's account.

IF YOU ACCEPTED A PROGRAMMING OFFER, YOU ARE SUBJECT TO ADDITIONAL COMMITMENT OBLIGATIONS.

PROGRAMMING AGREEMENT AND TERM. To keep costs down for you, we provide dishes and standard installation at reduced or no cost. In exchange, we may ask that you remain a customer for a specified period of time. You reside in a DIRECTV Pre-Loaded Bulk Property which means DIRECTV base programming is paid for by your landlord or homeowners association and you are provided with one DIRECTV receiver upon move-in. Your base bulk programming package does not require a commitment.

If you upgrade to additional programming, you may be subject to additional programming commitments. When you placed your order, any commitments would have been communicated to you and will be included in the Confirmation Letter provided to you.

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 agreed to a commitment period and do not maintain your base level of programming for the full term, we will charge you an early cancellation fee as provided in the Confirmation Letter provided to you. We reserve the right to charge this fee to the credit or debit card you have on file with us.

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

As a resident of a DIRECTV Pre-Loaded Bulk property, the first receiver is provided at no additional charge to the residents. If you activate a second or additional receiver, there is a fee of \$6/mo. for each additional receiver and/or Genie Mini/DIRECTV-Ready TV/Device on your account unless your landlord or homeowners association pays for more than one 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/mo. per receiver. 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 DIRECTV dealer. ALL REPLACEMENT EQUIPMENT WILL BE SUBJECT TO THIS AGREEMENT.

EQUIPMENT RETURN, NON-RETURN FEES. If you wish to vacate your residence, you must leave your equipment in your unit and you must contact your DIRECTV dealer or DIRECTV at 1-800-531-5000. Moreover, if you cease to be our customer (whether voluntarily or involuntarily), you must contact DIRECTV. IF YOU FAIL TO PROPERLY TERMINATE YOUR ACCOUNT, YOU MAY BE SUBJECT TO CHARGES INCURRED BY SUBSEQUENT RESIDENTS OF YOUR UNIT. Leased equipment must be left in good working order, normal wear and tear excepted. If the equipment is not left in your unit, 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. Visit 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 (0614)

White copy: Dealer/HSP Office Yellow Copy: Customer
66353v1

PROOF