

## DIRECTV 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. 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 acknowledgment; (ii) activating service; (iii) paying for service; or (iv) using the service after making a change or addition that would require another ELA.**

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.

Part One of this agreement only applies to new customers or to our existing customers (i) who decide to 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 Termination Fee provisions of your original Equipment Lease Agreement, as well as Part Two below, which applies to all customers. If you accepted an offer that does not require a programming commitment, you are bound by Part II only.**

### PART ONE:

**PROGRAMMING AGREEMENT COMMITMENT. Do I have a programming commitment?** 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 either 12 or 24 months. Specifically, you agree that, within 30 days of getting DIRECTV Equipment (either provided 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.

**TERM COMMITMENT. Do I have a term commitment? Yes, you agree to continuously maintain the minimum level of programming with us as follows:**

**12 Months for existing customers who elect to have their Equipment shipped;  
24 Months for all other customers.**

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). Can I cancel my service?** Yes, you can cancel your service at any time. If you cancel after activation, but before you have completed the required term, you will be charged an Early Termination Fee. The fee is either: \$120, \$240 or \$480, depending on the circumstances under which you obtained Equipment. Your fee will be adjusted for every month you complete. Specifically:

**New customers: The maximum fee is \$480 for new customers. We prorate the fee, so for each month you've fulfilled your programming term agreement, we deduct \$20. For example, new customers who have fulfilled 14 months of a 24-month agreement would see their ETF reduced to \$200, or \$480 - (\$20 x 14).**

**Existing customers: \$120 if your upgraded or new Equipment is shipped to you, or \$240 if a professional installation is required. We prorate the fee, so for each month you've fulfilled your programming term agreement, we deduct between \$10 and \$20, depending on your ETF and length of commitment.**

**For both new and existing customers: 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 ETF 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 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/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 who has 2 receivers and/or one receiver and a Genie Mini/DIRECTV Ready TV/Device, the fee is \$7/mo. For the 3rd and each additional receiver and/or Genie Mini/DIRECTV Ready TV/Device on the account, there is an additional fee of \$7/mo. If you have an All Included Package with up to 4 receivers, Genie Minis and/or DIRECTV Ready TVs/Devices, there are no additional fees on the first 4 devices, and \$7/mo. for each thereafter. 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 attend to your Equipment return promptly. 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/legal](http://directv.com/legal) 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 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, online or through a retailer, by signing below you confirm and reauthorize automatic payments for your DIRECTV service from 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 \_\_\_\_\_

White copy: HSP Office Yellow copy: Customer