

DIRECTV EQUIPMENT LEASE AGREEMENT

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

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), Wireless Video Bridge(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. Please be sure to read and keep copies of both. They are also available 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. You have no rights to sell, give away, transfer, pledge, mortgage, alter or tamper with the equipment.

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 DIRECTV 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 TERMS. 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 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. If you do not activate each DIRECTV Receiver/Genie Mini, you agree that DIRECTV or the authorized retailer from whom you obtained the equipment may charge you \$150 per Receiver/Genie Mini as liquidated damages. **You agree to continuously maintain the minimum level of programming with us as follows: new customers: 24 consecutive months; existing customers: 24 consecutive months for HD and/or HD DVR Receiver(s) and any Genie Mini Client(s).** 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. 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 DIRECTV RECEIVERS, GENIE MINIS AND/OR DIRECTV-READY TVs/DEVICES. There is a fee of \$6/mo. for each receiver and/or Genie Mini/DIRECTV-Ready TV/Device on your account. For an existing customer, if you have 2 Receivers and/or one Receiver and a Genie Mini /DIRECTV-Ready TV/Device, the fee is \$6/mo. 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.

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 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 [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, \$135 for each DVR, \$45 for each HD Receiver, \$135 for each HD DVR, \$135 for each Genie HD DVR and \$45 for each Genie Mini, 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 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, online 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 _____

White copy: HSP Office Yellow copy: Customer
CLA 0814

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