

dish Integrated OTA Antenna Solution Agreement

This agreement (“**Agreement**”) sets forth the terms and conditions of the Integrated Over-the-Air (“OTA”) Antenna Solution plan. The Residential Customer Agreement (“**RCA**”) is incorporated by reference herein and contains additional terms and conditions. The RCA is included in your receiver’s user’s guide and is available online at dish.com/legal. You and DISH agree that any and all disputes arising out of, relating to or concerning this Agreement (including, without limitation, the RCA), your DISH service and/or any other aspect of your relationship with DISH will be resolved through mandatory and binding arbitration pursuant to the terms and conditions set forth in the RCA.

Length of Term Commitment:	12 months
Early Termination Fee: If prior to the end of your term commitment: (A) your DISH service is disconnected for ANY REASON (for example, and without limitation, if you cancel your DISH service because you move to a location where you cannot receive your DISH service); or (B) you downgrade your programming below a Required Minimum Programming Package (as defined below), and in either case, all programming and other prices, fees and charges for your term commitment have not yet been paid in full, you agree to pay, and DISH will automatically charge, an early termination fee to your DISH account or your Qualifying Card (as defined below), at DISH’s option. You are still bound by this Agreement (including, without limitation, the RCA) if you change your residence.	Prorated by multiplying \$10 by the number of months remaining in your term commitment. Maximum early termination fee is \$120.

Unreturned Equipment Charges: The following “**Leased Equipment**” provided to you under this Agreement (including, without limitation, the RCA) is leased and remains the property of DISH at all times: receiver(s); wireless access point(s); smart card(s); and remote control(s). You agree that you will return all Leased Equipment in accordance with the “Equipment Return” section below within 30 days following disconnection of your DISH service or Leased Equipment, and if you do not, DISH will charge the following “**Unreturned Equipment Charges,**” as applicable, to your DISH account or your Qualifying Card, at DISH’s option: LNBF, **\$49**; Joey, Super Joey, Wireless Joey, 4K Joey, HD Duo Non-DVR, HD Solo Non-DVR and Wally, **\$99**; Hopper Duo, HD Solo DVR and HD Duo DVR, **\$199**; Hopper and Hopper with Sling, **\$249**; and Hopper 3, **\$349**. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH will charge the applicable Unreturned Equipment Charge(s) to your DISH account or your Qualifying Card, at DISH’s option. If you return the Leased Equipment in accordance with this Agreement (including, without limitation, the RCA), the Unreturned Equipment Charge(s) that you have paid to DISH, if any, will be refunded upon DISH’s receipt of the applicable Leased Equipment.

Changes in Prices, Programming, Services and Features: You acknowledge and agree that:

- **Agreements with programming suppliers may expire during the term of your Agreement with DISH. If that occurs, some programming in your DISH services may not be available for some or all of the remaining term of your agreement with DISH, and you will not be entitled to any refund, credit, or other compensation, as more fully set forth in the RCA.**
- **DISH has the right, without notice at any time and from time to time (including, without limitation, during any term commitment to which you have agreed), to add, delete, rearrange, alter, change and/or eliminate: (A) any and all prices, fees and/or charges; and/or (B) packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities; provided that, in doing so, DISH exercises its discretion consistent with the parties’ reasonable expectations at the inception of this Agreement in accordance with the covenant of good faith and fair dealing implied in this Agreement under Colorado law.**
- **DISH has the right, without notice at any time (including, without limitation, during any term commitment to which you have agreed), to change your payment terms if you fail to make payments by your payment due date.**

_____ (customer initials)

*****Do not sign this Agreement until you have read the entire Agreement (including, without limitation, the RCA).*****
 By signing below, you acknowledge and agree that you have received, read, understand and agree to be bound by all of the terms and conditions set forth in this Agreement (including, without limitation, the RCA), and that all such terms and conditions were disclosed to you prior to sale. You hereby represent that you: (a) are at least eighteen (18) years old and (b) are a Customer listed below or a person authorized by the Customer(s) to sign this Agreement. If you are located in Puerto Rico, you are entering into this Agreement (including, without limitation, the RCA) with DISH Network Puerto Rico L.L.C.; if you are located anywhere other than Puerto Rico, you are entering into this Agreement (including, without limitation, the RCA) with DISH Network L.L.C.

Customer Name(s): _____ **Customer Signature:** _____

Phone: _____ **Date:** _____
Street Address: _____ **Account #:** _____
City: _____ **State:** _____ **Zip:** _____
Email Address: _____

Subscriber Eligibility: Your OTA antenna must be ordered and installed between and including **July 11, 2019** and **January 20, 2020**. This offer is limited to existing residential DISH customers who reside in the continental United States, certain areas of Alaska, Hawaii, Puerto Rico or the US Virgin Islands. DISH will determine eligibility and may deny eligibility for any reason.

Prior Agreements: This Agreement (including, without limitation, the RCA) applies to the Integrated OTA Antenna Solution plan only and does not replace or change any prior written agreement between you and DISH (or any DISH affiliate). All such prior agreements remain in full force and effect.

Required Minimum Programming Packages: You must subscribe at all times to one of the “**Required Minimum Programming Packages**” listed in the table below or a higher-priced programming package. You represent that you have been informed as to whether you are eligible to receive local network channels by satellite.

Required Minimum Programming Packages	
Programming Package	Price Including Local Network Channels Where Available
DishLATINO Básico	\$39.99/mo.
Welcome Pack	\$25.99/mo.

Installation: This plan includes standard professional installation of an OTA antenna and the mounting hardware that is required in order to receive programming broadcast for OTA antennas. Additional equipment may be required and additional prices, fees and charges may apply in certain OTA antenna installations.

Prices, Fees, Charges and Payments: You agree to pay monthly by the payment due date for the programming you select and for all other applicable prices, fees and charges. State and local taxes and/or reimbursement charges may apply as set forth in the RCA. You have paid or you agree to pay: (A) an OTA antenna fee of up to \$150; and (B) a technician visit fee of up to \$95. Other prices, fees and charges may apply as set forth in this Agreement (including, without limitation, the RCA). All payments are non-refundable.

Suspension of Service: If you participate in DISH Pause or any other program that allows you to temporarily suspend your DISH service at any time during your term commitment, your term commitment will be extended by the number of days that your DISH service is suspended. DISH will determine eligibility for participation and may deny eligibility for any reason.

Contact Information: If you have any questions, you may find the answer in the frequently asked questions section at dish.com or you may contact DISH at care@dish.com; 800-333-DISH (3474); or DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may request an itemization of the prices, fees and charges applicable to the goods and services you have selected under this Agreement (including, without limitation, the RCA) by calling 800-333-DISH (3474).

PLEASE READ THIS IMPORTANT INFORMATION

QUALIFYING CARD AUTHORIZATION

====> **Signature:** _____

By signing above, you authorize DISH to charge, and/or place a hold with respect to all Box Return Fee(s), early termination fee(s) and unreturned equipment charge(s), or any portion thereof, that you owe under this Agreement (including, without limitation, the RCA) (collectively, the “Authorized Amounts”) to the credit card or debit/check card that you initially provided to DISH (the “Qualifying Card”) until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without DISH’s submitting a signed receipt. Payment of early termination fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account. You hereby represent that you: (a) are at least eighteen (18) years old and (b) are the holder of the Qualifying Card or are a person authorized by the holder of the Qualifying Card to sign this Authorization.

CUSTOMER CONTACT INFORMATION

====> **Signature:** _____

By signing above, you authorize DISH, and/or any debt collection agency and/or debt collection attorney hired by DISH, to contact you regarding your DISH Network account and any other accounts we service, or to recover any unpaid portion of your obligation to DISH, through an automated or predictive dialing system or prerecorded messaging system, at the phone number (including any cellular phone number), or other contact information you have provided or subsequently provide to DISH. You understand that you do not need to provide a cellular phone number to receive DISH services.