



# DISH Business Advantage Commercial Plan Agreement

This agreement (“Agreement”) sets forth the terms and conditions of the DISH Business Advantage Commercial plan. The Commercial Customer Agreement (“CCA”), is incorporated by reference herein and contains additional terms and conditions. The CCA is included in your receiver’s user guide and is available online at dish.com/legal.

<b>Length of Term Commitment:</b>	<b>24 months</b>
<b>Early Termination Fee:</b> 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), if any, at DISH’s option. You are still bound by this Agreement (including, without limitation, the CCA) if you change your residence.	Prorated by multiplying \$20 by the number of months remaining in your term commitment. <b>Maximum early termination fee is \$480.</b>

<b>Public or Private Location:</b> You must identify your type of business, based on the information below, by initialing the appropriate space. For some programming packages, a fee of up to \$40 per month will apply based on whether your business is a Public Commercial Location or a Private Commercial Location.	<b>Public Commercial Location:</b>	<b>Private Commercial Location:</b>
	<input type="checkbox"/>	<input type="checkbox"/>

**Public Commercial Location:** By initialing the Public Commercial Location space above, you represent that the location in which you will receive and view programming under this Agreement is generally accessible to the public and: (A) is classified within the hospitality industry; (B) serves food and/or liquor for immediate consumption; (C) is registered with a fire occupancy certificate; and (D) will not receive services through a master system installed at a commercial or residential multiple dwelling unit property (such as hotels, hospitals, dormitories etc.). Examples of Public Commercial Locations include bars, restaurants, night clubs, casinos, lounges and shopping malls. Notwithstanding the foregoing, DISH may determine whether a location constitutes a Public Commercial Location or another type of location.

**Private Commercial Location:** By initialing the Private Commercial Location space above, you represent that the location in which you will receive and view programming under this Agreement may be accessible to the public and does not serve food and/or liquor for immediate consumption. Examples of Private Commercial Locations include retail stores, health clubs, business office reception areas or waiting rooms and the private offices of attorneys, doctors, dentists and other business professionals. Notwithstanding the foregoing, DISH may determine whether a location constitutes a Private Commercial Location or another type of location.

<b>Estimated Viewing Occupancy (EVO) Public Viewing Only:</b> Indicate the total number of persons in the establishment (standing or seated) who can view any television programming provided by DISH at any given time.	<b>EVO:</b> _____	<b>Customer Initials:</b> _____
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Pricing for some programming packages is based on the establishment’s Estimated Viewing Occupancy (EVO), which is defined as the total number of persons in the establishment (standing or seated) who can view any television programming provided by DISH at any given time. By initialing above and signing this Agreement you hereby certify that the above number accurately represents the Estimated Viewing Occupancy of the establishment at which DISH service will be displayed. This estimate is subject to audit and may be adjusted in the sole discretion of DISH.

**Unreturned Equipment Charges:** The following “Leased Equipment” provided to you under this Agreement (including, without limitation, the CCA) is leased and remains the property of DISH at all times: receiver(s); wireless access point(s); smart card(s); remote control(s); and LNBF(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, if any, 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, if any, at DISH’s option. If you return the Leased Equipment in accordance with this Agreement (including, without limitation, the CCA), 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 CCA.
- 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 CCA).\*\*\***

By signing below, you acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this Agreement (including without limitation, the CCA), and that all such terms and conditions were disclosed to you prior to activation. 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 CCA) 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 CCA) with DISH Network L.L.C.

**Business Name:** \_\_\_\_\_ **Customer Signature:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Customer Printed Name:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_ **Account #:** \_\_\_\_\_  
**City:** \_\_\_\_\_  
**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Subscriber Eligibility:** DISH services and equipment must be ordered, installed and activated between and including **January 15, 2019** and **July 10, 2019**. Only 1 participant per location. This offer may not be combined with any other offer. This offer is limited to: (A) new, first-time commercial DISH subscribers; and (B) former commercial DISH subscribers who (1) paid all balances owing under their prior DISH account(s) in full and (2) have not received any DISH service during the 60-day period prior to activation under this plan (“**Former DISH Subscribers**”). No new, first-time commercial DISH subscriber or Former DISH Subscriber shall be eligible for this plan unless such subscriber: (a) has a place of business in the continental United States, Alaska, Hawaii, Puerto Rico or the US Virgin Islands that qualifies as a Public Commercial Location or a Private Commercial Location; (b) provides a valid business name, business address, phone number and business owner/proprietor name; (c) provides DISH with a valid Qualifying Card; and (d) receives credit approval. DISH will determine eligibility and may deny eligibility for any reason.

**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.

<b>Required Minimum Programming Packages</b>			
<b>Programming Package</b>	<b>Price Including Local Network Channels Where Available</b>	<b>Programming Package</b>	<b>Price Excluding Local Network Channels</b>
DishLATINO Básico	\$29.99/mo.	Qualifying International programming (also requires subscription to Chinese Basic or International Basic)	\$19.99/mo. or higher <i>PLUS</i> \$15.00/mo. for Chinese Basic or International Basic
Welcome Pack	\$29.99/mo.	DISH America	\$52.99/mo.

**Installation:** Except as otherwise provided below, this plan includes standard professional installation of up to 6 receivers (other than smartbox systems) to up to 6 TVs, a DISH 500 antenna (or other applicable antenna, as determined by DISH) and mounting hardware. Additional equipment may be required and additional prices, fees and charges may apply in certain installations or with certain

programming purchases. Maximum of 6 leased receivers (supporting up to 6 total TVs) per account. Hopper, Hopper with Sling and Hopper 3 installation includes up to 6 leased receivers for up to 6 total TVs per account. **CUSTOMERS OF ALASKA ONLY: IN THE EVENT THAT DISH DETERMINES THAT YOU ARE LOCATED IN A REMOTE AREA OF ALASKA (“REMOTE AREA”), THEN YOU ACKNOWLEDGE AND AGREE THAT: (A) NEITHER DISH NOR ANY OF DISH’S RETAILERS WILL FURNISH, OR HAVE ANY OBLIGATION TO FURNISH, ANY INSTALLATION SERVICES TO YOU AT ANY TIME; (B) YOU ARE SOLELY RESPONSIBLE FOR INSTALLING ANY AND ALL LEASED EQUIPMENT (INCLUDING, WITHOUT LIMITATION, RECEIVER(S), SMART CARD(S), REMOTE CONTROL(S) AND LNBF(S)); (C) YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL RISKS ASSOCIATED WITH AND RESULTS OF SUCH INSTALLATION (INCLUDING, WITHOUT LIMITATION, RECURRING MATERIAL INTERFERENCE OF SIGNAL RECEPTION, LIMITATIONS TO THE QUALITY OR USABILITY OF YOUR DISH SERVICE, PERSONAL INJURY AND DAMAGE TO THE LEASED EQUIPMENT); (D) NEITHER DISH NOR ANY OF DISH’S RETAILERS WILL AT ANY TIME CONDUCT ANY ON-SITE SERVICE CALLS FOR YOU; AND (E) THE FOREGOING DOES NOT RELIEVE YOU OF ANY OF YOUR OBLIGATIONS PURSUANT TO THIS AGREEMENT.**

**Receivers:** “Solo” receivers support 1 TV and contain 1 tuner (or in the case of a 512 or 612, 2 tuners). Solo receiver models currently include: **HD Solo Non-DVR; HD Solo DVR; and Wally.** “Duo” receivers support up to 2 TVs and contain 2 tuners. Duo receiver models currently include: **HD Duo Non-DVR; and HD Duo DVR.** **Hopper, Hopper Duo, Hopper with Sling, Hopper 3, Joey, Super Joey, Wireless Joey** and **4K Joey** each connect to 1 TV. Smartbox systems support multiple TVs (the exact number of which will vary and will depend on, among other things, the location at which you desire to receive services).

**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 CCA. You have paid or you agree to pay the following one-time lease upgrade fees: \$25 for each **Wireless Joey**; \$50 for each **4K Joey**; and \$50 for each **Hopper 3**. Other prices, fees and charges may apply as set forth in this Agreement (including, without limitation, the CCA). All payments are non-refundable. You agree that your DISH service has been properly installed and activated, and you hereby waive any right to a credit and/or refund of any previous payment to DISH (or any price reduction or any other form of compensation) to which you may have otherwise been entitled. The following monthly fees apply:

Monthly Fees	Fee Amount
<b>Additional Receiver Fee*</b>	
Each Solo Non-DVR receiver, Joey, Wireless Joey, 4K Joey and Wally	\$7.00/mo.
Each Super Joey and Solo DVR receiver	\$10.00/mo.
Each smartbox system procam	\$10.00/mo.
Each Solo DVR receiver	\$10.00/mo.
Each Hopper, Hopper with Sling and Hopper 3	\$15.00/mo.
Each Duo Non-DVR receiver	\$14.00/mo.
Each Duo DVR	\$17.00/mo.
*The receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account.	
<b>Non-DVR First Receiver Fee</b>	
Non-DVR First Receiver Fee	\$7.00/mo.
<b>DVR Service and Hopper Receiver Fees</b>	
Solo DVR and Duo DVR receiver	\$15.00/mo.
Hopper Duo DVR receiver	\$10.00/mo.
Hopper, Hopper with Sling and Hopper 3	\$7.00/mo.

**Equipment Return:** You may use the Leased Equipment provided under this plan only while you remain an active customer in good standing and in compliance with this Agreement (including, without limitation, the CCA). You must return all Leased Equipment in good operating condition, normal wear and tear excepted, within 30 days following cancellation or disconnection of your DISH service or disconnection of your Leased Equipment. If you acquired your Leased Equipment from a retailer, then you must return all Leased Equipment to: (A) your original retailer, if such cancellation or disconnection of your DISH service or disconnection of your Leased Equipment occurs during the first 30 days following your initial activation of programming; or (B) DISH, if such cancellation or disconnection of your DISH service or disconnection of your Leased Equipment occurs after such 30-day period. You are responsible for and shall bear all costs, expenses and risk of returning your Leased Equipment, including, without limitation, risk of loss during shipment. You are not responsible under the terms and conditions of this Agreement for the return of equipment other than your Leased Equipment. Following cancellation or disconnection of your DISH service or disconnection of your Leased Equipment (unless you acquired your Leased Equipment from a retailer and the cancellation or disconnection of your DISH service or disconnection of your Leased Equipment occurs during the first 30 days following your initial activation of programming and you returned Leased Equipment to such retailer within 30 days following cancellation or disconnection of your DISH service or disconnection of your

Leased Equipment), DISH will send you one or more return labels or empty boxes (depending on your Leased Equipment) to be used by you in returning your Leased Equipment and DISH will charge you up to \$15.00 for each such return label or empty box (“**Box Return Fee**”). The Box Return Fee is subject to change at any time. Unless you are a resident of a Remote Area of Alaska, you also have the option of contacting DISH by calling 800-333-DISH (800-333-3474) to request that DISH or our designee(s) perform an in-home service call to remove your Leased Equipment at DISH’s then-current in-home service call rate, which rate is subject to change at any time. Leased Equipment will not be deemed returned until received by DISH.

**Location:** If you view or directly or indirectly allow others to view: (A) programming authorized under this Agreement (including, without limitation, the CCA) for use in a Public Commercial Location in a location other than a Public Commercial Location; or (B) programming authorized under this Agreement (including, without limitation, the CCA) for use in a Private Commercial Location in a location other than a Private Commercial Location, as applicable, you agree to pay DISH, and DISH will automatically charge to your DISH account or your Qualifying Card, if any, at DISH’s option: (1) the difference between the amount DISH actually received for the type of location authorized under this Agreement (including, without limitation, the CCA) and the full applicable rate for such programming (regardless of whether DISH has distribution rights for such programming); and (2) the total amount of any admission charges or similar fees imposed for viewing or listening to such programming. If you have, or you directly or indirectly allow others to have, programming authorized under a single DISH account for multiple receivers that are not all located in the same Public Commercial Location or Private Commercial Location, as applicable, and connected to the same phone line/broadband network, then you agree to pay DISH, and DISH will automatically charge to your DISH account or your Qualifying Card, if any, at DISH’s option, the difference between the amount DISH actually received for the programming authorized under the single account and the full retail price for such programming if each receiver under such single account had been authorized under a separate account.

<b>DISH Protect Silver</b>	====> <b>Signature:</b> _____
DISH Protect Silver is an optional service program currently priced at \$11.99 per month. The services in the DISH Protect Silver plan can be viewed at <a href="http://mydish.com/support/equipmentservices">mydish.com/support/equipmentservices</a> . If you elect to take the service, you may receive an initial 6 month free trial offer of DISH Protect Silver if such plan is available to you at the time you sign this Agreement. By signing above, you are accepting the terms of this trial offer and understand that you may cancel your DISH Protect Silver plan at any time by calling 800-333-DISH (3474). You also agree that if you do not cancel your DISH Protect Silver plan during the initial 6 month free trial offer period, DISH will automatically begin billing you the then-current monthly price of DISH Protect Silver upon the expiration of the 6 month trial offer period until you cancel your DISH Protect Silver plan. DISH Protect is not available to residents of Puerto Rico, Remote Areas of Alaska and/or residents of some Shared Dish MDU Properties. If you reside in a Shared Dish MDU Property and you are not sure if you qualify for DISH Protect, then please call 800-454-0843 to determine whether you qualify.	

**Contact Information:** If you have any questions, you may find the answer in the frequently asked questions section at [dish.com](http://dish.com) or you may contact DISH at [commercialfeedback@dish.com](mailto:commercialfeedback@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 CCA) by calling 800-333-DISH (3474).

**PLEASE READ THIS IMPORTANT INFORMATION**

<b>QUALIFYING CARD AUTHORIZATION</b>	====> <b>Signature:</b> _____
<i>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 Charges, or any portion thereof, that you owe under this Agreement (including, without limitation, the CCA) (collectively, the “Authorized Amounts”) to the credit card or debit/check card that you initially provided to DISH (the “Qualifying Card”), if any, until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card, if any, 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.</i>	

<b>CUSTOMER CONTACT INFORMATION</b>	====> <b>Signature:</b> _____
<i>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</i>	

*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.*