

# Public/Private Change Receiver Plan Agreement

This agreement (“**Agreement**”), together with the terms and conditions to which you agreed over the phone when you ordered any applicable, enclosed receivers (the “**Phone Terms**”), sets forth the terms and conditions of the Public/Private Change Receiver 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](http://dish.com/legal).

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

**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); 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 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 unless you have read the entire Agreement (including, without limitation, the CCA) or if you are within 30 days of your initial activation (in which case, the terms and conditions of your original plan agreement apply to your new or exchanged equipment).\*\*\***

*By signing below and/or installing and activating any applicable, enclosed receivers, 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:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_  
**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_  
**Customer Printed Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Account #:** \_\_\_\_\_

**Subscriber Eligibility:** DISH services and equipment must be ordered, installed and activated between and including **September 12, 2019** and **January 13, 2020**. This offer is limited to existing commercial DISH customers whose place of business is in the continental United States, Alaska, Hawaii, Puerto Rico, or the US Virgin Islands. DISH will determine eligibility and may deny eligibility for any reason.

**Prior Agreements:** This Agreement (together with the CCA) applies to the Public/Private Change Receiver 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	Programming Package	Price Excluding Local Network Channels
DishLATINO Básico	\$39.99/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	\$25.99/mo.	DISH America	\$52.99/mo.

**Installation:** Unless DISH sent your equipment to you for self-installation, or as otherwise provided below, this plan includes standard professional installation of up to 3 receivers, other than smartbox systems. Additional equipment may be required and additional prices, fees and charges may apply in certain installations or with certain programming purchases. Maximum of 3 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 this Agreement, (including, without limitation, the CCA). You have paid or you agree to pay, if applicable, a receiver upgrade fee of up to \$400 per receiver. A technician visit fee of up to \$95 will apply for each on-site service call. Other prices fees and charges may apply as set forth in this Agreement (including, without limitation, the CCA). All payments are non-refundable. 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>DVR Service and Hopper Receiver Fees</b>	
<b>Fee Amount</b>	
Solo DVR and Duo DVR receiver	\$15.00/mo.
Hopper Duo	\$10.00/mo.
Hopper, Hopper with Sling and Hopper 3	\$7.00/mo.

**Prior Equipment:** If you return a receiver previously leased by you in exchange for a receiver provided under this plan, you must return such previously leased receiver (including without limitation, applicable smart card(s) and remote control(s)) to DISH. Upon your notification to DISH that you intend to exchange a receiver and the deactivation of such receiver, DISH will send you a postage pre-paid box to use in returning the receiver to DISH. Returning any exchange receiver is solely your responsibility. Any LNBF(s) provided under this plan shall be treated as if you selected them under your original plan agreement with DISH for all purposes related to their ownership and shall be subject to any return requirements set forth therein.

**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. You are responsible for and shall bear all costs, expenses and risk of returning the 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 the Leased Equipment. 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 located in 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 on-site service call to remove the Leased Equipment at DISH’s then-current on-site service call rate. Leased Equipment will not be deemed returned until received by DISH.

**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 commercialfeedback@dish.com, 800-333-DISH (3474) or DISH, 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**

**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 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**”), 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.*