



# Digital Home Advantage Plan Agreement

**This agreement is only a sample. Your agreement may vary. You should read all DISH Network agreements that you actually receive in their entirety before signing or initialing them.**

This agreement ("Agreement") sets forth the terms and conditions of the Digital Home Advantage 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 guide and is available online at [www.dish.com](http://www.dish.com).

<b>Length of Term Commitment:</b>	24 months
<b>Non-refundable Activation Fee</b> (must be paid prior to installation):	\$0
<b>Cancellation Fee:</b> If prior to the end of your term commitment, 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 DISH programming) or you downgrade your programming below a Required Minimum Programming Package (as defined below), and all programming and other prices, fees and charges for your term commitment have not yet been paid in full, you agree to pay, and we will automatically charge, a cancellation fee to your DISH account or your Qualifying Card (as defined below), at our option.	Prorated by multiplying \$20.00 by the number of months remaining in your term commitment. <b>Maximum cancellation fee is \$480.</b>

**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); smart card(s); remote control(s); and LNBFs. 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" to your DISH account or your Qualifying Card, at our option, as applicable: LNBF, **\$50**; all standard-definition receivers (301, 311, 322, 381, 512, 522, 625) and Joey Receiver, **\$100**; high-definition (HD) non-DVR receiver (211, 211k, 211z, 222, 222k, 411), **\$200**; HD DVR receiver (612, 622, 722, 722k) and SlingLoaded™ DVR receiver (922), **\$300**; Hopper and Hopper with Sling DVR, **\$400**. 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 our option, within 72 hours following deactivation. If you return the Leased Equipment in accordance with this Agreement (including, without limitation, the RCA), such Unreturned Equipment Charge(s) will be refunded upon DISH's receipt of the applicable Leased Equipment.

**\*\*\*We expressly reserve the right to change any and all prices, fees and charges at any time and from time to time, including, without limitation, during any term commitment to which you have agreed. \*\*\*We reserve the right to change packages, programming, programming suppliers, services offered by programming suppliers, features and functionality at any time and from time to time, including, without limitation, during any term commitment to which you have agreed. \*\*\*We reserve the right to change your payment terms if you fail to make payments by your payment due date. \*\*\*You are still bound by this Agreement (including, without limitation, the RCA) if you change your residence. \*\*\*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 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 activation. 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.*

<b>Waiver of iPad Promotion and Acceptance of Introductory Pricing Offers:</b> You acknowledge and agree that, by initialing the adjacent box, you accept the discounts to then-current pricing of a Required Minimum Programming Package (or a higher-cost programming package) and all terms and conditions set forth in this Agreement (including, without limitation, the RCA) (collectively, the "Introductory Pricing Offers") in lieu of the special promotional offer by DISH of an iPad as set forth in the Digital Home Advantage Plan Agreement – iPad Promotion and any and all other offers and/or promotions that may be offered by DISH (collectively, the "iPad Offer"). You hereby decline, and acknowledge that you will not be entitled to, the iPad Offer. The "iPad" means a black, 16GB, WiFi-only Apple iPad 2 (or, in DISH's sole and absolute discretion, a different model with the same or different features and/or functionality and of similar or lesser value, including, but not limited to, a different model Apple iPad or an iPad Mini).	<b>Initial Here:</b>  _____
---	-----------------------------------

**Customer Name:** \_\_\_\_\_ **Customer Signature:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_ **Account #:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_ **Certificate #:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **County:** \_\_\_\_\_  
**Dish:** \_\_\_\_\_ **Orbital Locations:** \_\_\_\_\_ **Switch:** \_\_\_\_\_

**Subscriber Eligibility:** DISH services and equipment must be ordered, installed and activated between and including **May 22, 2013 and September 18, 2013**. Only 1 participant per household. This offer may not be combined with any other offer. This offer is limited to: (A) new, first-time residential DISH subscribers; and (B) former residential 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 3-month period prior to activation under this plan (“**Former DISH Subscribers**”). No new, first-time residential DISH subscriber or Former DISH Subscriber is eligible for this plan unless such subscriber: (a) resides in the continental United States, Hawaii, Puerto Rico, the US Virgin Islands, or certain areas in Alaska; (b) provides DISH with a social security number issued to the customer who signs this Agreement and a valid Qualifying Card; and (c) receives credit approval. If you reside in Alaska, you represent that you have confirmed that your residence is eligible for this plan. 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-cost 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	\$24.99/mo.	Qualifying international programming (requires subscription to \$10.00/mo. Chinese Basic or \$10.00/mo. International Basic)	\$19.99/mo. or higher depending on international package selected.
Smart Pack	\$29.99/mo.		
DISH America	\$39.99/mo.		

**Installation:** This plan includes standard professional installation of up to 6 receivers 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 and Hopper with Sling DVR installation includes up to 6 leased receivers for up to 6 total TVs per account.

**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: **Solo** (301, 311, 381); **HD Solo** (211, 211k, 211z, 411); **Solo DVR** (512); and **HD Solo DVR** (612). “Duo” receivers support up to 2 TVs and contain 2 tuners. Duo receiver models currently include: **Duo** (322); **HD Duo** (222, 222k); **DuoDVR™** (522, 625); and **HD DuoDVR** (622, 722, 722k). **SlingLoaded DVR** (922) receivers support up to 2 TVs and contain 2 tuners. **Hopper, Hopper with Sling DVR** and **Joey Receiver** each connect to 1 TV.

**Prices, Fees, Charges and Payments:** You agree to pay monthly by the payment due date for the programming you select and for all 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 the following one-time lease upgrade fees: (A) the following amounts for the first HD receiver: \$99 for a Hopper and \$199 for a Hopper with Sling DVR (which fee will be credited back to customers who subscribe to AT120, AT120+, AT200, AT250, America’s Everything Pack, Latino Plus, Latino Dos or Latino Max programming); and (B) the following amounts for each additional receiver: \$49 for each additional receiver that is a 211, 211k, 211z or 311 (if you have 4 or more receivers); \$99 for each additional receiver that is a 612, 622, 722, 722k, 922, Hopper or Joey Receiver; and \$199 for each additional receiver that is a Hopper with Sling DVR. Other prices, fees and charges may apply as set forth in this Agreement (including, without limitation, the RCA). 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 refund of any previous payment to DISH to which you may have otherwise been entitled. The following monthly fees apply:

<b>Monthly Fees</b>	<b>Fee Amount</b>
<b>Additional Receiver Fee*</b>	
Each Solo receiver and Joey Receiver	\$7.00/mo.
Each Solo DVR receiver	\$10.00/mo.
Each Hopper and Hopper with Sling DVR	\$12.00/mo.
Each Duo receiver	\$14.00/mo.
Each DuoDVR and SlingLoaded DVR receiver	\$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 Fees</b>	
512, 522, 625, 612, 622, 722, and 722k	\$7.00/mo.
922	\$10.00/mo.
Hopper and Hopper with Sling DVR (Whole Home DVR)	\$12.00/mo.

**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.

**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 RCA). You must return all such Leased Equipment in good operating condition, normal wear and tear excepted, within 30 days following disconnection of your DISH service or Leased Equipment. If you acquired the Leased Equipment directly from DISH, you must call DISH at 800-333-DISH (3474) immediately after disconnection of your DISH service or Leased Equipment to receive a return authorization number and delivery instructions for return of the Leased Equipment. If you acquired the Leased Equipment from a retailer, you must return all Leased Equipment to: (A) your original retailer, if such disconnection of your DISH service or Leased Equipment occurs during the first 30 days following your initial activation of programming; or (B) DISH, if such disconnection of your DISH service or Leased Equipment occurs after such 30-day period. You are responsible for and shall bear all costs and expenses of returning the Leased Equipment. You are not responsible under the terms and conditions of this Agreement (including, without limitation, the RCA) for the return of equipment other than the Leased Equipment. A \$17.00 charge will apply for each return label and empty box provided by DISH and used by you in returning the Leased Equipment ("**Box Return Fee**"); the Box Return Fee is subject to change at any time. You also have the option of contacting DISH by calling 800-333-DISH (3474) to request that DISH perform an in-home service call to remove the Leased Equipment at DISH's then-current in-home service call rate, which rate is subject to change at any time.

**The Protection Plan**

====> Signature: \_\_\_\_\_

The Protection Plan is an optional service program currently priced at \$7.00 per month that includes: (A) free shipping for repair or replacement of defective receiver equipment; and (B) discounted in-home service calls (currently priced at \$15; regularly \$95). You will receive a free trial offer of the Protection Plan (if available to you at the time you sign this Agreement) for 4 months. By signing above, you are accepting the terms of this free trial and understand that you may cancel your Protection Plan subscription at any time by calling 800-333-DISH (3474), and if you do not cancel the Protection Plan during the first 4 months of your term, we will automatically begin billing you for the Protection Plan at its then-current price until you cancel the Protection Plan.

**Contact Information:** If you have any questions, you may find the answer in the frequently asked questions section on [www.dish.com](http://www.dish.com) or you may contact DISH at [care@dishnetwork.com](mailto:care@dishnetwork.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), cancellation fee(s) and unreturned equipment charge(s), or any portion thereof, that you owe under this Agreement (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 cancellation fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account.*

**CUSTOMER CONTACT INFORMATION**

====> Signature: \_\_\_\_\_

*By signing above, you authorize DISH, and any debt collection agency or debt collection attorney hired by DISH, to contact you regarding your DISH Network account 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.*