



# SERVICE AGREEMENT

Service Date: \_\_\_\_\_

dish.com or 1-800-333-DISH (3474)

Tech ID: \_\_\_\_\_ Van #: \_\_\_\_\_

## A. CUSTOMER INFORMATION

Customer Name: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

## B. DESCRIPTION OF SERVICES AND/OR EQUIPMENT DELIVERED TO CUSTOMER

Outside Services Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Inside Services Performed: \_\_\_\_\_  
 \_\_\_\_\_

	Ch/Input	STB to TV Connection	Receiver Model	Serial or R00 Number	Dish	
TV1					Mount	
TV2					Switch	
TV3					LNBF(s)	
TV4					Connect Device	
TV5					Other	
TV6					Other	

## C. EQUIPMENT RECEIVED FROM CUSTOMER

Description:	Receiver Model	Serial Number or R00	Return Reason

By signing below, you hereby acknowledge and agree that: (i) the services described in Section B above (the “Services”) were completed to your satisfaction on the service date set forth above (the “Service Date”) at the property (including, without limitation, any improvements thereto) described in Section A above (the “Property”); (ii) the equipment described in Section B above (the “Equipment”) is in good working order; and (iii) you are receiving the video programming that you requested, if any. You hereby represent that you: (a) are at least eighteen (18) years old; (b) are the person whose name appears in Section A above (“Customer” or “you”) or a person authorized by Customer to sign this Service Agreement; and (c) have read, understand and agree to be bound by the terms and conditions contained in this Service Agreement, including, without limitation, the terms and conditions set forth below (if this Service Agreement is being reviewed in electronic form) or on the other pages of this Service Agreement (if this Service Agreement is being reviewed in paper form). The Commercial Customer Agreement (“CCA”) or the Residential Customer Agreement (“RCA”), as applicable, is incorporated by reference herein and contains additional terms and conditions. The CCA is available at [www.commercial.dish.com/downloads/forms/commercial-customeragreement.pdf](http://www.commercial.dish.com/downloads/forms/commercial-customeragreement.pdf) and the RCA is available at [www.dish.com/legal](http://www.dish.com/legal). Except to the extent that you are subject to the CCA, you and Dish Network Service L.L.C. (or, in California, Dish Network California Service Corporation or in Puerto Rico, DISH Network Puerto Rico L.L.C.)

("DNSLLC") agree that any and all disputes arising out of, relating to or concerning this Service Agreement, the Equipment, the Services and/or any other aspect of your relationship with DNSLLC or DNSLLC's affiliates will be resolved through mandatory and binding arbitration pursuant to the terms and conditions set forth in the RCA.

Signature: \_\_\_\_\_

#### D. SERVICE AGREEMENT

1. **LIMITED WARRANTY.** DNSLLC hereby warrants to Customer that the Services shall be free from defects in workmanship for a period of sixty (60) days following the Service Date. In the event that Customer (i) notifies DNSLLC of a defect in workmanship in the Services within sixty (60) days following the Service Date and (ii) DNSLLC confirms the existence of such defect of workmanship, then DNSLLC will, at its option, either correct such defect in workmanship or refund the amount, if any, paid by Customer to DNSLLC for the defective Services. The limited warranty described in this Section 1: (a) does not apply to any defects resulting, in whole or in part, from Customer's acts or omissions (including, without limitation, Customer's abuse or misuse any of products, devices or equipment); (b) does not apply to any Equipment (including, without limitation, any defects in the Equipment); and (c) is non-transferrable. To notify DNSLLC of a defect in workmanship in the Services, please call 1-800-333-DISH.
2. **TROUBLESHOOTING.** DNSLLC provides customers with technical support regarding the Services via telephone. In the event that DNSLLC is unable to solve a technical problem regarding the Services over the telephone, then Customer may request that DNSLLC schedule a technician visit. DNSLLC may charge a fee for such visit in the event that the Services are not covered by the limited warranty described in Section 1 above.
3. **USER AND INSTALLATION GUIDE.** In the event that the Equipment includes a satellite receiver, then Customer acknowledges receipt of and agrees to the terms and conditions related to equipment warranties found in the satellite receiver User and Installation Guide.
4. **AUTHORIZATION FOR INSTALLATION.** Customer hereby represents and warrants that: (i) Customer either owns the Property or is a tenant at the Property and is authorized by the landlord of the Property to have the Services performed at the Property (including, without limitation, making alterations to the Property such as drilling holes in walls, floors, ceilings and roofs; and installation of a pole and/or roof mount, rail mount and/or wall mount apparatus); and (ii) Customer is authorized to contract for the Services. In accordance with the National Electrical Code (NEC), DNSLLC will not conceal power cords behind walls, under floors or in ceilings. Power cords attached to appliances or components, or temporary power cords such as extension cords, will not be substituted for the fixed wiring of a structure.
5. **CUSTOMER DATA.** Customer hereby acknowledges and agrees that: (i) Customer is solely responsible for backing up data, software, documents, information and files (collectively, "Customer Data") stored on Customer's products, devices and equipment (including, without limitation, the Equipment and Customer's computers, tablets, mobile phones, DVD players, gaming consoles) prior to DNSLLC inspecting, handling or servicing any of Customer's products, devices and equipment; (ii) DNSLLC is not responsible for any loss, disclosure, alteration or corruption of any Customer Data, however caused; and (iii) Customer is responsible for removing all accessories and external media devices from Customer's products, devices and equipment prior to DNSLLC inspecting, handling or servicing any of Customer's products, devices and equipment.
6. **REFURBISHED EQUIPMENT; REPLACEMENT COMPONENTS.** Customer hereby acknowledges and agrees that the Equipment may be refurbished, remanufactured and/or reconditioned equipment. Customer hereby further acknowledges and agrees that, in the event that the Services include DNSLLC replacing one (1) or more components of any of Customer's products, devices and/or equipment (e.g., a mobile phone screen or a mobile phone battery), then Customer irrevocably assigns to DNSLLC any and all rights and interests in and to such replaced components.
7. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY SECTION 1 ABOVE OR BY APPLICABLE LAW, DNSLLC DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE SERVICES OR THE EQUIPMENT); ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. CUSTOMER HEREBY AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE EQUIPMENT CONCERNING ANY QUESTIONS, CONCERNS, COMPLAINTS OR CLAIMS REGARDING THE EQUIPMENT.
8. **DAMAGES LIMITATION.** IN THE EVENT THAT DNSLLC IS DETERMINED TO BE LIABLE TO CUSTOMER, THEN DNSLLC WILL BE LIABLE TO CUSTOMER ONLY FOR CUSTOMER'S DIRECT DAMAGES AND IN NO EVENT WILL DNSLLC BE LIABLE TO CUSTOMER FOR AN AMOUNT IN EXCESS OF THE PRICES, FEES AND CHARGES PAID BY CUSTOMER TO DNSLLC. DNSLLC WILL HAVE NO LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

- 9. THIRD-PARTY WARRANTIES.** CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT, IN THE EVENT THAT CUSTOMER REQUESTS DNSLLC TO PERFORM SERVICES IN CONNECTION WITH ANY PRODUCTS, DEVICES AND/OR EQUIPMENT (WHETHER OR NOT SUCH PRODUCTS, DEVICES AND/OR EQUIPMENT WERE DELIVERED BY DNSLLC TO CUSTOMER IN CONNECTION WITH THIS SERVICE AGREEMENT), THEN SUCH SERVICES MAY VOID OR OTHERWISE LIMIT OR ADVERSELY AFFECT CUSTOMER'S RIGHTS PURSUANT TO WARRANTIES THAT APPLY TO SUCH PRODUCTS, DEVICES AND/OR EQUIPMENT.
- 10. RELEASE.** Customer hereby indemnifies, releases and holds the Released Parties (as that term is defined below) harmless from and against any and all damages, losses and expenses of any nature whatsoever arising out of, relating to or in connection with: (i) the Services, including, without limitation, damages, losses and expenses arising out of, relating to or in connection with the installation of Equipment or the service of products, devices and/or equipment (e.g., the voiding of warranties that apply to such products, devices and/or equipment); (ii) the Equipment; (iii) the use of the Equipment; and/or (iv) Customer's breach of any of the terms and conditions of this Service Agreement. "Released Parties" means DNSLLC, DNSLLC's past and present affiliates (including, without limitation, DISH Network Corporation and its direct and indirect subsidiaries and EchoStar Corporation and its direct and indirect subsidiaries), DNSLLC's third-party vendors and billing representatives, and the predecessors, successors and assigns of all of the foregoing persons and entities, and the past and present officers, directors, employees, partners, agents, attorneys, shareholders and legal representatives of all of the foregoing persons and entities.
- 11. SERVICE INTERRUPTIONS.** Customer hereby acknowledges and agrees that none of the Released Parties is liable or responsible in any way whatsoever for service interruptions that result from or relate to: (i) circumstances beyond their reasonable control, such as acts of God, weather conditions and power failures; and/or (ii) services provided by third parties, including, but not limited to, Customer's internet service provider and wireless carrier.
- 12. COLLECTIONS.** Customer hereby authorizes the Released Parties to report any payment defaults by Customer to credit reporting agencies. Under the Fair Credit Reporting Act, Customer has the right to notify DISH Network if he/she/it believes we have reported inaccurate information about Customer's account to any credit reporting agency. Please include in any such notice Customer's name, current address, Social Security number, telephone number, account number and type of account, and the specific item of dispute and why Customer believes the information reported is in error. Such notice should be sent to DISH Network Customer Service Center, Attn: Privacy, P.O. Box 9033, Littleton, CO 80160.
- 13. CONTACT INFORMATION.** In the event that you have any questions, then 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 Equipment and Services by calling 800- 333DISH (3474).

**CUSTOMER CONTACT INFORMATION**

**Signature:** \_\_\_\_\_

*By signing above, you authorize DNSLLC, DNSLLC's affiliates and/or any debt collection agency and/or debt collection attorney hired by DNSLLC or DNSLLC's affiliates, to contact you by phone, email, sms, or other channels regarding your account or to recover any unpaid portion of your obligation to DNSLLC or DNSLLC's affiliates, 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 DNSLLC or DNSLLC's affiliates. You understand that you do not need to provide a cellular phone number to receive services from DNSLLC or DNSLLC's affiliates.*

**NOTICE OF CANCELLATION**

Date of Transaction: \_\_\_\_\_

**You may cancel any transaction where goods or services were sold to you in person\* without any penalty or obligation, within three business days from the above date of the transaction (if you are a California resident and are sixty-five (65) years of age or older, then you may cancel within five business days from the above date of the transaction<sup>1</sup>). Please contact us before such time if you have any questions.**

If you cancel this transaction, you must return any goods received in connection with the transaction you wish to cancel. Returns must be made in accordance with DISH's instructions regarding the return shipment of such good(s). Please contact DISH at (800) 333-3474 for instructions on your return shipment. DISH assumes all expense and risk related to the return of the good(s).

If your cancellation requires the return of any goods, your refund will occur only after DISH receives the applicable good(s) in an undamaged condition. Upon receipt of the applicable good(s) by DISH, any security interest arising out of the transaction will be canceled. If your transaction did not involve the receipt of any goods requiring return, any payments made by you under the cancelled transaction will be refunded to you within 10 business days following receipt by DISH of your cancellation notice.

If you fail to return the good(s) in an undamaged condition to DISH within 30 days, then you remain liable for the cost of the unreturned good(s) until received by DISH.

To cancel this transaction, you must either call DISH at (800) 333-3474, or mail or deliver a signed and dated copy of this cancellation notice, or any other written notice by no later than midnight three business days (five business days if you are a California resident and are sixty-five (65) years of age or older) from the date of transaction (in the case of mail with the postmark sufficing as proof of timeliness) to DISH Network L.L.C., at:

**DISH NETWORK L.L.C.  
PO BOX 9033  
Littleton, CO 80160-9033**

I hereby cancel this transaction.

**Customer Name(s):** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Account #:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Brief description of canceled transaction (optional)(to assist in matching you and your transaction): \_\_\_\_\_

\*\*\*None of the terms and conditions in the attached Agreement shall be construed as a waiver of your rights under this Notice of Cancellation.

*\*Nothing in this notice shall be construed to allow you to cancel any existing contract entered into prior to the date of this transaction. To cancel any additional agreements, please refer to the applicable agreement and/or Terms and Conditions associated with such goods/services.*

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<sup>1</sup> See California Civil Code § 1689.6.  
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