



Neighborhood Value Commitment Plan

This agreement (“**Agreement**”) sets forth the terms and conditions of the Neighborhood Value Commitment 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 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.

DISH Charges: These include the **monthly receiver fee(s)** listed below as applicable based on your Leased Equipment and a monthly expanded access fee of **\$15**. If you elect to add local programming to your service, a monthly local programming fee of **\$14** will apply. If you elect to upgrade your programming package, a **monthly fee calculated as the difference between the monthly retail price of the upgraded programming package and the monthly retail price of the AT120 programming package** will apply.

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); 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**; Super Joey, 4K Joey, Wally, Joey, Wireless Joey, Hopper, and Hopper Plus, **up to \$100**; Hopper Duo, **\$150**; Hopper with Sling, **\$300**; and Hopper 3, **\$350**. 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 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 unless otherwise prohibited by law, (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 proceed with this transaction until you have read the entire Agreement (including, without limitation, the RCA).

By proceeding with this transaction, 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. 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 accept the terms of 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.

Subscriber Eligibility: Only 1 participant per household. This offer may not be combined with any other offer. This offer is limited to residents of a Shared DISH MDU Property (as defined below) that receives DISH Fiber and who are: (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 (other than from a Shared Dish MDU Property during the 60-day

period prior to activation under this plan (collectively, “**Qualified Residents**”). Notwithstanding the foregoing, no Qualified Resident is eligible for this plan unless such Qualified Resident: (a) resides in the continental United States, Alaska, or Hawaii; and (b) provides DISH with a valid Qualifying Card. DISH will determine eligibility and may deny eligibility for any reason. You may cancel your DISH service at any time. “**Shared Dish MDU Property**” means a dormitory, apartment building, condominium complex, retirement community or other type of multifamily living establishment that affords residents living quarters and has a central master antenna system used for distribution of programming and/or other DISH services.

Required Minimum Programming Packages: You must subscribe at all times to 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.

Programming Package
AT120
\$0

Installation: Installation of Leased Equipment under the Neighborhood Value Commitment plan is intended for self-installation and set-up and does not include professional installation. YOU ARE SOLELY RESPONSIBLE FOR (A) INSTALLING ANY AND ALL LEASED EQUIPMENT (INCLUDING, WITHOUT LIMITATION, RECEIVER(S), SMART CARD(S), REMOTE CONTROL(S) AND LNBF(S)); (B) 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; AND (C) THE FOREGOING DOES NOT RELIEVE YOU OF ANY OF YOUR OBLIGATIONS PURSUANT TO THIS AGREEMENT. You may request professional installation from DISH for a cost of **\$95**, unless DISH otherwise determines, in its discretion, that you are eligible for no cost professional installation. 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.

Receivers: “**Solo**” receivers support 1 TV and contain 1 tuner. 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.

Prices, Fees, Charges and Payments: You agree to pay monthly by the payment due date for the programming package you select and for all other applicable prices, fees and charges. These include a monthly expanded access fee of **\$15**. If you elect to receive local channel offerings through DISH, you agree to a monthly local programming fee of **\$14**. **If you elect to upgrade from the AT120 programming package, you agree to pay the difference between the retail price of the upgraded programming package and the retail price of the AT120 programming package.** State and local taxes and/or reimbursement charges may apply as set forth in the RCA. If applicable, you agree to pay the following one-time lease upgrade fees: LNBF, **\$49**; Wireless Access Point, Super Joey, 4K Joey, Wally, Joey, Wireless Joey, Hopper, and Hopper Plus, **up to \$100**, (if available in DISH’s discretion); Hopper Duo, **\$150**, (if available in DISH’s discretion); Hopper with Sling, **\$300**, (if available in DISH’s discretion); and Hopper 3, **\$350**, (if available in DISH’s discretion). 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 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 based on your Leased Equipment:

<u>Monthly Fees</u>	<u>Fee Amount</u>
DVR Service and Hopper Receiver Fees	
Hopper Duo	\$10.00/mo.
Hopper, Hopper with Sling and Hopper 3	\$15.00/mo.
Other Receiver Fee(s)*	
Non-DVR First Receiver Fee	\$7.00/mo.
Each Joey, Wireless Joey, 4K Joey and Wally	\$7.00/mo.
Each Super Joey	\$10.00/mo.

*If you receive additional receivers, the receiver with the highest associated fee will be deemed activated prior to all other receivers on your account.

Suspension of Service: DISH will determine your eligibility for participation in DISH Pause or any other program that allows you to temporarily suspend your DISH service 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 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 \$20.00 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 1-866-794-6166 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.

PLEASE READ THIS IMPORTANT INFORMATION

QUALIFYING CARD AUTHORIZATION

*By proceeding with this transaction, you authorize DISH to charge, and/or place a hold with respect to all monthly fees due, Box Return 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 your acceptance of this Agreement as your authorization and may pay the Authorized Amounts without DISH’s submitting a signed receipt. Payment of any fees or 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 accept this Authorization.*

ADDITIONAL AUTHORIZATION

By proceeding with this transaction, you authorize DISH, and/or any debt collection agency and/or debt collection attorney hired by DISH, to contact you by phone, email, sms, or other channels 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.