



## **DTC Communications TV Service Agreement**

### **Terms & Conditions**

For the purpose of this agreement, the customer agreeing to the terms and conditions of this agreement will be referred to as the SUBSCRIBER, and DTC Communications, the TV Service Provider, shall be referred to as the SELLER.

TV Service is granted based on local, state and federal laws and SELLER's Acceptable Use Policy.

### **Please choose the term and initial:**

1 Year Agreement: SUBSCRIBERS agreeing to the terms of the one year agreement will be charged the set-up fee of \$100. The terms of this agreement shall be for one year of service.

2 Year Agreement: SUBSCRIBERS agreeing to the terms of the two year agreement will waive the set-up fee of \$200. The terms of this agreement shall be for twenty-four consecutive months of service.

No commitment (up to 3 TVs): SUBSCRIBERS will be charged a set-up fee of \$200. There are no terms to this agreement.

### **Please initial the following:**

SUBSCRIBER who cancels service prior to completing the term of the agreement, will incur the cost of equipment provided by SELLER. Termination shall not prevent SELLER from collection of unpaid statements.

If the SUBSCRIBER disconnects before the term of the agreement, SUBSCRIBER will be subject to the termination charge of \$200 for a 2 year Agreement and \$100 for a 1 Year Agreement to recover the set-up fee.

If the SUBSCRIBER disconnects before the term of the agreement, SUBSCRIBER will be subject to repay any credits given for a promotion.

### **Installation**

SELLER will provide inside wiring for 1 hard wired and up to two wireless TV locations. If necessary, DTC will wire additional locations or wireless locations for \$65/hour. Installation dates and times will be determined by SELLER. SUBSCRIBER is required to be present for installation.

### **Service Details**

If SELLER is called to SUBSCRIBER's site and it is determined that the problem is other than SELLER's TV service, the SUBSCRIBER will be \$65/hour, with a minimum of one hour and pro-rated for each additional half hour increment. SELLER-provided equipment is under limited



warranty by the manufacturer. SELLER is not responsible for equipment purchased/installed by the SUBSCRIBER.

**Subscriber Rights**

SUBSCRIBER has the right to terminate this agreement in writing in the event that SELLER fails to perform or observe conditions under this agreement within 30 days after receiving written notice of the default. If with diligence and in good faith, repairs cannot be made in thirty days, SELLER shall have reasonable, additional time not to exceed 90 days to make amends. If SUBSCRIBER cancels, suspends or defers any order for services under this agreement after SELLER has begun efforts to repair service, SUBSCRIBER shall pay all related fees and costs reasonable incurred by SELLER for the initial term of this agreement.

In the event action arising out of or related to the Agreement, including claims for non-payment for amounts owed, DeKalb County, Tennessee shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws of the State of Tennessee. This agreement supersedes any previous agreements, verbal or written. Periodic amendments to this agreement will be issued as warranted.

Customer's Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_