

Douglas County Digital TV Set-Top Box Rental Options:



Please select from the set-Top Boxes below.

Every TV set in your home will require a set-top box. You may choose more than one type of box.

HD - High Definition	Total Quantity: _____	Digital/HD - 6.50 per month, per box (includes remote control) Set-top box replacement fee is \$117.72
DVR - HD Up to 15 hours of HD only recording. Up to 40 hours with a mix of HD and Standard Definition Recording.	Total Quantity: _____	DVR - Digital & HDTV - 12.00 per month, per box (includes remote control) Set-top box replacement fee \$231.65

Digital Set-Top Box Rental Agreement:

Parties: This document is to serve as a rental agreement between: **LocalTel Communications** and **Customer** listed above. This will be an ongoing rental agreement subject to the terms and conditions contained herein. Customer agrees to rent the equipment which will be specified below, when the provisioning is completed and equipment is delivered to the customer.

Terms: This rental agreement will be ongoing and continue for an indefinite time period, until customer has either: **a)** Returned the equipment listed below, or **b)** Customer's Digital Cable TV service with LocalTel Communications has been canceled, for any reason. Customer authorizes LocalTel Communications to initiate credit card or direct debit to my account listed above and to charge or debit the above listed account the amount due on my LocalTel Monthly Statement each and every month. **Customer Initials:** _____

Equipment not returned: If for any reason the customers Digital Cable TV service with LocalTel is canceled, the customer will have 14 days from the date the service is canceled, to return, in good and working condition, the rented equipment which will be specified below at the time of provisioning. Should the customer not return the equipment listed within said 14 day period, customer hereby grants LocalTel Communication the right to charge customers credit/debit card or ACH Auto-pay account or bill the customer for the replacement value specified above for the rented equipment. Failure to pay for equipment that is not returned will result in being sent to collections.

Customer Initials: _____

Payment: Payments will be due each month by the date shown on customers LocalTel Communications statement. Customer agrees to authorize Automatic Credit/Debit Card or ACH Checking/Savings Payments for any and all charges due LocalTel Communications on this account. Customer acknowledges that cancellation of Credit/Debit Card account or ACH Checking/Savings account without reasonable notice to LocalTel Communications will result in a breach of this agreement and may result in late fees, interest and/or collection fees as described in the LocalTel Credit Policy.

Equipment: The rented equipment is and shall remain the sole and exclusive property of LocalTel Communications unless equipment is purchased according to the terms and conditions contained herein. Customer agrees not to remove or cover the identification tag or nameplate on the equipment showing LocalTel Communications ownership. Customer also agrees not to open, modify, add too or damage equipment in any way without written permission of LocalTel Communications. Should customer open, modify, add too or damage said equipment, customer acknowledges that LocalTel Communications may require customer to purchase said equipment at a reasonable price.

Use of Equipment: Customer will be responsible for the use, maintenance, upkeep, general repair of any and all items covered by this agreement. Customer will not lease, rent, loan or permit to use said equipment to any person's, firms or corporations. LocalTel shall be responsible for the warranty and reasonable repair of said equipment that may be caused by normal wear and tear of said equipment. In the event the equipment is damaged while in the possession of a customer, customer agrees to be responsible for any cost of reasonable repair required by LocalTel to return said equipment to a normal working condition.

Revocation of Equipment: LocalTel reserves the right to revoke equipment at any time for any reason. Should LocalTel revoke the equipment LocalTel agrees to give customer a 14 day notice of such revocation.

Replacement: Customer acknowledges that LocalTel has sole discretion to decide whether or not to replace or repair a defective or non working piece of equipment. Should LocalTel decide to replace said defective equipment, LocalTel is free to choose a suitable replacement of equal working features that may include a new, used or refurbished piece of equipment.

DVR Hard Drive Content: Should the equipment be returned, repaired, or upgraded; LocalTel does not guarantee the content recorded on the hard drive will not be deleted or corrupted. Nor shall LocalTel guarantee the content on the hard-drive may from time to time be corrupted or deleted by operating system software or equipment malfunction.

Warranties: LocalTel is responsible for any and all warranties, agreements or representations, if any, which may be made by the equipment manufactures of said equipment contained herein.

Attorney Fees: Customer expressly agrees to pay all reasonable attorney fees and costs incurred by LocalTel in protecting it rights or property under this agreement or in any action taken against the customer for a breach to this agreement.

Acceptance: If the customer returns the said equipment, the acceptance of the rented equipment is not a waiver by LocalTel of any claims that it may have against the customer should the equipment be damaged and LocalTel has to restore the equipment to good and working condition.

Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Entire Agreement: This agreement constitutes the entire agreement between the parties herein. Except as provided herein, any provisions added, altered or varied may only be done so in writing, signed and made part hereof by authorized officers for both parties.

Signature: _____ **Printed Name:** _____ **Date:** _____

* TV channel locations, programming, packaging & content are subject to change at any time.