



DISH'n It Up Promotion Agreement

(Promo Code: _____)

Retailer Information: (name) _____ (OE) _____ (phone) _____ (agreement) _____

CUSTOMER: Thank you for choosing DISH Network. This agreement (the "Agreement") sets forth the terms and conditions of the DISH'n It Up promotion. Additional terms and conditions of service are contained in the Residential Customer Agreement provided to you in your receiver User's Guide. BY SIGNING BELOW YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH ON ITS SECOND PAGE, AND THE RESIDENTIAL CUSTOMER AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE, AND THAT THE FOLLOWING TERMS WERE DISCLOSED TO YOU PRIOR TO LEASE: 1) all receivers, smart cards, and remote controls provided to you under this Agreement remain the property of DISH Network at all times and you agree that within 15 days of termination, downgrade, or disconnection of service as described below, you will return all such equipment or pay the applicable unreturned equipment charges set forth below; 2) you must purchase America's Top 60 (currently \$26.99/mo. or \$31.99 with local network channels where available), DISH Latino (currently \$24.99/mo. or \$29.99 with local network channels where available), or Great Wall TV Package (currently \$29.99/mo. or \$34.99 with local network channels where available) as your minimum subscription level at all times; 3) programming payments are non-refundable; 4) a non-refundable installation fee of up to \$99.00 plus applicable sales taxes will be assessed at or prior to installation; and 5) a non-refundable \$49.00 lease upgrade fee (if applicable) for the model 522 receiver plus applicable sales taxes will be assessed at or prior to installation. If you are a subscriber to the DISH Home Protection Plan (or a subscriber to the Digital Home Plan with the In-Home Service Plan) and are not leasing a model 522 receiver under this promotion, the non-refundable installation fee will be reduced to \$29.99. **IN THE EVENT THAT YOU DID NOT RECEIVE THE SECOND PAGE OF THIS AGREEMENT, DO NOT SIGN THIS AGREEMENT. IF YOU CHANGE YOUR RESIDENCE, YOU ARE STILL BOUND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. WE RESERVE THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME, INCLUDING WITHOUT LIMITATION, DURING ANY TERM COMMITMENT PERIOD TO WHICH YOU HAVE AGREED.**

Customer Name: _____ **Customer Signature:** x _____
Phone: _____ **Date:** _____
Street Address: _____ **Account # (8255)** _____
City: _____ **State:** _____ **Zip:** _____ **County:** _____

TERMS AND CONDITIONS

General Terms. This promotion offers eligible existing residential DISH Network subscribers the opportunity to exchange equipment and/or select additional equipment (in each case subject to the terms and conditions of this Agreement, including without limitation, the equipment limitations). This promotion allows you to use the satellite receiver(s), smart card(s) and remote control(s) you select (collectively, the "Receiver(s)") while you remain an active DISH Network customer in good standing and in compliance with this Agreement. This Agreement applies to the DISH'n It Up Promotion only and does not replace or change any prior written agreement between you and DISH Network. Any such agreement remains in full force and effect. If you return a currently activated DISH Network receiver owned by you in exchange for a receiver provided under this promotion, you will receive a \$25 credit on your account. This credit will be applied after the receiver you are returning has been received and processed by DISH Network. Upon notification to DISH Network that you intend to exchange a Receiver(s) owned by you and deactivation of such Receiver(s), DISH Network will send you a postage pre-paid box(es) in which to ship the Receiver(s) back to DISH Network. Returning Receiver(s) is your responsibility. In order to be eligible for the \$25 credit for exchange of an owned Receiver(s), such Receiver(s) must be received by DISH Network within 45 days of deactivation. If you return a Receiver previously leased by you in exchange for a Receiver provided under this promotion, you must return the previously-leased Receiver directly to DISH Network. No credits will be issued for an exchange of a previously-leased Receiver.

Eligibility. This offer is limited to existing residential DISH Network customers who: (1) reside in the continental United States or Hawaii; (2) provide DISH Network with a valid major credit card number issued to the customer who signs this Agreement; and (3) receive credit approval. Standard professional installation of up to two tuners is included. In certain installations, additional equipment may be required and additional fees may apply. Maximum of four total leased tuners per account. Maximum of one leased model 522 receiver per account. Maximum of two leased model 811 receivers per account. Limits include previously leased equipment. Only one participant is allowed per household. Participation is limited to one DISH'n It Up transaction in any twelve (12) month period. DISH Network shall determine eligibility for participation, including without limitation, the number of receivers to be provided, in its sole discretion and reserves the right to deny eligibility for any reason.

Programming. A minimum programming package of America's Top 60, DISH Latino, or Great Wall TV Package is required at all times.

Monthly Fees and Payments. You agree to make a monthly payment to DISH Network by the payment due date for the programming you select and for the following fees as applicable depending on the equipment you select: **Equipment Rental Fee:** A monthly \$5.00 equipment rental fee will be charged to your account for each Receiver added to your account (or exchanged for a Receiver you owned) under this promotion; **DISH Network DVR Service Fee:** A \$4.98 per month DISH Network DVR service fee will be charged to your account for each model 510 or 522 receiver. This fee will be waived if you subscribe to America's "Everything" Pak or the Latino "Everything" Pak; **Additional Outlet Programming Access Fee:** A \$4.99 per month additional outlet programming access fee will be charged to your account for each dual tuner receiver (model 522). This fee will be waived on a monthly basis for each such receiver that DISH Network confirms has been continuously connected to your same land-based phone line. DISH Network's confirmation process shall be the sole method utilized to determine if your additional outlet programming access fee(s) will be waived. The installation fee and the lease upgrade fee are not deposits and are non-refundable. Other fees may apply as set forth in the Residential Customer Agreement.

Unreturned Equipment Charges. The satellite receivers, smart cards, and remote controls provided by DISH Network pursuant to this Agreement are the property of DISH Network at all times and must be returned to DISH Network if you elect to terminate this Agreement or downgrade your programming below the required minimum programming package of America's Top 60, DISH Latino, or Great Wall TV Package, or your service is otherwise disconnected for any reason at any time. Immediately following such termination, downgrade, or disconnection, you agree to call DISH Network at 1-888-220-3474 to receive a return authorization number and delivery instructions for the return of all such satellite receivers, smart cards, and remote controls. WITHIN 15 DAYS OF SUCH TERMINATION, DOWNGRADE, OR DISCONNECTION, YOU AGREE TO RETURN ALL SUCH SATELLITE RECEIVERS, SMART CARDS, AND REMOTE CONTROLS IN GOOD OPERATING CONDITION, NORMAL WEAR AND TEAR EXCEPTED, TO DISH NETWORK. You are responsible for and shall bear all costs and expenses to return such satellite receivers, smart cards, and remote controls. If you fail to return the satellite receivers, smart cards, and remote controls as set forth herein you agree to pay, and we will automatically charge to your DISH Network account or your Credit Card (as defined below), at our option, an unreturned equipment charge for each item (i.e., per each corresponding receiver, smart card, and remote control set) not returned in full as follows (in each case and collectively, the "Unreturned Equipment Charge"):

Model 522 receiver	\$300
Model 510 or 811 receiver	\$200
Model 301 or 311 receiver	\$100

Collection of Fees/Credit Card Authorization. You hereby authorize DISH Network to charge, and/or place a hold with respect to, any and all cancellation fee(s) and unreturned equipment fee(s) owing under this Agreement (collectively, the "Authorized Amounts"), to your credit card or debit card that you initially provided to DISH Network and/or to any other credit card or debit card of yours that you provide to make payments to DISH Network (the "Credit Card"), authorize the issuer of the Credit Card to pay the Authorized Amounts without DISH Network submitting a signed receipt, and agree that this Agreement is to be accepted as such authorization. You authorize DISH Network to continue to attempt to charge, and/or place holds with respect to, the Authorized Amounts, or any portion thereof, to the Credit Card until such amounts are paid in full. You acknowledge and agree that DISH Network shall have no liability whatsoever for any non-sufficient funds, rejected debit, or other charges incurred by you as a result of such attempts to charge, and/or place holds on, the Credit Card. Payment of a cancellation fee shall not relieve you of your obligation to pay all unpaid charges on your account. In the event that you are enrolled or later enroll in DISH Network's Credit Card AutoPay ("CCA") or Electronic Funds Transfer ("EFT") payment programs, you agree that the Authorized Amounts and any and all monthly programming, pay-per-view, and other similar and related charges and other amounts owing under this Agreement or the Residential Customer Agreement may be charged to the credit card or account provided by you to DISH Network pursuant to such CCA or EFT program.

Contact Information. You may reach DISH Network by e-mail at feedback@customermail.dishnetwork.com, or write us at DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address.