



# Peoples Services, LLC Residential TV Service Agreement

### **Presubscription Disclaimer:**

*I understand that this document represents a presubscription agreement and I am committing to sign up and receive service (TV and/or Internet) from Peoples Services, LLC when it is available in my area. Billing for services (TV and/or Internet) will not start until agreed upon service(s) are installed at my home. Payment for equipment and installation may be applied at time of service installation. Construction fee of \$\_\_\_\_\_ may be charged and must be paid upfront prior to receiving service, unless waived.*

\_\_\_\_\_ initial

By signing this Service Agreement for television and internet services (“Services”) provided by Peoples Services, LLC (“Peoples”) or its affiliates, you agree to the following terms and conditions of service.

**1. Subscription.** You are subscribing to the Services marked below.

**Television Service**       **Television with Internet Service<sup>1</sup>**

**2. Payment.** You agree to pay for all Services provided to you by Peoples including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided, and all applicable local, state, or federal fees, taxes, and surcharges. Monthly recurring charges are billed in advance and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by the date specified on the billing statement for each period.

**3. Television Agreement.** You agree to pay for 24 consecutive months of service at \$37.99 or greater programming package.

**4. Late/Other Charges.** We may impose an administrative late fee for any charges not paid when due. If Service is disconnected, we may impose a reconnect charge, security deposit, or both, in addition to any outstanding balance, including late charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to \$30. If you have not paid amounts due within 30 days of the due date, and we use the services of a collection agency, attorney, or both to collect amounts due, you agree to pay to Peoples, in addition to other amounts due, all reasonable agency and attorney’s fees that we incur, including without limitation, court costs.

**5. Ownership of Equipment.** “Equipment” includes all equipment installed in or on your premises by Peoples including, without limitation, set-top boxes, wiring, remote controls, modems, and residential gateways. The Equipment remains our sole and exclusive property.

**6. Tampering/Misuse/Lost/Stolen.** You must not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove any markings or labels from the Equipment. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost, or stolen while in your possession, you are liable for the repair or replacement costs.

**7. Termination of Service.** Upon termination of Service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Peoples. If you fail to return any Equipment, you must pay Peoples the replacement cost of the Equipment.

**8. Changes in Service and Charges.** We may change our Services and charges, including deleting Services. We will give you reasonable prior notice of increases or other changes in charges or Services in conformity with applicable law. The content, programs, and formats of the Services may be discontinued, modified, or changed by the owners of the services at any time without prior notice.

**9. Transfer of Account or Change of Residence.** You may not assign or transfer your obligations or rights related to Services, including to a new address, without our written consent.

**10. Theft of Service.** The receipt of Services without our authorization is a crime. The law prohibits: (a) theft or unauthorized reception of cable programming; (b) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for unauthorized use); and (c) willful damage, alteration, or destruction of Equipment. You can be subject to both civil and criminal penalties for this conduct.

<sup>1</sup> Internet is a separate service agreement.



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- 11. Service and Repairs.** We will make reasonable efforts to maintain our network and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you are liable for the repair or replacement costs.
- 12. Access on Premises.** You grant Peoples a permanent easement on your premises to construct, install, maintain, inspect, replace, or disconnect our outlets, transmission lines, and all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have obtained the consent of the owner of the premises for Peoples to perform the work contemplated by this Agreement.
- 13. Customer’s Equipment.** We are not responsible for the operation, maintenance, or repair of any equipment or devices owned by you, including without limitation televisions, audio receivers, set-top boxes, computers, or tablets.
- 14. Service Interruptions.** If you lose Service for 24 consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for a credit, you must request it within 30 days of the failure. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. We assume no liability for any substitution, discontinuation, or modification of any programming.
- 15. Termination by Customer.** We request that you keep our Services for a minimum of 15 days from the date you sign this agreement. You are **liable** for all Services rendered by Peoples up to the time the account has been de-activated and we have received all Equipment. *There will be no refund of any drop related charges if incurred.*
- 16. Service Agreement Cancellation.** Peoples may charge you a pro-rated fee of up to \$240 for early termination of 24 month service contract. Fee will be determined by the number of months left for agreement fulfillment.
- 17. Installation of Equipment Cancellation Fee.** An Installation of equipment cancellation fee may be assessed if service is cancelled after 15 days and or prior to expiration of Agreement.
- 18. Compliance with Policies, Agreement.** We reserve the right to suspend performance or terminate Service for the breach of any provision of this agreement or our policies related to the Services, including without limitation our Acceptable Use Policy.
- 19. Amendment.** We may amend these terms and conditions, on a prospective basis, upon reasonable written notice to you. We may amend our policies related to the Services or establish new policies at any time.
- 20. Notifications.** You acknowledge receipt of a Cable Privacy Notification as required by federal law.
- 21. Customer Warranties.** You represent and warrant that you are at least 18 years old and authorized to enter into this Agreement. You warrant that you are legally empowered to authorize Peoples to enter your premises to (a) place transmission lines on the property, including an above ground pedestal, if necessary; (b) attach wiring and Equipment to the structure; and (c) install, maintain, repair, or disconnect Service.
- 22. Warranty Disclaimer; Limitation on Damages.** Our Service is provided on an “as is” and “as available” basis. The Service is provided without warranties of any kind, either express or implied, including without limitation warranties of title or non-infringement. All warranties are hereby expressly disclaimed. No statement, advice, or information given by Peoples, our officers, employees, agents, affiliates, or contractors, or their respective employees, creates a warranty. We do not warrant that the Services will be uninterrupted or error free.
- 23. Customer Indemnification.** You are responsible for and will defend, indemnify, and hold harmless Peoples Services, LLC and its officers, employees, agents, affiliates, contractors, and suppliers for any damages, losses, or expenses (including without limitation, reasonable attorney’s fees) incurred by Peoples in connection with any claims, suits, judgments, and causes of action arising out of (a) your use of any Service or Equipment; (b) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights arising from your use of the Service; and (c) your breach of any provision of this Agreement or our policies related to the Services.

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

Printed Name: \_\_\_\_\_

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

Witnessed by: \_\_\_\_\_

Peoples Representative



# Peoples Services, LLC

## Residential TV Service Agreement

### Peoples Programming

**Choose Package:** *pricing with 24 month agreement*

| <b>Packages</b>     | <b>with Internet</b> | <b>without Internet</b> | <b>Non-Agreement Pricing<sup>1</sup></b> |
|---------------------|----------------------|-------------------------|--|
| Lifeline/Local Tier | \$37.99              | \$57.99                 |  |
| Basic Tier          | \$79.99              | \$99.99                 |  |
| Expanded Basic Tier | \$89.99              | \$109.99                |  |

**Add:**

- HD Enablement-\$5** per household
- Hispanic Channels-\$5** per household

**Add Premiums:** *Must have Minimum "Basic" Tier*

- HBO/Cinemax** – Number of Receivers \_\_\_\_\_ \*      **\$29.00**
  - HBO** – Number of Receivers \_\_\_\_\_ \*      **\$22.99**
  - Cinemax** – Number of Receivers \_\_\_\_\_ \*      **\$8.50**
- Showtime/TMC/Flix**      **\$19.60**
- Flix – Ala Carte**      **\$4.32**
- Starz/Starz Encore Movie Pack**      **\$20.04**
  - Starz Movie Pack**      **\$14.15**
  - Starz Encore Movie Pack**      **\$ 8.72**

### Equipment

- Standard Receiver Box-\$8 per box**      \_\_\_\_\_Number of Receivers
- DVR Receiver-\$12 per box**      \_\_\_\_\_Number of Receivers

**Customer provided UPS or surge protected power strip?**      \_\_\_\_\_Yes      \_\_\_\_\_No

**Wireless access points required?**

**Surge-protected power strips or battery back-ups may be purchased for an additional cost.**

Customer Initials: \_\_\_\_\_

CSR Initials: \_\_\_\_\_

<sup>1</sup> Prices subject to change with 30 days' notice. Additional fees for installation and equipment may apply.

\* Pricing for receipt of service on first receiver-each additional receiver is \$3 each.