



Digital Home Advantage Promotion Agreement

(Promo Code: _____)

Retailer Information: (name) _____	(OE) _____	(phone) _____	(agreement) _____
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CUSTOMER: Thank you for choosing DISH Network. This agreement (the "Agreement") sets forth the terms and conditions of the Digital Home Advantage promotion. Additional terms and conditions of service are contained in the Residential Customer Agreement provided to you in your receiver User's Guide and made available at www.dishnetwork.com. 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 equipment provided to you under this Agreement remains the property of DISH Network at all times and you agree that within fifteen (15) days of termination, downgrade, or disconnection of service as described below, you will return all such equipment to your original retailer or DISH Network or pay the applicable unreturned equipment charges set forth below; 2) you must purchase DishFAMILY (currently \$19.99/mo. or \$24.99/mo. with local network channels where available, in each case including rental of one receiver), America's Top 100 (currently \$29.99/mo. or \$34.99/mo. with local network channels where available, in each case including rental of one receiver), DishLATINO (currently \$24.99/mo. or \$29.99/mo. with local network channels where available, in each case including rental of one receiver), or Great Wall TV Package (currently \$29.99/mo. or \$34.99/mo. with local network channels where available, in each case including rental of one receiver) as your minimum subscription level at all times; 3) programming payments, the lease upgrade fee (if applicable) of up to \$99.00 for the second model 522 or 625 receiver, equipment rental fees, DISH Network DVR service fees, additional outlet programming access fees, HD enabling fees and any corresponding taxes and/or reimbursement charges are non-refundable; 4) whether a non-refundable activation fee of \$49.99 plus applicable sales taxes and/or reimbursement charges must be paid prior to installation; 5) whether you are eligible for local network channels by satellite, or a website or phone number to contact to determine if you are eligible for local network channels by satellite; and 6) if you elected the eighteen (18) month agreement option below, a prorated cancellation fee of \$240.00 will apply for early downgrade, termination, or disconnection of service as described below. **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 AGREEMENT PERIOD TO WHICH YOU HAVE AGREED.**

DISH Home Protection Plan ("DHPP"). DHPP is an optional service program that is currently priced at \$5.99 per month. DHPP is not currently available to subscribers who are billed by Southwestern Bell Video Service, Inc. (d/b/a AT&T Home Entertainment) for the DISH Network services provided under this Agreement and may not be made available to such subscribers in the future. DHPP includes: a) a priority technical service support telephone number available 24 hours per day/7 days per week; b) free shipping for repair or replacement of defective receiver equipment (including DVR and HD receivers); c) video cabling and power surge repairs to DISH Network equipment; d) discounted in-home service calls currently priced at \$29.00 (regularly \$99.00); and e) one free DISH Mover (if you relocate to an area where DISH Network programming is available, we will provide free standard professional installation of a new DISH 500 antenna (or a SuperDISH or DISH 1000 antenna where required for local channel packages or a 24-inch or larger DISH 300 antenna for residents of Hawaii and eligible locations within the Anchorage, Alaska metropolitan area) and your existing receivers). Please see www.dishnetwork.com or call 1-800-333-DISH for complete details.

Term Agreement Option and Cancellation Fee. If you would like to (i) receive a \$49.99 credit applied to your first bill, (ii) receive DHPP (if available to you at the time you sign this Agreement) at no additional cost, and/or (iii) be eligible to purchase DishDVR Advantage (currently \$49.99/mo. including local network channels; also requires enrollment in Dish Network's AutoPay payment program unless you are billed by a third party billing agent for the DISH Network services provided under this Agreement, you must agree to an eighteen (18) month agreement by initialing below. If you elect this option, DHPP (if available to you at the time you sign this Agreement) will be provided to you at no additional cost for the duration of the eighteen (18) month term. By initialing the eighteen-month agreement option, you agree to purchase DishFAMILY, America's Top 100, DishLATINO, or Great Wall TV Package as your minimum subscription level for eighteen (18) months from the date of initial activation ("Initial Term"). If after activation, but before the end of the Initial Term, you elect to terminate this Agreement or downgrade your programming below the required minimum programming package of DishFAMILY, America's Top 100, DishLATINO, or Great Wall TV Package, or your service is disconnected for any reason, and all programming and other fees and charges for the Initial Term have not been paid in full as of such termination, downgrade, or disconnection, you agree to pay, and we will automatically charge, a **cancellation fee** equal to \$13.33 multiplied by the number of months remaining in the Initial Term to your DISH Network account or your Credit Card as defined below, at our option. (If the eighteen (18) month agreement option is not initialed, you will be deemed to have declined a term agreement.) In the event that at any time during the Initial Term you are eligible to participate and participate in DISH Pause or any other program pursuant to which your DISH Network service may be temporarily suspended, you agree that the Initial Term shall automatically resume immediately following such suspension and that the last day of such Initial Term shall be extended for the number of days by which your DISH Network service was suspended. DISH Network shall determine eligibility for any such promotion in its sole discretion and reserves the right to deny eligibility for any reason. In the event that at any time you otherwise owe more than one (1) cancellation fee with respect to the same minimum programming package pursuant to this Agreement and any other agreement(s) between you and DISH Network, you agree that the terms and conditions applicable to the **cancellation fee** with respect to such minimum programming for which the greatest amount is then owing to DISH Network shall be controlling.

(Please provide customer initials in the applicable space below indicating the option selected.)

Declined Term Agreement Option: X _____ **Eighteen Month Agreement Option: X** _____

Primary Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R00 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Add'l Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R00 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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Customer Name: _____	Customer Signature: x _____
Phone: _____	Customer Printed Name: _____
Street Address: _____	Date: _____
City: _____	Account # _____
State: _____ Zip: _____	County: _____

ADDITIONAL TERMS AND CONDITIONS

General. This promotion offers eligible new, first-time residential DISH Network subscribers the opportunity to lease certain equipment and purchase certain services, subject to the terms and conditions of this Agreement and the Residential Customer Agreement.

Eligibility. Services and equipment must be ordered, installed, and activated between and including **February 1, 2007** and **May 31, 2007**. This offer is limited to new, first-time residential DISH Network subscribers who: (1) reside in the continental United States, Hawaii, or certain sections of the Anchorage, Alaska metropolitan area that have been determined by DISH Network in its sole discretion to be eligible locations under this promotion; (2) provide DISH Network with a valid major credit card number issued to the customer who signs this Agreement; (3) provide DISH Network with the Social Security number issued to the customer who signs this Agreement; and (4) receive credit approval. If you reside in Alaska, you represent and warrant that you have confirmed with your participating retailer that your residence is within an area that has been determined by DISH Network to be an eligible location under this promotion. Only one (1) participant is allowed per household. This offer may not be combined with any other offer. Standard professional installation of up to four (4) receivers to up to four (4) televisions, a Dish 500 antenna (or other applicable antenna as required for your location and/or the programming you have selected, in each case as determined by DISH Network in its sole discretion) and mounting hardware is included. In certain installations and/or in the event of certain programming purchases, additional equipment may be required and additional fees may apply. Maximum of four (4) total tuners per account. Maximum of two (2) ViP211 receivers per account. Maximum of two (2) model 522 or 625 receivers per account. Maximum of one (1) model ViP622 DVR receiver per account. DISH Network shall determine eligibility for participation, including without limitation the number and type 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 DishFAMILY, America's Top 100, DishLATINO, or Great Wall TV Package is required at all times. In the event you do not purchase the required minimum programming package, your service will be deactivated. Local network channels may be purchased if and where available for an additional \$5.00/mo.

Monthly Fees and Payments. You agree to make a monthly payment 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:** An equipment rental fee of \$6.00 per month (in the case of a model 411, ViP211, ViP222, or ViP622 DVR receiver) or \$5.00 per month (in all other cases) for the first receiver activated is included in the promotional base programming package price. An additional equipment rental fee of \$6.00 per month (in the case of a model 411, ViP211, ViP222 or ViP622 DVR receiver) or \$5.00 per month (in all other cases) will be charged to your account for each receiver activated beyond the first (for the purpose of determining the amount of this fee, model 411, ViP211 and ViP622 DVR receivers shall be deemed to be activated prior to all other receivers); **DISH Network DVR Service Fee:** A \$5.98 per month DISH Network DVR service fee will be charged to your account for each model 510, 522, 625, or ViP622 DVR receiver activated. This fee will not apply with respect to one (1) such receiver if you subscribe to DishDVR Advantage and will be waived if you subscribe to America's "Everything" Pak.; **Additional Outlet Programming Access Fee:** A \$5.00 per month additional outlet programming access fee will be charged to your account for each dual tuner receiver (models 322, 522, 625, ViP222, and ViP622 DVR) activated. 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; **HD Enabling Fee:** A \$6.00 per month HD enabling fee will be charged to your account if any model 411, ViP21, ViP222, or ViP622 DVR receiver is activated. This fee will be waived on a monthly basis if you subscribe to DishHD or Dish HD Package (only available for residents of Alaska and Hawaii). The lease upgrade fee of up to \$99.00 for the second model 522 or 625 receiver is not a deposit and is non-refundable. The \$49.99 activation fee (if applicable) is non-refundable but will be credited on your first account billing statement solely in the event that you agree to the eighteen month agreement option by initialing above where indicated. State and local taxes, or reimbursement charges for gross earnings taxes imposed on satellite providers for transmission of programming in some states, may apply. Other fees may apply as set forth in the Residential Customer Agreement. Different or other payment options may be applicable where billing is provided through a billing agent. All receivers selected by you within the first thirty (30) days of initial activation of your DISH Network account shall be treated as selected by you under this Agreement for all purposes, including, without limitation, with respect to ownership and unreturned equipment fees.

Unreturned Equipment Charges. This promotion allows you to use the satellite receiver(s), smart card(s) and remote control(s), low noise block converters with integrated feeds ("LNBFs"), and switches (if any) you select under this promotion while you remain an active customer in good standing and in compliance with this Agreement and the Residential Customer Agreement. All such equipment is owned by DISH Network at all times and must be returned if you elect to terminate this Agreement or downgrade your programming below required minimum programming package of DishFAMILY, America's Top 100, DishLATINO, or Great Wall TV Package, or your service is otherwise disconnected for any reason at any time. WITHIN FIFTEEN (15) DAYS OF SUCH TERMINATION, DOWNGRADE, OR DISCONNECTION, YOU AGREE TO RETURN ALL SUCH EQUIPMENT IN GOOD OPERATING CONDITION, NORMAL WEAR AND TEAR EXCEPTED, TO: (1) your original retailer (or DISH Network if no retailer was used) if such termination, downgrade, or disconnection occurs during the first 180 days after activation of programming, or (2) DISH Network if such termination, downgrade, or disconnection occurs after the first 180 days from the date of activation of programming. If such termination, downgrade, or disconnection occurs after the first 180 days, you agree to immediately call DISH Network at 1-888-220-3474 to receive a return authorization number and delivery instructions for the return of such equipment to DISH Network. You are responsible for and shall bear all costs and expenses to return such equipment. IF YOU DO NOT RETURN SUCH EQUIPMENT 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 NOT RETURNED AS FOLLOWS (in each case and collectively, the "Unreturned Equipment Charge"): model ViP622 DVR receiver, \$400.00; model ViP222, 625 or 522 receiver, \$300.00; model 322, 411, or ViP211 receiver, \$200.00; model 111, 381, 301, or 311 receiver, \$100.00; outdoor LNBF and quad switch, \$100.00.

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/check card that you initially provided to DISH Network and/or to any other credit card or debit/check 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 AutoPay ("AutoPay") 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, debit/check card, or account provided by you to DISH Network pursuant to such AutoPay or EFT program.

Billing Agents. We may enter into relationships with third parties to provide billing and other services on our behalf in which case the terms and condition of this Agreement shall apply to such third parties as applicable under the circumstances.

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.