

SUBSCRIBER AGREEMENT

606260

COMPANY: THE SATELLITE CENTER, INC., 7501 WOODSPOINT DRIVE, FLORENCE, KY. 41042-1546
(859) 282-2000 EXT. 102 OR 109 FAX: (859) 282-2001

SUBSCRIBER NAME (S) _____ SOC. SEC. NO. _____

APT# _____ COMPLEX _____ ADDRESS _____

HOME PHONE # _____ WORK PHONE # _____ TYPE OF SERVICE _____ NUMBER OF TV's _____

BILLING ADDRESS IF DIFFERENT FROM ABOVE _____

NAME AND TELEPHONE NUMBER OF RELATIVE NOT LIVING WITH YOU _____

IF TVS ARE NOT CABLE READY, DOES SUBSCRIBER WANT TO LEASE A NON-REMOTE CONVERTER BOX FROM COMPANY AT A \$10.00 ONE-TIME NON-REFUNDABLE CHARGE PLUS A \$45.00 REFUNDABLE DEPOSIT FOR A TOTAL OF \$55.00 PAYABLE AT TIME OF INSTALL? Yes _____ No _____

TERMS AND CONDITIONS

Company agrees to deliver service to Subscriber at the address designated. Subscriber agrees that all material and equipment delivered to and installed by Company on Subscriber's premises is and shall remain the property of Company except where noted. Subscriber agrees to pay, upon execution of this agreement, connection and service charges as listed on the reverse side. Subscriber also agrees to pay to Company, monthly in advance, service charges per the schedule on the reverse side, (or as amended) for service at subscriber's premises, and that on failure to pay said monthly sum, or any other breach of this contract, Company has the right to disconnect its service to Subscriber and/or enter Subscriber's premises and remove its equipment. (The term "Net 15" means that invoices are due fifteen (15) days from the date of the invoice, i.e. if the invoice is dated April 1, payment is due in Company's office by April 16). This is an Agreement between Company and the individual or firm named above, hereinafter referred to as "Subscriber".

1. ACCESS TO SUBSCRIBER'S PREMISES - Subscriber does hereby grant to Company the right to enter upon and over the premises during normal business hours, at the address listed for purposes of connecting the service, inspecting, adjusting, repairing, moving, or maintaining the property and equipment supplied and, upon termination, to remove the property and equipment supplied from the premises, providing however, the failure of Company to remove its property and equipment shall not be deemed an abandonment thereof. Company has permission to enter the premises, even after termination of service, for maintenance and repairs to the cable system.

2. PROPERTY AND EQUIPMENT - Subscriber agrees that Company-owned equipment shall not be removed, relocated, altered, tampered with, or serviced by anyone other than Company's employees or agents and Subscriber shall not connect or attach, directly or indirectly, any additional television set or any other device to any of Company's property and equipment without the approval of Company. Subscriber assumes responsibility and shall be liable for improper use, damage, theft, or loss to Company's equipment, including the converter unit(s), at all times prior to the removal of the equipment or converter unit(s) by Company. Subscriber agrees that failure to return Company's converter(s), for whatever reason, will constitute a breach of this agreement and will result in the payment of Three Hundred Dollars (\$300.00) in liquidated damages from Subscriber to Company, together with reasonable attorney's fees incurred by Company in enforcing its claim to the converter(s). It is understood that this figure represents both the fair market value of the converter and the potential cost to Company of misuse of that converter upon Subscriber's loss of control over it, be it by damage, tampering, or theft. This provision is intended by neither party as a penalty for loss of the converter, but rather, the sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a breach or loss. Subscriber understands that it is his/her responsibility to obtain a receipt for converter(s) and other Company-owned equipment when returned to Company upon termination of service. Failure on the part of Subscriber to furnish such a receipt shall be prima facie evidence that Company did not remove it.

3. SUBSCRIBER PROPERTY - Company assumes no responsibility for the condition or repair of any Subscriber-owned equipment. Subscriber is responsible for the repair and maintenance of Subscriber-owned equipment and Company is not responsible or liable for any loss or impairment of reception of Company service due, in whole or in part, to a malfunction or defect in Subscriber-owned equipment.

4. DISRUPTION OF SERVICE - In no event shall Company be liable for any failure or interruption of program transmission or service resulting in part or entirety from circumstances beyond Company's reasonable control. Company shall not be liable for any inconvenience, loss, liability, or damage resulting from any failure or interruption of signal service, directly or indirectly caused by, or approximately resulting from, any circumstances beyond its control; including, but not limited to, failure of the television signal at the transmitter for any cause whatsoever; denial of use of poles or other facilities of a telephone company or power company; strike; labor dispute; riot, invasion; war, aircraft, explosion; malicious mischief; fire; flood; lightning; fog; earthquake; wind; tornado; sun spots; acts of God; physical obstructions now or in the future; failure or reduction of power; any mechanical failure or channel dislocation; or any court order, law, or ordinance, restricting or prohibiting the use or operation of the system by Company. In any case of service interruption or loss not caused by Subscriber for over a forty-eight (48) hour continuous period, Company shall refund or credit to Subscriber's account the prorated amount paid for such service. If Company, after reasonable efforts, is unable in its discretion, to provide service over alternate routes or means, Subscriber agrees he will make no claim against Company, or the other entities involved, for said interruption or termination of services. Since the signal may be relayed from another location, Company assumes no liability for loss of relay.

5. PREMISES - Subscriber warrants that he/she is the owner of, or a tenant in, the service address listed and has authority to enter into this Agreement. If Subscriber has Company connect cable service to another address, Subscriber agrees all the terms and conditions of this Agreement will apply to the change of address also.

6. ASSIGN ABILITY - This Agreement and the service furnished hereunder is not assignable without the prior written consent of Company. Subscriber shall notify Company of any change of occupancy or ownership of the premises immediately on such transfer. Transfer of accounts from one subscriber to another subscriber is prohibited. Transient and/or seasonal Cable Subscribers are required to contact Company to arrange for service to be disconnected when relocating or departing the service address. Subscribers shall be liable for payment of all services rendered by Company until service is disconnected.

7. PROGRAM SERVICE AND CHARGES - Subscriber acknowledges that Company has the right at any time to preempt, without prior notice, specific programs advertised as available to Subscriber and to substitute what Company deems to be programming of comparable quality. Company assumes no responsibility for programming content. In addition, Company reserves the right to increase or change the applicable fees and charges upon fifteen (15) days written notice to Subscriber, subject to regulatory requirements, if any; however, Subscriber retains the right to cancel the program or service. Subscriber has only purchased the services listed in this contract and acknowledges that unauthorized hook-up or tampering to obtain services would be considered theft of those services.

8. NON-INTEREST BEARING REFUNDABLE DEPOSIT - Company acknowledges the receipt of the refundable deposit; if any, listed above. At the termination of this Agreement, Company shall return to Subscriber within sixty (60) days of service disconnection, a sum equal to said deposit, less any applicable deductions, so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned Company's equipment undamaged.

9. DISCONNECTION - If Subscriber is disconnected for non-payment, there will be a Fifty Dollar (\$50.00) re-hook-up charge in addition to the amounts due for non-payment; however, the terms of this contract shall otherwise continue.

10. RETURNED CHECKS/LATE FEE - Subscriber agrees to pay Company Forty-Five Dollars (\$45.00) for any check returned by a bank for insufficient funds which will be billed to Subscriber by a collection service. Also, a late fee of 1-1/2% per month of the unpaid balance will be charged to Subscriber whose payment reaches the Company's office after the billing due date.

11. TERMINATION - This Agreement (and/or the service provided thereunder) may be terminated; a) By Company without prior notice if Subscriber fails to comply strictly with all the terms herein, including, but not limited to, payment of charges for service as billed by Company. b) By Subscriber, upon fifteen (15) days written notice, provided all Company equipment and converter(s), is made available by Subscriber for removal by Company, or is returned to Company by Subscriber; however, in any case, if said written notice is not received in Company's office in the time prescribed, Subscriber will not be entitled to any refund for amounts paid in advance. In the event of termination by Subscriber or Company, any restoration thereof shall be solely at Company's discretion and on such terms as Company shall determine are necessary to resume service on a commercially reasonable basis.

12. WARRANTIES - Company warrants that its home converter units are free of defects in material and workmanship and agrees to replace any converter unit which is found to be defective. The warranty shall not apply, however, to converters damaged by reason of Subscriber neglect or abuse, or by acts of third parties whether with or without knowledge or consent of Subscriber, in which case Subscriber shall be responsible to Company as provided herein. Company shall not be liable for any damage resulting from its equipment and converter(s); its installation or operation, and its liability for interruption of service shall be limited to pro-ration of charges as provided in Paragraph 4 above. This represents Company's sole obligation with respect to damage, whether direct, incidental, or consequential, resulting from the use or performance of its equipment and the reception of the programs carried thereon.

13. USE OF SERVICE - Subscriber agrees not to use the programming furnished hereunder except for home use on television sets connected for this purpose by Company.

14. TAXES - Subscriber agrees to pay all sales or excise taxes that may be levied on or collected by any government entity by goods sold or services performed pursuant to this Agreement.

15. ATTORNEY'S FEES - Company shall be entitled to recover from Subscriber all costs it shall reasonably incur, including attorney's fees and collection costs, in enforcing any of its rights hereunder, including, but not limited to, unpaid charges.

16. NOTICES - All notices required to be sent shall be in writing, and, if to Subscriber, at the address listed on the reverse side, and, if to Company, at the address listed above.

17. SEVERABILITY - If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Agreement. If any provisions of this Agreement conflict with a provision of an applicable ordinance, the provision in the ordinance, to the extent of such conflict, shall apply.

18. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between Subscriber and Company for the items and services ordered herein. No undertaking, representation, or warranty made by any agent or representative of Company, in connection with the installation, maintenance, or provision of services, shall be binding on Company, except as expressly included herein.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I CONFIRM THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND TO ALL OF THE TERMS AND CONDITIONS LISTED HERE. I UNDERSTAND THAT IF I CHANGE THE TYPE OF SERVICE OR NUMBER OF TVS, THIS AGREEMENT IS STILL VALID. COMPANY HAS PERMISSION TO ENTER MY RESIDENCE WITH PASSEY IF I AM NOT HOME TO PERFORM MAINTENANCE AND DISCONNECTION FOR NON-PAYMENT.

DATE _____ (X) _____