



## Customer Agreement

\_\_\_\_\_ **Digital Equipment Acceptance Form** (PLEASE PUT A 4 AND YOUR INITIALS IN THE SPACE PROVIDED)

The undersigned Customer of Sterling Cable (Sterling) agrees and understands that certain equipment as set forth below (Sterling Equipment) is necessary for the receipt of the cable services subscribed to by Customer. The customer must provide a valid major credit card at the time of activation. The name and address associated with the credit card must match the name and address on the Sterling Digital Cable Application and account. Sterling will provide one Digital Receiver as a part of the subscription rate charged to the Customer. In the event that a second receiver is placed in the Customer's residence, the Customer agrees to pay Sterling a monthly rental rate for the second receiver as determined by Sterling. All Equipment installed at the Customer's residence is and shall remain the property of Sterling.

Customer agrees to allow Sterling to install a dish on Customer's property. Sterling agrees to use reasonable efforts to assure the proper installation of Sterling's Equipment. Customer hereby agrees to release Sterling from any liability that may occur as a result of the installation of this equipment.

Customer agrees to take proper care of Sterling Equipment, including replacing of batteries when necessary, and will not tamper with or damage such equipment. Sterling agrees to maintain Sterling Equipment at no charge to Customer unless such damage to Sterling Equipment is the result of misuse or negligence by Customer. Customer understands they will be responsible for reasonable repair charges, as determined by Sterling, should damage occur. Customer agrees not to remove the receiver or dish from the initial place of installation. Customer understands and agrees that moving Sterling Equipment to any other location or making any unauthorized connection to any other television receiver may result in confiscation of Sterling Equipment.

Customer agrees that upon termination of cable services for any reason, all Sterling Equipment must be returned to Sterling offices within Five (5) business days during normal business hours. An authorized Sterling representative may come to the customer's location at any reasonable time to retrieve Sterling's equipment. All equipment will be returned to Sterling in proper undamaged condition, with reasonable wear and tear accepted. Sterling accepts the return of Sterling Equipment subject to further inspection for damage or tampering.

Customer agrees to pay as full liquidated damages the sum of \$400 for each receiver lost, stolen, or fully destroyed; \$25 for each remote control lost, stolen, or fully destroyed; and, \$50 for each dish lost, stolen, or fully destroyed. All such damages will have added all applicable State sales taxes. Customer further agrees that the above charges will also apply to Sterling Equipment not returned to Sterling upon termination of services. Customer acknowledges and agrees that Sterling has the right to enforce the return of Sterling Equipment unlawfully retained by any appropriate legal action. In the event that it is necessary for Sterling to commence such legal proceedings for the recovery of Sterling Equipment, or the value thereof, or both, it is agreed that any judgement shall include reasonable attorney's fees and all court costs.

\_\_\_\_\_ **Six Month Digital Service Agreement (Option 1)**

In lieu of paying the Standard Digital Installation charges and upon payment of \$50.00 Installation charge and the 1<sup>st</sup> month of service (including all applicable sales taxes) the undersigned agrees to a 6 month Digital Service Agreement. Such service will be for not less than the total cost for Digital Basic \* each month. Said agreement will be non-transferable. The agreement period will begin on \_\_\_\_\_ and end on \_\_\_\_\_, at which time this agreement will terminate and the account will be on a month to month basis.

In the event that the undersigned disconnects during the commitment period, the customer will be assessed with a \$120 Cancellation Fee. In the event a cancellation occurs before the account is activated or after the commitment period has expired, the customer will not be assessed any Cancellation Fees. All Sterling equipment will be returned to Sterling as agreed to in the Digital Equipment Acceptance Form. The undersigned acknowledges and agrees that Sterling has the right to enforce the terms of this agreement by any appropriate legal action.

### Digital Installation with 6 month agreement

Deposit	Credit Card on file or \$100.00
Installation	\$50.00
1 <sup>st</sup> Month Service in advance	\$44.99 *
Sales Tax	\$7.83
Total	\$102.83

(\* This example is for Digital Basic only. 1<sup>st</sup> month service due in advance will be based on services actually taken.)

\_\_\_\_\_ **Standard Digital Installation (Option 2)**

I agree to pay the Standard Digital Installation charge of \$50.00, \$100.00 Deposit, and the 1<sup>st</sup> month of Digital service (including all applicable sales taxes). **Credit Card will not be accepted in lieu of the deposit.**

<b>Standard Digital Installation</b>	
Deposit	\$100.00
Installation	\$50.00
1 <sup>st</sup> month Service in advance	\$44.99 *
Sales Tax	\$7.83
Total	\$202.83

(\* This example is for Digital Basic only. 1<sup>st</sup> month service due in advance will be based on services actually taken.)

**BANK DRAFT AND MONTHLY CREDIT CARD PAYMENTS ARE AVAILABLE.**

Call 655-5795 for more information

The customer, upon execution of this application for Sterling Digital Cable, acknowledges that they have agreed to the Terms and Conditions of the Customer Agreement. In the event customer does not submit timely payment, the customer will be reported to credit agencies as determined appropriate by Sterling Cable. Customer authorizes Sterling Cable to investigate the financial responsibilities and creditworthiness, including, without limitation, acquiring credit reports and histories.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Name (Please Print)

\_\_\_\_\_  
Driver's License Number & State

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Customer Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name as it appears on Credit Card

\_\_\_\_\_  
Credit Card Type

\_\_\_\_\_  
Number of Digital Boxes



**655-5795**

MONDAY – FRIDAY 8:00 AM – 5:00 PM



**Installation Charges**

Digital Converter Deposit	Refundable one time deposit for equipment	\$ 100.00
Digital Install	Includes wiring for the first outlet in your home, converter box Remote Control & Wiring for telephone outlet to converter box.	\$ 50.00
Extra Outlets	If wiring is required	\$ 15.00
Wall drops	If required	\$ 45.00

**Other Charges**

Transfer Fee	Transfer of service	\$ 50.00
Service Call	Not related to problems with Sterling Equipment	\$ 30.00
Service Call	Related to problems with Sterling Equipment	\$ 0.00
Late Payment Fee	Assessed on Accounts not paid on or before the due date	\$ 10.00
Reconnect Fee	Charge to reactivate service if disconnected for non-payment Account must be paid in full to reactivate service.	\$ 15.00
Second Digital Box Rent	Monthly Rental on Extra Digital Converter Box	\$ 9.95

All prices and Line-Ups listed with in this agreement are subject to change.

With your subscription to our digital service you can have two analog outlets in your home connected to our 28 basic channels free of charge, while you are subscribing to our digital services.

Some of the above Installation Fees are excluded or reduced during our \$19.99 Installation Special.

**JUST A REMINDER**

Cable services are billed a month in advance, all payments are due by the 10<sup>th</sup> of each month. For your convenience we have a drop box located outside of our office at 317 North Farr. We now accept all valid major Credit Cards, and offer bank drafts for your added convenience.



Locally owned, operated and service supported ● Weekdays 8 AM – 5 PM