



Digital Home Advantage Promotion Agreement

(Promo Code: _____)

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

Thank you for choosing DISH Network. This agreement (the "Agreement") sets forth the terms and conditions of the Digital Home Advantage promotion ("DHA"). Additional terms and conditions of service are contained in the Residential Customer Agreement, which is incorporated herein by reference, provided to you in your receiver User's Guide and made available at www.dishnetwork.com. If you are not a Former DISH Network Subscriber (as defined below), you must initial in the applicable space below to select a 24-Month Term Agreement Option or a Declined Term Agreement Option that has no term commitment; provided that if the 24-Month Term Agreement Option is not initialed, you will be deemed to have declined the 24-Month Term Agreement Option. If you are a Former DISH Network Subscriber, the Declined Term Agreement Option is not available to you and you must initial in the applicable space below to select a 24-Month Term Agreement Option.

24-Month Term Agreement Option Customer Initials: _____
By initialing in the space above you are selecting the 24-Month Term Agreement Option. A maximum \$300 cancellation fee applies as set forth in the "Term Agreement and Cancellation Fee" section below. If charged, the cancellation fee will be prorated by multiplying \$12.50 by the number of months remaining in your 24-month term commitment.

Declined Term Agreement Option (No Term Commitment) Customer Initials: _____
By initialing in the space above you are selecting the Declined Term Agreement Option with no term commitment. A non-refundable activation fee of \$99 must be paid prior to installation. This activation fee is in addition to any other applicable fees and charges set forth in this Agreement.

Unreturned Equipment Charges: Whether you select the 24-Month Term Agreement Option or the Declined Term Agreement Option, the satellite receivers, smart cards, remote controls, low noise block converters with integrated feeds ("LNBFs") and switches (if any) provided to you under this Agreement remain the property of DISH Network at all times. You agree that within 30 days of termination, downgrade or disconnection of service, you will return all such equipment in accordance with the "Equipment Return" section below or pay the following "Unreturned Equipment Charges," as applicable: HD DuoDVR™ ViP® 722 receiver, \$400; HD DuoDVR ViP 622 or HD DuoDVR ViP 722k receiver, \$350; DuoDVR 522 receiver, \$300; DuoDVR 625 or HD Solo DVR ViP 612 receiver, \$275; HD Duo ViP 222 or HD Duo ViP 222k receiver, \$250; HD Solo 411 or HD Solo ViP 211 receiver, \$175; Duo 322 receiver, \$125; Solo 311 receiver, \$75; Solo 381 or Solo 301 receiver, \$50; outdoor LNBF and quad switch, \$50. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH Network will charge the applicable Unreturned Equipment Charge(s) to the credit card or debit/check card that you initially provided to DISH Network (the "Qualifying Card") within 72 hours of deactivation. Such charge(s) will be refunded upon DISH Network's receipt of the applicable equipment if you return such equipment in accordance with this Agreement.

BY SIGNING BELOW YOU: A) ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS 3-PAGE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE BOX ABOVE AND IN THE RESIDENTIAL CUSTOMER AGREEMENT; AND B) THAT, UNLESS YOU ORDERED THE GOODS AND SERVICES YOU ARE RECEIVING PURSUANT TO THIS AGREEMENT VIA THE INTERNET, THE FOLLOWING TERMS WERE ORALLY DISCLOSED TO YOU PRIOR TO LEASE: 1) that the 24-Month Term Agreement Option requires a 24-month term commitment; 2) you must purchase a "Required Minimum Programming Package" (listed in the "Required Minimum Programming Packages" table on page 2 of this Agreement) as your minimum subscription level at all times; 3) you must return your equipment in accordance with the terms and conditions set forth in the box above and in the "Equipment Return" section below; 4) programming and other payments applicable to the purchase of pay-per-view or video-on-demand programming, lease upgrade fee(s) of: a) \$100 for a second HD Solo DVR ViP 612, DuoDVR 625 or DuoDVR 522 receiver, b) \$150 for a second HD DuoDVR ViP 622 receiver or c) \$200 for a second HD DuoDVR ViP 722 or HD DuoDVR ViP 722k receiver, all monthly fees listed in the "Monthly Fees" table on page 3 of this Agreement and corresponding taxes and/or reimbursement charges, are non-refundable; 5) whether a non-refundable activation fee of \$99 plus applicable sales taxes and/or reimbursement charges must be paid prior to installation; 6) 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 7) if you elected the 24-Month Term Agreement Option, a prorated cancellation fee of \$300 will apply for early termination, downgrade or disconnection of service as described above. IN THE EVENT THAT YOU DID NOT RECEIVE ALL 3 PAGES 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.

By signing below you also authorize DISH Network to charge, and/or place a hold with respect to, any and all cancellation fee(s) and unreturned equipment charge(s) owing under this Agreement (collectively, the "Authorized Amounts"), to your Qualifying Card and authorize the issuer of the Qualifying 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 Qualifying 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 Qualifying 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 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.

Customer Name: _____
Phone: _____
Street Address: _____
City: _____ State: _____ ZIP: _____
County: _____

Customer Signature: _____
Date: _____
Customer Printed Name: _____
Account Number: _____

Primary Model#: [] [] [] [] R00 [] [] [] [] [] [] [] [] [] []
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Term Agreement and Cancellation Fee. By initialing the 24-Month Term Agreement Option above, you agree to purchase a Required Minimum Programming Package for 24 months from the date of initial activation. If after activation, but before the end of your 24-month term, you elect to terminate this Agreement or downgrade your programming below a Required Minimum Programming Package or your service is disconnected for any reason, and all programming and other fees and charges for your 24-month term have not been paid in full as of such termination, downgrade or disconnection, you agree to pay, and we will automatically charge, the prorated cancellation fee set forth in the box on page 1 of this Agreement describing cancellation fees to your DISH Network account or your Qualifying Card, at our option. In the event that at any time during your 24-month 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 remaining portion of your 24-month term shall automatically resume immediately following such suspension and that the last day of your 24-month 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 program 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 cancellation fee with respect to the same minimum required 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 required programming package for which the greatest amount is then owing to DISH Network shall be controlling.

Required Minimum Programming Packages					
Programming Package	Current Price	Price with local network channels where available	Programming Package	Current Price	Price with local network channels where available
DishFAMILY	\$19.99/mo.	\$24.99/mo.	Russian-language	\$32.99/mo.	\$37.99/mo.
DishMÉXICO	\$19.99/mo.	\$19.99/mo.	Polish-language	\$39.99/mo.	\$44.99/mo.
TurboHD Bronze	\$29.99/mo.	\$34.99/mo.	Arabic or Portuguese language	\$44.99/mo.	\$49.99/mo.
Chinese or Greek-language	\$32.99/mo.	\$37.99/mo.	Hindi-language	\$54.99/mo.	\$59.99/mo.

DishHOME Protection Plan. DishHOME Protection Plan ("DHPP") is an optional service program that is currently priced at \$5.99 per month. If you elect the 24-Month Term Agreement Option, DHPP (if available to you at the time you sign this Agreement) will be provided to you at no additional charge for the first 9 months of your 24-month term. You may cancel DHPP at any time by calling 1-800-333-DISH. If you elect the 24-Month Agreement Option and do not cancel DHPP during the first 8 months of your 24-month term, we will begin automatically billing you on a monthly basis for DHPP at its then current price and will continue to bill you on a monthly basis until you call DISH Network to cancel DHPP. 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 (regularly \$99); and E) one free DishMOVER (if you relocate to an area where DISH Network programming is available, we will provide free standard professional installation of your existing receivers and a new antenna required for your location and/or programming you have selected, in each case as determined by DISH Network in its sole discretion). Please see www.dishnetwork.com or call 1-800-333-DISH for complete details.

ADDITIONAL TERMS AND CONDITIONS

Eligibility. Services and equipment must be ordered, installed and activated between and including **February 1, 2009** and **July 31, 2009**. This offer is limited to: A) new, first-time residential DISH Network subscribers; and B) former residential DISH Network subscribers who: 1) previously maintained for no less than 6 consecutive months an active DISH Network account in good standing status as determined in DISH Network's sole discretion; 2) voluntarily disconnected any and all prior DISH Network accounts; 3) timely paid any and all balances owing under their prior DISH Network account(s) in full; and 4) have not received DISH Network programming or other services during the 6-month period prior to activation under this promotion ("Former DISH Network Subscribers"). In addition to (and without limitation of) the foregoing, no new, first-time DISH Network subscriber or Former DISH Network Subscriber shall be eligible for this offer unless such subscriber: A) resides 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; B) provides DISH Network with a valid major credit card or debit/check card number issued to the customer who signs this Agreement (DISH Network shall determine in its sole discretion whether a credit or debit/check card may be used by a subscriber for purposes of determining eligibility for this promotion); C) provides DISH Network with the Social Security Number issued to the customer who signs this Agreement; and D) receives 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 participant is allowed per household. This offer may not be combined with any other offer. Standard professional installation of up to 4 receivers to up to 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. "Solo" receivers support 1 TV and contain 1 tuner (or 2 tuners, solely in the case of an HD Solo DVR ViP 612). "Duo" receivers support up to 2 TVs and contain two tuners. Maximum of 4 tuners per account. Maximum of 2 HD Duo ViP 222, HD Duo ViP 222k or HD Solo ViP 211 receivers per account. Maximum of 2 DuoDVR 522 or DuoDVR 625 receivers per account. Maximum of 2 HD DuoDVR ViP 622, HD DuoDVR ViP 722 or HD DuoDVR ViP 722k receivers 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.

DISH Network Satellite Receiver Models			
Solo Receivers			
Non-DVR Receivers		DVR Receivers	
Standard Definition (SD)	High Definition (HD)	Standard Definition (SD)	High Definition (HD)
Solo 301, Solo 311, Solo 381	HD Solo 411, HD Solo ViP 211	Solo DVR 510	HD Solo DVR ViP 612
Duo Receivers			
Non-DVR Receivers		DVR Receivers	
Standard Definition (SD)	High Definition (HD)	Standard Definition (SD)	High Definition (HD)
Duo 322	HD Duo ViP 222, HD Duo ViP 222k	DuoDVR 522, DuoDVR 625	HD DuoDVR ViP 622, HD DuoDVR ViP 722, HD DuoDVR ViP 722k

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. 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.

Payment options other than those set forth in the Residential Customer Agreement may be applicable where billing is provided through a billing agent. All receivers selected by you within the first 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 Charges (as set forth in the box on page 1 of this Agreement describing Unreturned Equipment Charges). The following monthly fees apply:

Monthly Fees	Amount of fee if you do NOT subscribe to a DishDVR Advantage Programming Package	Amount of fee if you do subscribe to a DishDVR Advantage Programming Package
Equipment Rental Fee		
First receiver activated	Included in base programming package price.	
Each HD receiver activated beyond the first	\$7.00/mo.	\$7.00/mo.
Each SD receiver activated beyond the first	\$5.00/mo.	\$5.00/mo.
Each HD DVR receiver activated beyond the first	\$7.00/mo.	\$12.00/mo.
Each SD DVR receiver activated beyond the first	\$5.00/mo.	\$10.00/mo.
For the purpose of determining the amount of this fee, HD receivers shall be deemed to be activated prior to all other receivers.		
DVR Service Fee		
First DVR receiver	\$5.98/mo.	Included as part of Equipment Rental Fee
Each DVR receiver activated beyond the first	\$5.98/mo.	
This fee will be waived on a monthly basis if you subscribe to America's "Everything" Pak.		
TV2 Receiver Connection Fee		
First Duo receiver activated	\$5.00/mo.	N/A
Each Duo receiver activated beyond the first	\$5.00/mo.	\$5.00/mo.
This fee will be waived on a monthly basis for each Duo receiver that DISH Network confirms has been continuously connected to your same land-based phone line and/or (solely in the case of an HD DuoDVR ViP 622, HD DuoDVR ViP 722 or HD DuoDVR ViP 722k receiver) continuously connected to your same broadband home network resulting in the functionality of the applicable receiver's Internet-based features. DISH Network's confirmation process(es) shall be the sole method(s) utilized to determine if your TV2 Receiver Connection Fee(s) will be waived.		
HD Enabling Fee (applicable to each HD receiver activated)	\$5.00/mo.	\$5.00/mo.
This fee will be waived on a monthly basis if: A) you subscribe to TurboHD Bronze, TurboHD Silver, TurboHD Gold, BronzeHD, SilverHD, GoldHD, DishLATINO Max HD Essential, DishLATINO Max HD Ultimate or DishHD Package (only available to residents of Alaska and Hawaii); or B) if you reside in one of the geographic areas within the continental United States in which DISH Network requires that all new customers (with the exception of qualifying DishLATINO and International programming package subscribers, as determined by DISH Network in its sole discretion) have only MPEG-4 HD receivers on their account and you elect not to subscribe to HD programming.		
Hawaii Upgrade Fee	\$4.99/mo.	\$4.99/mo.
This non-refundable fee will be charged to your account if you receive DISH Network service in Hawaii.		

Equipment Return. This promotion allows you to use the satellite receiver(s), smart card(s), remote control(s), 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. SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS SET FORTH IN THE BOX ON PAGE 1 OF THIS AGREEMENT DESCRIBING UNRETURNED EQUIPMENT CHARGES, WITHIN 30 DAYS OF TERMINATION, DOWNGRADE OR DISCONNECTION, YOU MUST RETURN ALL SUCH EQUIPMENT IN GOOD OPERATING CONDITION, NORMAL WEAR AND TEAR EXCEPTED, TO: A) 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 B) 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 1-800-333-DISH 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.

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 conditions of this Agreement shall apply to such third parties as applicable under the circumstances.

Translation. In the event of any conflict or inconsistency between the English-language version of this Agreement and a translation of this Agreement into any other language, the English-language version shall be controlling.

Contact Information. Should you have any billing, service or other questions, you may reach DISH Network by e-mail at feedback@customermail.dishnetwork.com, call us at 1-800-333-DISH or write us at DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may also request an itemization of the charges and fees applicable to the goods and services you have elected to receive under this Agreement by calling the toll-free number listed above.