



Whole Home DVR (TiVo) Equipment Lease Agreement

Date: _____

Contract For:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____ Phone: _____

The applicant must be 18 years of age, and a copy of a photo ID is required for the application.

\$250.00 cancellation fee. This Agreement shall stay in effect for two years from the date signed below. Subscriber must maintain this Equipment Lease for two years, or they will be subject to a \$250 cancellation fee. S&T guarantees the price of the equipment will remain at the current rate for the length of the agreement. Upon written notice, S&T may, without incurring any liability, temporarily discontinue service or terminate this agreement if the Subscriber fails to submit timely payment upon receipt of a valid bill. Any Service may be refused or this Agreement terminated immediately if: 1) it is in violation of any applicable Federal or State tariffs, statutes, or regulations; 2) information provided by Subscriber is false or inaccurate; or 3) it is used in a manner that is unethical, illegal or interferes unreasonably with the rights of other persons. This Agreement shall be governed by all applicable State and Federal regulations, statutes, and tariffs. Tariffs are on file with the State utility regulatory body, the Kansas Public Utilities Commission, and may be accessed and reviewed by the public.

You understand and agree that you did not buy the Equipment and must use and return it. You have no right to sell, give away, transfer, pledge, mortgage, alter, or tamper with the Equipment.

EQUIPMENT RETURN, NON-RETURN FEES. If you cease to be our customer (whether voluntarily or involuntarily), you must contact S&T within 7 days of the termination of your programming to arrange for the return of Equipment by any S&T office. Leased Equipment must be returned in good working order, with normal wear and tear excepted. If we haven't received your Leased Equipment within 21 days of termination of your programming, or if the Equipment is returned in damaged condition, we will charge you \$320 for each Whole Home DVR (TiVo) and \$80 for each Player, so please return promptly. We reserve the right to charge these fees to the credit or debit card you have on file with us.

WARRANTY DISCLAIMER. You are responsible for the loss of, damage to, or the entire cost of any necessary service or repair of the leased Equipment. You have no right to sell, give away, transfer, pledge, mortgage, alter or tamper with the Equipment. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR EQUIPMENT, WHICH IS PROVIDED TO YOU AS IS AND WITH ALL FAULTS. ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECEIVING EQUIPMENT. YOU ARE RESPONSIBLE FOR THE LOSS OF, DAMAGE TO, OR THE ENTIRE COST OF ANY NECESSARY SERVICE OR REPAIR OF THE EQUIPMENT. S&T IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE EQUIPMENT PROVIDED TO YOU.

I AGREE TO THE TERMS AND CONDITIONS ABOVE.

Signature: _____