



## **Baldwin Telecom, Inc. CATV System Installation Agreement for Set Top Box and/or DVR**

The subscriber (the "Subscriber") hereby agrees to the following conditions pertaining to the installation and service of the cable television equipment (the "System") of Baldwin Telecom, Inc. CATV System (the "Company") on the premises of Subscriber.

1. The Company agrees to maintain the System in good working order and will replace any defective or worn out parts in the System located on Subscriber's premises, without charge; provided, however, that the Company shall have no obligations to replace or repair parts of the System damaged by other than customary and normal use and handling by the Subscriber.
2. The rental and service charge for the System shall be payable upon receipt. If the Company does not receive payment for said charges within 10 days of the bill date, the account of Subscriber will be considered delinquent and will be subject to immediate disconnection of service without notice. Reconnection of discontinued service will require payment of the existing balance of Subscriber together with a reconnection charge and possible disconnection charge.
3. Company, its agents and employees shall at all times have the right to go on the premises of the Subscriber for the purpose of making periodic checks and adjustments as may be necessary at the Company's sole discretion to assure the successful operation of the System. In the event Subscriber is not the owner of the premises in which any equipment of the System is to be installed, Subscriber warrant to the Company that he or she has the consent of the owner of the premises for the Company to make the installation and maintenance contemplated by the Agreement.
4. Subscriber agrees that he or she will not in any manner whatsoever disturb, alter, or move the lead line of the System connected at his or her premises or that he or she will not attach or attempt to attach additional television sets to the terminal of the System, except upon the written agreement of the parties hereto. In the event Subscriber disturbs, alters or moves the lead line of System, the Company shall have the absolute right to cancel this Agreement and to remove the System from premises and the Subscriber shall forfeit all fees and charges paid hereunder. In the event of such default by Subscriber, the Company shall the right at its option to terminate the television signal to Subscriber's premises or to remove the connecting wires between the Company's distribution system cable and the terminal at Subscriber's premises.
5. Company shall not be liable for any failure or interruption of service caused by or resulting from any circumstances beyond its control including but not limited to the responsibility for the operation, maintenance and repairs of the Subscriber's television set.
6. The rights and obligations of the Subscriber under this Agreement shall not be assigned or transferred without the written consent of the Company.
7. Subscriber shall indemnify and hold the Company harmless from and against any loss, damage, costs and expenses including reasonable attorney's fees resulting from any breach of warranty, representation or covenant made by Subscriber in this Agreement.

8. No modification or waiver of any provision of this agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.
9. If there is a conflict between any national, state or local regulations of this contract, the national, state or local regulations shall have precedence over this agreement; but only to the extent there is actual conflict. If no conflict exists, then this agreement shall be considered additional regulations.
10. Subscriber hereby agrees to lease from Baldwin Telecom, Inc. CATV System the following:

**Remote Control, HD Set Top Receiver and/or HD DVR**

to be used in conjunction with the System. At the termination of the service supplied to Subscriber over said System, Subscriber agrees to return said unit(s) to the Company, undamaged, less ordinary wear and tear. Subscriber, further agrees to protect said unit(s) from damage or loss and to reimburse the Company for any damage to or loss of said unit(s) as determined by the Company, but not in excess of, \$30.00 per remote control, \$300.00 per Set Top Box and \$600.00 per HD DVR damaged or lost. In the event that it is necessary for Company to commence legal proceedings for the recovery of the channel converter, remote control or set top box or the value thereof, the Subscriber agrees that any judgment obtained against him or her shall include applicable attorney's fees and any and all court costs incurred.