# DC Access Installation Services Agreement

This Installation Service Agreement (the "Agreement") is entered into this, the _____ day of _____, 20_____ (the "Effective Date"), by and between DC Access, LLC, a Limited Liability Corporation organized and existing under the laws of the District of Columbia (hereinafter "DC Access"), and _____ (hereinafter "Resident"), and governs the DC Access Installation Services (the "Service"):

This Agreement consists of the terms and conditions below, the specific terms of your billing plan for the Service, the DC Access Privacy Policy and the DC Access Acceptable Use Policy, all of which are incorporated herein. The terms and conditions in this Agreement apply to all of the above-mentioned Service.

By establishing an account with DC Access, or continuing the Service, you agree to be bound by this Agreement; agree to and accept any and all changes to the Agreement; and agree to the Service in compliance with the terms of this Agreement and all applicable federal, state and local laws, rules and regulations. Please carefully review the Agreement.

## 1. Supplier

Unless specified otherwise, the Services will be supplied by DC Access, a District of Columbia corporation, whose main business address is DC Access, LLC, 118 Kentucky Avenue, SE, Washington, DC 20003.

## 2. Term of this Agreement

Subject to Section 8, this Agreement begins on the Effective Date and terminates or expires upon the termination of your account. Sections 7, 8, 9, 11 and 12 of this Agreement will survive termination or expiration of this Agreement.

## 3. Fees

It is agreed that DC Access shall provide TV installation service for Resident for an installation fee of $199 and the following additional fees (if applicable):
$ 99 and any applicable credits.

## 4. Registration Information

To order and receive the Service, you acknowledge that you are 18 years of age or older, and you have legal authority to enter into this Agreement. Additionally, you must:

(1) represent that all information provided during the registration process is accurate and complete;
(2) provide DC Access with accurate and complete billing information, including legal name, address, telephone number, and credit or debit card/billing information, and;
(3) report any and all changes to this information to DC Access within thirty (30) days of the change.

DC Access may accept or reject any potential Resident in its sole discretion. DC Access reserves the right to verify the accuracy of the information you submit in connection with your registration and your account and you consent to such verification. DC Access reserves the right to validate the payment method information you provide at registration and account updates. DC Access does not accept any liability for any incorrect information provided by Resident.

## 5. Payment Obligations

You are responsible for any charges for installation of TV antennas for broadcast channels and agree to pay for the Service and applicable taxes, surcharges, and fees required by any applicable government entity. All payments must be made in US dollars. Charges are billed for the applicable Services and any additional services, including, but not limited to, hardware fees, method of payment fees, or shipping and handling fees, etc. DC Access is not responsible for any charges or expenses resulting from charges correctly billed by DC Access, including, but not limited to, overdraft account penalties, exceeding credit card limits, etc. NOTE: DC Access will impose a $25.00 fee for all bounced checks. DC Access may use various means to recover payment; if recovery necessitates the use of a collection agency or legal action, Resident agrees to pay all fees arising from the recovery of such monies, including attorneys' fees.

All charges are considered valid unless disputed in writing within 30 days of the billing date and mailed to: DC Access, LLC, 118 Kentucky Avenue, SE, Washington, DC 20003. Adjustments will not be made for charges that are disputed more than 30 days after the billing date. If you have questions about your account you can contact DC Access at 202-546-5898 or info@dcaccess.net.

## 6. Installation Service

DC Access is granted access to, and limited use of, Resident premises for the purpose of installing antennas for broadcast channels for use by Resident. The antenna installation is briefly described as:

**The TV Antenna will be placed on the roof strapped to a chimney or vent pipe. Then a cable from the antenna will be run down the back of the house to the TV box or into the house to the TV(s).**

DC Access agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Resident. DC Access, through its designated and approved employees and contractors, shall be solely responsible for the installation of the antenna equipment in a clean, sanitary and safe condition. DC Access warrants that the installation of cable and antenna equipment shall be in strict compliance with the approved plans and specifications. DC Access shall not install any hazardous substance or material into the buildings. DC Access does not perform maintenance of equipment after installation. Resident owns the equipment and is responsible to maintain the equipment after installation. Alternatively, Resident has the option to request DC Access, who in its sole discretion may decline such request for maintenance, to come and do any necessary work after installation at an hourly rate to be determined by DC Access.

Resident agrees to make the equipment and premises available without interruption to permit completion of installation work by DC Access. Resident understands that installation may require access to equipment and information and it is Resident's responsibility to make arrangements for installation of any service not expressly included in this Agreement. Resident must notify DC Access in writing of any problems with the installation within thirty (30) days after the completion of installation.

DC Access has no obligation to monitor the Services after installation of TV antennas for broadcast channels. DC Access provides no guarantee for any maintenance or operation of antennae or broadcast channels associated with the Service following thirty (30) days after the completion of installation.

## 7. Cancellation and Termination

DC Access agrees to install TV Antennas for broadcast channels, and you agree to pay all applicable installation charges. DC Access may terminate this Agreement at any time for any reason, including, without limitation, if:

(1) DC Access, in its sole discretion, believes you have breached this Agreement or other DC Access policies; or
(2) your use of the Services is prohibited by law.

**8. Disclaimers and Warranties**

RESIDENT ACKNOWLEDGES THAT THE SERVICES AND THIRD PARTY NETWORKS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DC ACCESS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS.

DC ACCESS MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH DC ACCESS OR THE SERVICES GENERALLY. NO ADVICE OR INFORMATION GIVEN BY DC ACCESS WILL CREATE A WARRANTY.

DC ACCESS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS WILL HAVE NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE OR THE INTERNET, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF ANY DC ACCESS PARTY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

DC ACCESS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICES RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; YOUR RELIANCE ON OR USE OF THE SERVICE; INTERRUPTIONS, DELETION OF FILES, ERRORS,

DEFECTS; DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; THE USE OF THE SERVICE BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL PRODUCTS OR OTHER INFORMATION; OR THE MERCHANTABILITY OF ANY MERCHANDISE OR OTHER ITEMS PROVIDED OR SOLD BY THIRD PARTY WEB SITES.

THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF DC ACCESS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY DC ACCESS PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR EXCLUSIVE AND ONLY REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET FORTH THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### 9. Indemnification

You agree to defend, indemnify and hold DC Access harmless from and against all third party claims, demands, suits, actions, judgments, losses, costs, damages including, but not limited to, direct, indirect and consequential, attorney's fees and expenses that DC Access may sustain or incur by reason of installation of internet services.

### 10. Customer Service and Technical Support

If you have an inquiries, complaints, customer service support issues, questions regarding charges to your account or any other concern about the DC Access installation services, the please address them to the appropriate contacts at 202-546-5898 or support@dcaccess.net.

### 11. Governing Law

This Agreement, including any contract for the provision of Services, will be deemed to have been concluded in the District of Columbia and governed by D.C. law, without regard to conflict of law provisions.

### 12. Miscellaneous

This Agreement sets out all of the terms agreed between the Resident and DC Access in relation to the subjects covered within. DC Access may revise, amend, or modify this Agreement and any other policy at any time and in any manner without notice by posting the revised version on the DC Access Website. The revised version will be effective on the date that it is posted.

If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. The remaining provisions shall remain in full force and effect and be construed as nearly as possible to reflect the original intent of the parties. Those provisions of Section 2 that reasonably may be expected to survive, shall so survive the expiration or termination of this Agreement.

DC Access will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.

IN WITNESS WHEREOF, DC Access and Resident have executed this Agreement with the Effective Date as of the day and year first above written.

| | |
|---|---|
| _____ | _____ |
| Resident | DC Access |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |