218(10/14)

SATELLITE ADDENDUM

DATE: ___ ___ ___

TENANT NAME(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

THIS ADDENDUM made part of the Rental Agreement dated ___ ___ ___ between _____ (the "Tenant(s)") and _____ (the "Landlord") for the premises described above.

1. **PERMISSION:** Permission is hereby granted to the above-named Tenant(s) to install one satellite dish (for receiving signals only), not to exceed one meter in diameter, on the above-described premises during the term of his/her tenancy according to the terms and conditions of this Agreement.
2. **LEASE:** Any and all obligations and covenants of the Tenant(s) as set forth in the above-described lease shall remain in full force and effect for the duration of Tenant(s) tenancy. However, where the terms or conditions found in this Agreement vary or contradict the terms or conditions found in the lease, this Agreement shall control. Upon execution of this Agreement, it shall be deemed incorporated into the parties' lease
3. **CONSIDERATION:** The parties expressly acknowledge that this Agreement is supported by valid and sufficient consideration.
4. **INSTALLATION:** The satellite dish must be located (a) inside the dwelling; or (b) entirely within an area outside the dwelling (such as a balcony, patio, yard, etc.) of which the Tenant(s) has exclusive control under the lease. Installation is not permitted on any common areas (e.g., a parking area, roof, exterior wall, window, windowsill, fence or in any other area that other Tenant(s) are allowed to use). The satellite dish may not protrude beyond the vertical and horizontal space that is leased to the Tenant(s) for his/her exclusive use. The installation (a) must comply with all applicable ordinances and laws and all reasonable safety standards; (b) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties; (c) may not be connected to Landlord's telecommunication systems; and (d) may not be connected to Landlord's electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of two methods: (a) securely attaching it to a portable, heavy object such as a small slab of concrete; (b) any other method approved by Landlord in writing. Further, (a) satellite dishes cannot be installed in any manner which requires holes to be drilled through walls, windows, doors, roofs, decks, rails or floors; (b) satellite dishes cannot be installed in any manner which causes substantial damage to the premises or common areas; (c) any satellite installation must be temporary, not permanent; (c) installation of a satellite dish and/or related hardware must not invade or encroach upon the privacy of other Tenants. No other installation methods are allowed. Landlord may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING:** Under the FCC order, Tenant(s) may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (a) running a "flat" cable under your door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (b) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (c) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a deceive glued to either side of the window – without drilling a hole through the window; (d) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (e) any other method supported and approved by Landlord in writing.
6. **ADDITIONAL SAFETY IN INSTALLATION:** In order to assure safety, Landlord must approve the strength and type of materials used for installation. A qualified person or company approved by Landlord must do the installation. Said person or company must be professional contractor, licensed in accordance with the laws of the city, county and state in which the property is located. Landlord's approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **MAINTENANCE:** Tenant(s) will have the sole responsibility for maintaining Tenant(s) satellite dish or antenna and all related equipment.
8. **REMOVAL AND DAMAGES:** Tenant(s) must remove the satellite dish or antenna and all related equipment and components, and restore the premises to their original condition, excepting normal wear and tear, when Tenant(s) moves out of the dwelling. Tenant(s) must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse and/or which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Tenant(s) satellite dish or antenna and related equipment.
9. **LIABILITY INSURANCE AND INDEMNITY:** Tenant(s) is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Tenant(s) must provide Landlord with evidence of liability insurance to protect Landlord against claims of personal injury and property damage to others, related to Tenant(s) satellite dish, antenna or related equipment. The insurance coverage must be no less than $500,000 (which is an amount reasonably determined by Landlord to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Tenant(s) agrees to defend, indemnify and hold Landlord harmless from the above claims by others.
10. **SECURITY DEPOSIT:** Tenant(s) security deposit is to help protect Landlord against possible repair costs, damages or failure to remove the satellite dish, antenna and related equipment at the time of move-out. Factors affecting any security deposit may vary, depending on (a) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (b) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (c) the difficulty and cost of repair or restoration after removal, etc.
11. **WHEN TENANT(S) MAY BEGIN INSTALLATION:** Tenant(s) may start installation of Tenant(s) satellite dish or antenna only after Tenant(s) has (a) signed this Addendum; (b) provided Landlord with written evidence of the liability insurance referred to in paragraph 8 of this Addendum; (c) paid Landlord the additional security deposit, if applicable, in paragraph 16; and (d) received Landlord's written approval of the installation materials and the person or company who will do the installation.
12. **MISCELLANEOUS:** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.
13. **ATTORNEY FEES:** In the event legal action is required to enforce any provision of this Agreement, the prevailing party in said action shall be entitled to recover reasonable attorney fees and costs, including upon any appeal.
14. **OTHER:** _____

_____

X_____ Landlord/Owner/Agent Date

X_____ Tenant Date

X_____ Tenant Date

X_____ Tenant Date

X_____ Tenant Date

EQUAL HOUSING OPPORTUNITY

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