



MOUNTAIN VILLAGE CABLE EQUIPMENT USER AGREEMENT

We, Mountain Village Cable of Mountain Village, CO (“we”, “us” or “Company”), (and/or its affiliates or designees) will provide you certain proprietary electronic equipment to enjoy Mountain Village Digital Cable, Analog Cable, and High Speed Internet services. This equipment is not for sale, and is legally available from and through us for use with our personal property or that of our designees. Any equipment that we supply will remain Company’s property. You may not sell, transfer, lease, encumber or assign any part of the Equipment.

Equipment. The Equipment we are providing you at the time of this installation is listed below. (Other equipment necessary to receive the Mountain Village Digital Cable, Analog Cable, and High Speed Internet services may be provided to you from time to time by us in the normal course of our business. Such equipment will be identified in other business records of the Company and will be subject to your commitments herein.)

Description of Item	Serial Number	Condition

Delivery, Use, Care, Replacement, Right of Entry. You agree that the equipment has been delivered and installed at your installation address as reflected in our business records. It is for your residential and personal use only at that address. You agree that you will not remove it from that address except to return it to us. At the time we installed the equipment, we: (1) demonstrated that the equipment was functioning properly; and (2) instructed you in its use. You agree to take reasonable care of the equipment and agree not to open the equipment (except to change batteries in remote control devices), take it apart, or alter it in any way. You are responsible and will be billed for the damage to all equipment, beyond reasonable wear and tear from normal use, which occurs before you return or surrender it to us. All equipment must be returned in a fully usable condition. Except for loss or damage caused by misuse or abuse, if you notify us of equipment failure, we will repair it or exchange it for properly functioning equipment. You agree to allow us to enter your installation address, at any reasonable time, to inspect, repair, replace or remove the equipment as long as a responsible person over the age of 18 is present.

DAMAGE WAIVER. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, RESULTING FROM THE INSTALLATION, USE, RELIANCE ON, MODIFICATION, REMOVAL, OR ANY MALFUNCTION OR FAILURE OF THE EQUIPMENT, OR FOR ANY DELAY IN PROMPTLY REPLACING MALFUNCTIONING EQUIPMENT. YOUR SOLE AND EXCLUSIVE REMEDIES ARE LIMITED TO THOSE EXPRESSLY IDENTIFIED IN THIS AGREEMENT. IT IS YOUR RESPONSIBILITY TO PROTECT YOUR COMPUTER AND SOFTWARE FROM LOSS OR DAMAGE, INCLUDING LOSS OR DAMAGE RELATING TO POWER SURGES, LIGHTNING, FIRE, FLOOD AND ACTS OF GOD.

Payment for Use of Equipment. Except as specifically set forth herein, your use of the equipment and the services you receive is subject to the Company’s various policies and practices, copies of which have been provided to you (the “Policies and Practices”). By using the equipment, you agree to adhere to such Policies and Practices, which may be changed from time to time. Monthly fees for use of the equipment are billed in advance.

Acknowledgement. You acknowledge that you are executing this Agreement on behalf of anyone who uses the equipment or services through your computer or television. You shall have the sole responsibility for ensuring that all such other users understand and comply with this Agreement. You further acknowledge and agree that you are solely responsible and liable for any and all breaches of this Agreement, whether such breach is the result of the use of the equipment or service by you or by any other user of your computer or television. You agree to indemnify and hold Company harmless against any and all claims and expenses (including reasonable attorney’s fees) arising out of the use of the service or equipment by you or any other user of your computer or television.

Equipment Deposit. A deposit is required prior to the release of equipment to the customer: \$50 per modem, \$100 per DCT, \$250 per DVR.

Failure to Comply with Your Commitments Regarding Use of Equipment. If you fail to comply with your commitments contained herein, or with any term of the agreements under which you are receiving services from us, you understand and agree we may do any combination of one or more of the following: (1) terminate your right to use the equipment; (2) terminate your right to receive services from us or our affiliates; (3) recover the equipment; and or (4) bring legal or other action for return of all equipment damages as set forth below. Except for the Digital Consumer Terminal (DCT), Digital Video Recorder (DVR) and High Speed Internet Modem, for which liquidated damages are provided below, any lost or unreturned equipment will be billed to you at its then current retail price of replacement. You agree that this provision is not a waiver by the Company of any rights or remedies, which it has available to it for breach of this agreement. All such rights and remedies are cumulative and shall not be deemed exclusive. Nothing herein affects your obligation to return our equipment promptly upon your breach of this agreement.

If You Choose to Stop Using the Equipment. You may terminate your use of the equipment by calling our customer service number or by writing us. When you do so, or if we terminate your right to use the equipment as described above, we will notify you of the proper payment procedure with respect to all rental, service and additional charges due to us and the proper return procedure with respect to your equipment. You agree to cooperate and, if asked, to make yourself available to return the equipment to us at the installation address set forth below, or at our offices, as we may elect.

Liquidated Damages for Failure to Return DCT, DVR, or Modem. If you fail to timely return the DCT, DVR, or Modem to our designee or us in accordance with your commitments herein, you understand and agree that the costs and damages we will incur are not readily ascertainable and are difficult to predict or calculate at this time. Notwithstanding anything to the contrary set forth herein, in the Policies and Practices, or otherwise, you agree that a reasonable estimate of our damages for each unreturned DCT is **\$300.00**, for each unreturned DVR is **\$900**, and for each unreturned Modem is **\$100.00**, plus attorneys’ fees, costs and expenses; you further agree that, if you fail to timely return the equipment to us or our designee in accordance with your commitments herein, such amount may be added to your bill and you shall pay such amount of

revenues associated with the equipment (including unrecovered rental payments), the possible use of the equipment for unauthorized interception activities by others, costs associated with our attempts to recover the equipment from you, and other factors.

Term. This Agreement shall remain in effect until terminated by either party in accordance with this Agreement or superseded by a revised Equipment User Agreement.

Assignment. Company may assign its rights and obligations under this Agreement. You may not assign or transfer this Agreement without our prior written consent.

Severability; Waiver. If any portion of this Agreement is held unenforceable, the remainder of the provisions will remain in full force and effect. Company's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Thank you. Welcome as a Mountain Village Cable customer. Enjoy your exciting new service.

Customer Name

Installation Address

Customer Account Number

Technician

Customer Signature

Date