

Skitter TV/Internet Agreement - 24 Months

This agreement is made and entered into on this _____ day of _____, _____ by and between Liberty Communications (hereinafter referred to as "Provider") and "Customer" hereinafter identified. "Customer" is defined as a person or business entering into an agreement for service. Customer's use of the service is his/her acceptance of the terms and conditions outlined below. It is the responsibility of the customer to contact Liberty Communications immediately to disconnect service if these terms and conditions are not acceptable.

This Service will require a digital set-top box(es) and a proprietary modem or switch. Customer will receive a separate Equipment Rental Agreement at the time of installation and the terms of said agreement cover the use of this equipment. At any time if this equipment is lost or damaged the customer is liable for the cost of repair or replacement. Customer may wish to get equipment covered by homeowners insurance.

1. Provider hereby agrees to provide service to customer upon the terms and provisions hereinafter provided. Customer's account balance with Liberty Communications must be current to enter into this agreement.
2. Customer hereby agrees to pay to provider the monthly service fee(s) for a term of 24 months beginning on _____. Said monthly fee is billed on the first of each month and due and payable on the 15th day of each month.
3. If Customer cancels this service prior to the end of the 24 month term, or in the event the account is cancelled by Liberty Communications due to nonpayment, then Customer will be subject to a cancellation charge. The amount of the cancellation charge is \$_____, which is the total installation fee waived, plus any promotional discounts applied, by entering into this 24 month agreement. The cancellation charge will be prorated to reflect the amount of the contract completed. In the event the account is suspended for nonpayment, Customer has 30 days to bring account current to avoid a cancellation charge. After completion of the minimum term, Customer may terminate service by giving notice to Provider, and returning all of the equipment listed in the customer's Equipment Rental Agreement.
4. Provider does not warrant the use or operation of DTV and/or Internet service. Notwithstanding any of the provisions of this agreement, in no event shall the liability of Liberty Communications or any of its directors, officers, partners, owners, members, agents, contractors, employees or subsidiaries arising out of or related to this agreement, whether based on an action or claim in contract, tort or otherwise, exceed the total amount of the compensation paid to Provider under this agreement. Provider does hereto expressly disclaim any and all warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Notwithstanding any other provision of this agreement and in no event shall Provider be liable to Customer for consequential, special, punitive or incidental damages, including but not limited to business interruption, lost profits or other economic loss, even if Provider has been apprised of the likelihood of such damage occurring, subject to and expressly limited by the foregoing.
5. Provider shall not be responsible for any losses, costs, damages or expenses incurred by Customer because of any fire, earthquake, power outage, access delay, access interruption, data non-delivery, data mis-delivery, acts of God or any other accident or incident that is not the result of the actions by Provider. In such event, Provider shall continue to perform all services to the extent reasonable under the circumstances.

I HAVE READ THIS RELEASE CAREFULLY, FULLY UNDERSTAND ITS CONTENT AND VOLUNTARILY AGREE TO ITS TERMS. I ACKNOWLEDGE CONTINUE USE OF HTE SERVICE IS AGREEMENT TO THE TERMS.

By: _____
(Printed Name)

Dated: _____

(Signature)

Email: _____