

Attachment D – Satellite Dish Addendum

Under rules of the federal Communications Commission (FCC), Residents have a limited right to install a satellite dish within the Leased premises and the Landlord has the right to impose reasonable restriction relating to such installation. Residents are required to comply with these restrictions as a condition of installing such equipment as specified in this addendum.

Number and size. Residents may install only one satellite dish or antenna within the leased premises. A satellite dish may not exceed 39 inches in diameter. An antenna or dish may receive but not transmit signals.

Location. Location of the satellite dish or antenna is limited to (1) inside Residents dwelling, or (2) in an area outside the dwelling such as a balcony, patio, yard, etc. which is part of the leased premises. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space of the leased premises.

Safety and non-interference. Installation: (1) must comply with reasonable safety standards; (2) may not interfere with the community’s cable, telephone or 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: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; or (2) any other method approved by Landlord in writing. No other 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.

Signal transmission from exterior dish or antenna to interior of dwelling. **Residents may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc.** if the satellite dish or antenna is installed outside the living area (on a balcony, patio, or yard of which is part of the leased premises), signals received by the satellite dish or antenna may be transmitted to the interior of Residents dwelling only by: (1) running a “flat” cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) 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 device glued to either side of the window – without drilling a hole through the window; (3) wireless transmission of the signal to a device inside the dwelling; or (4) any other method approved by Landlord in writing.

Workmanship. For safety purposes, Residents must obtain Landlords written approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker’s compensation insurance and adequate public liability insurance. Landlord approval will not be unreasonably withheld. Residents must obtain any permits required by the city for the installation and comply with any applicable city ordinances.

Maintenance. Residents will have the sole responsibility for maintaining the satellite dish or antenna and all related equipment. Landlord may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.

Removal and damages. Residents must remove the satellite dish or antenna and all related equipment when Residents move out of the dwelling. Residents must pay for any damages and for the cost of repairs or repairing which may be reasonably necessary to restore the leased premises to the condition prior to the installation of the satellite dish or antenna and related equipment.

Liability insurance and indemnity. Residents are fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Residents must provide Landlord with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to the satellite dish, antenna or related equipment. The insurance coverage must be no less than \$100,000 (which is an amount reasonably determined by us to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Residents agree to defend, indemnify and hold Landlord harmless from the above claims by others.

Deposit increase. A security deposit increase (in connection with having a satellite dish or antenna) may be required. If that is the case, the security deposit is increased by an additional sum of \$___0_(zero)_ to help protect Landlord against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises.

When Residents may begin installation. Residents may start installation of the satellite dish or antenna only after Residents have: (1) signed the Rules and Regulations; (2) provided Landlord with written evidence of the liability insurance referred; (3) paid Landlord the additional security deposit, if applicable.; and (4) received Landlords written approval of the installation materials and the person or company who will do the installation.

Signed and Accepted by:

Print Name: _____

Signature: _____ **Date:** _____

Landlord: _____ **Date:** _____