

## Addendum D Satellite Dish Addendum

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

**Number and size.** Owner 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 Owner dwelling, or (2) in an area outside Owner 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 Owner 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 systems or those of neighboring properties; (3) may not be connected to telecommunications systems; and (4) may not be connected to 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 three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within the leased premises (such as a balcony or patio railing); or (3) 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.** Owner 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 Owner dwelling only by: (1) running a "flat" cable under a 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; (2) 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); (3) 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; (4) wireless transmission of the signal to a device inside the dwelling; or (5) any other method approved by Landlord in writing.

**Signed and Accepted by:**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Landlord Rep:** \_\_\_\_\_

**Workmanship.** For safety purposes, Owner 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. Owner must obtain any permits required by the city for the installation and comply with any applicable city ordinances.

**Maintenance.** Owner 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.** Owner must remove the satellite dish or antenna and all related equipment when Owner moves out of the dwelling. Owner must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of the satellite dish or antenna and related equipment.

**Liability insurance and indemnity.** Owner is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Owner 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. Owner agrees 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 Owner may begin installation.** Owner may start installation of the satellite dish or antenna only after Owner has: (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.

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_