## SATELLITE DISH & ANTENNA ADDENDUM

Under the rules of the Federal Communications Commission (FCC), Owners/Agent may not prohibit the installation of satellite dishes and/or receiving antenna within the leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

**Size.** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.

**Location.** A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc. of which Resident has exclusive use under lease. Installation is not permitted on any parking area, roof, exterior wall, window, 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 that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.

**Safety & non-interference.** Satellite dish/antenna installation:: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems, and may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle.

**Outside Installation.** If a satellite dish or antenna is placed in a permitted are outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.

**Signal transmission from Outside Installation.** If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's 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); or (3) any other method approved by Owner/Agent.

Installation & Workmanship. For safety purposes, Resident must obtain Owner/Agent's 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 a company that has worker's compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment.

**Maintenance.** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.

Removal and damages. Any satellite dish, antenna and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of Resident's satellite dish or antenna and related equipment.

**Liability insurance and indemnity.** Resident is fully responsible for any satellite dish or antenna and related equipment. Owner/Agent  $\underline{\hspace{0.2cm}}$  does  $\underline{\hspace{0.2cm}}$  does not require evidence of liability insurance. If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna or related equipment. The insurance coverage must be no less than  $\underline{\hspace{0.2cm}}$  (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify and hold harmless from the above claims by others.

**Deposit Increase.** Owner/Agent \_\_\_\_ does \_X\_ does not require an additional security deposit (in connection with having a satellite dish or antenna). If Owner/Agent does require an increased deposit, Resident agrees to pay an additional security deposit in the amount of \$\_\_N/A\_\_ to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits pays to Owner be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).

When Resident may begin installation. Resident may start installation of satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with with written evidence of liability insurance (if required); (3) paid the Owner/Agent the additional security deposit (if required); (4) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.