

# Brooke Telecom

connecting rural communities since 1911

## AGREEMENT FOR DIGITAL TELEVISION

3241 PARK STREET, PO BOX 40, INWOOD, ONTARIO  
TEL: (519) 844-2160 · FAX: (519) 844-2077 · WWW.BROOKETEL.CA

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ YR \_\_\_\_\_ MO \_\_\_\_\_ DAY \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ PO Box/RR # \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ DRIVER'S LICENSE \_\_\_\_\_

SERVICE DESCRIPTION	MONTHLY FEE	MINIMUM TERM	INITIALS	PRICE
ESSENTIALS – INCLUDES OVER 120 CHANNELS	\$44.95	12 MONTHS		
TRIPLE PLAY – INCLUDES BASIC HOME PHONE + HIGH SPEED INTERNET + DIGITAL TV (ESSENTIALS WITH HD VIP 1200 SET TOP BOX.)	\$99.95	12 MONTHS		
ULTIMATE DTV – INCLUDES ESSENTIALS + ALL PACKAGES.	\$99.95	12 MONTHS		
MOVIES-MEGA MOVIES	\$16.95	3 MONTHS		
MOVIES-SUPER MOVIES	\$12.95	3 MONTHS		
MOVIES-MORE MOVIES	\$ 7.95	3 MONTHS		
ALL THREE MOVIE PACKAGES	\$33.95	3 MONTHS		
THEME-LIVING & LEARNING	\$10.95	3 MONTHS		
THEME-LIFESTYLE & ENTERTAINMENT	\$10.95	3 MONTHS		
THEME-SPORTS	\$10.95	3 MONTHS		
ALL 3 THEME PACKAGES	\$29.95	3 MONTHS		
PLAYBOY	\$16.95	1 MONTH		
SOUTH ASIAN	\$15.95	1 MONTH		
PICK AND PAY - OVER 40 CHANNELS TO CHOOSE FROM	\$ 2.50 EA.	1 MONTH		
CALL DISPLAY - SEE WHO IS CALLING ON THE PHONE WITHOUT LEAVING YOUR CHAIR!	\$4.95	1 MONTH		
			<b>SUB TOTAL</b>	\$
<b>DIGITAL HD RECEIVERS</b>		<b># OF TVS</b> _____		
<b>RENT TO OWN OPTIONS (12 MONTH TERM)</b>			<b>INITIALS</b>	
HD VIP 1200 (1200R) –STANDARD DIGITAL HD BOX	\$5.00	12 MONTHS		
HD PVR VIP 1216 (1216R) – RECORD 1 FAVOURITE SHOW WHILE WATCHING ANOTHER.	\$10.00	12 MONTHS		
<b>PURCHASE OPTIONS</b>				
HD VIP 1200 (1200R)	\$299.00	N/A		
HD PVR VIP 1216 (1216R)	\$495.00	N/A		
			<b>SUB TOTAL</b>	\$

**HIGH DEFINITION** – THE BEST VISUAL EXPERIENCE YOU CAN BUY!

PST: \$ \_\_\_\_\_

**TIME SHIFTING:** WATCH YOUR SHOWS WHEN YOU WANT TO.

GST: \$ \_\_\_\_\_

**VIDEO ON DEMAND:** COMING SOON!

TOTAL: \$ \_\_\_\_\_

### PAYMENT OPTIONS:

ADD TO MY BROOKE TELECOM ACCOUNT \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

PRE-AUTHORIZED PAYMENTS: ( PLEASE ATTACH VOID CHEQUE.)

VISA                      MASTERCARD                      EXPIRY DATE \_\_ / \_\_

NAME ON CARD: \_\_\_\_\_ CARD NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

I/WE AUTHORIZE BROOKE TELECOM CO-OPERATIVE LTD. TO WITHDRAW/APPLY CHARGES TO THE ACCOUNT INDICATED ABOVE ON THE 25TH DAY OF EACH MONTH. I UNDERSTAND THAT LATE FEES APPLY IF MY INVOICE IS NOT PAID BY THE DUE DATE, AND PENALTY FEES/LATE CHARGES MAY ALSO APPLY IF MY PAYMENT IS RETURNED.

I/WE AGREE TO BE FAMILIAR WITH AND ABIDE BY THE TERMS AND CONDITIONS OF SERVICE AS POSTED ON BROOKE TELECOM'S WEB SITE FROM TIME TO TIME. I CERTIFY THAT THE ABOVE INFORMATION IS TRUE. THIS INFORMATION IS TO BE USED ONLY FOR OPENING AND MAINTAINING AN ACCOUNT AND INFORMING ME OF NEW PRODUCTS AND SERVICES. I AM 18 YEARS OF AGE OR OLDER.

I HAVE PROVIDED A CREDIT CARD# THAT MAY BE CHARGED FOR ANY UNPAID BALANCE.

SIGNATURE: \_\_\_\_\_  
TERMS AND SERVICES ON BACK.

## TERMS AND SERVICES

All prices & conditions are subject to change without notice. All services may not be available in all areas. Channels and line-ups are subject to change without notice. We must have correct phone number, 911 address and name for the subscribed billing number in order to provide service. There are separate fees for each individual Digital TV outlet and only one television or FM receiver may be attached to any outlet. A Brooke Telecom Digital Receiver is required for each TV in use. Installation is defined as: "Connection of a Digital Receiver to a Television." Additional set up including but not limited to: home theatre connections, DVD players or other items will be charged at a rate of \$85/hour per installer. Any unauthorized attachment to Brooke Telecom's equipment or tampering with Brooke Telecom's equipment or unauthorized use of Brooke Telecom's signal(s) constitutes a breach of this agreement and theft under the Criminal Code of Canada. The customer shall not part with the possession of the rental equipment nor permit it to be removed from his possession as hereinafter set out. If the customer or anyone on their behalf breaches this, the taking of the rental equipment shall be deemed a theft of same as defined by the Criminal Code of Canada. Customers terminated before end of the minimum term will be charged an amount equal to 50% of the remaining term (excluding any rent to own equipment such as Digital Receivers which must be paid in full). Digital Receivers are offered with a full, lifetime limited warranty while you remain a customer of Brooke Telecom. (excluding lightning strikes/power surges.) Upon the termination of the contract, if the subscriber fails to return said rental equipment to the office, Brooke Telecom shall on 15 days notice apply the outstanding balance to customer's account with Brooke Telecom. The customer hereby assumes and shall bear the entire risk of loss and damage to the equipment save and except reasonable wear and tear. No damage or loss to the equipment or any part thereof shall impair any obligation of the customer under this agreement which shall continue in full force and effect. Brooke Telecom reserves the right to increase equipment rental fees upon notice to the subscriber. The customer agrees that Brooke Telecom has rented the equipment solely for the purpose and the customer shall not use the equipment for any other purpose whatsoever. In the event the customer uses the equipment for any purpose other than that specified, Brooke Telecom at its option may at once terminate this contract and retake the equipment. Any collection and legal costs incurred by Brooke Telecom regarding breach of any term of this contract shall be the responsibility of the customer and shall be due and payable forthwith upon demand. The customer shall indemnify Brooke Telecom and hold Brooke Telecom harmless from any and all claims, actions, suits, costs, expenses, damages, and liabilities including solicitor's fees arising out of, in connection with, or resuming from the equipment including without limitation the possession, use or return of the said equipment. Brooke Telecom shall not be liable for any injury or damage whatsoever to property or persons resulting from any use or operation whatsoever of the equipment. In the event the customer breaches any of the terms or conditions of this agreement, Brooke Telecom shall have the option without notice to end this agreement and to retake the said equipment as hereby provided and shall have the further right to exercise any one or more of the following remedies: to declare the entire amount of rent hereunder immediately due and payable to Brooke Telecom without damage or notice to the customer to sue for and recover all rent accrued or thereafter accruing with respect to said equipment, to take possession of the equipment without demand or notice wherever same may be located, without any court order or other process of law, the customer hereby waives any and all damage occasioned by such taking possession of equipment and possession may be secured. The customer is responsible for replacement of batteries. Equipment should not be placed on top of furniture as Digital Receiver may cause damage to finished surfaces. Brooke Telecom accepts no responsibility for such damage. Plans terminated before the end of the minimum term will be charged an amount equal to the remainder of the term + any rental fees owing. The customer agrees to pay Brooke Telecom the full replacement value of any of Brooke Telecom's equipment not returned to Brooke Telecom upon disconnection together with any costs incurred by Brooke Telecom in obtaining or attempt to obtain possession of any such equipment or payment of such amounts. I agree that Brooke Telecom is not liable to me for any damages whatsoever (including for failure of service). You agree that any features, options or other elements of the service may be modified, discontinued or terminated by Brooke Telecom, in its sole discretion upon notice to you. To the extent that you have selected an agreement with a committed term, you agree that the early termination fee set out above represents a reasonable pre-estimate of Brooke Telecom's damages in the event that you do not complete your committed term. I have provided a Credit Card # that may be charged for any unpaid balance.