

# ADDENDUM TO LEASE AGREEMENT

## SATELLITE AND ANTENNA

As our tenant, you have a limited right to install a receiving satellite dish or antenna on the leased premises, subject to FCC regulations. We, as a rental-housing owner, are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agreed to follow.

1. **NUMBER AND SIZE.** You may install only 1 satellite dish or antenna within the premises that are leased to you for your exclusive use. "Antenna" is defined as any device used for the reception of video or audio services, including direct broadcast satellite (DBS), television broadcast (TVBS), and multichannel multipoint distribution service (MMDS). A satellite dish may not exceed one meter (39.4 inches) or less in diameter or diagonal measurement. Antennas that only transmit signals or that are not covered by 47 CFR ' 1.4000 are prohibited.

2. **LOCATION.** Your satellite dish or antenna must be located: (1) inside your premises, or (2) in an area outside your premises, such as a balcony, patio, yard, etc., to which you have exclusive use under your Lease. 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 that is leased to you for your exclusive use.

3. **SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Landlord's telecommunication systems; and (4) may not be connected to Landlord's 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 appertaintment to your leased premises (such as a balcony or patio railing); or (3) any other method approved by Landlord in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

4. **SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.** If your satellite dish or antenna is installed outside your premises (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your premises only by the following methods: (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) 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 from the satellite dish or antenna. You may not damage or alter the leased premises, and may not drill holes through outside walls, door jams, windowsills, etc.

5. **SAFETY IN INSTALLATION.** In order to assure safety, we reserve the ultimate right to approve or reject the strength and type of materials used for installation. A qualified person or company must do installation. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

6. **MAINTENANCE.** You have the sole responsibility for maintaining your satellite dish or antenna and all related equipment.

7. **REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the premises. You must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish or antenna and related equipment. You will not be responsible for normal wear.

8. **LIABILITY AND INDEMNITY.** You take full responsibility for the satellite dish or antenna and related equipment, and are liable for any personal injury or damage caused to the Landlord's property or the property of other tenants arising out of the installation, maintenance or use of the satellite dish, antenna or related equipment. You must provide Landlord with evidence of liability insurance in sufficient amounts to protect Landlord against claims of personal injury and property damage related to your satellite dish, antenna or related equipment. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold Landlord harmless and indemnify Landlord against any claims by others.

9. **SECURITY DEPOSIT.** Your security deposit (as set forth in your Lease Agreement) shall be increased by an additional minimum sum of \$250.00 to help protect Landlord against possible repair costs, damages or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting the additional security deposit may vary, depending on: (1) how the dish or antenna (nails, screws, lag bolts drilled into walls) will be attached; (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc.

10. **WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish or antenna only after you have: (1) signed this addendum; (2) provided Landlord with written evidence of the liability insurance referred to in paragraph 8 of this Addendum; (3) paid Landlord the additional security deposit, if applicable, in paragraph 9; and (4) received Landlord's written approval of the installation materials and the person or company who will do the installation.

11. **MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed. If any of these provisions are ruled to be invalid, the remaining provisions of this Addendum shall remain in full force and effect.

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Landlord or Landlord's Representative as Authorized Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant's Unit Number

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date of Addendum

\_\_\_\_\_  
Date