



Date: \_\_\_\_\_ Customer/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ PO Box: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

SIN: \_\_\_\_\_ Drivers License: \_\_\_\_\_

Credit Card: \_\_\_\_\_ Add to my Mornington Account: \_\_\_\_\_

Equipment / Service Charges			
Quantity		Charge	
<b>VIP 1200</b>			
Rental	_____ @	\$	_____
Purchase	_____ @	\$	_____
<b>Serial Number</b>			
Unit 1:	_____		
Unit 2:	_____		
<b>VIP 1216</b>			
Rental	_____ @	\$	_____
Purchase	_____ @	\$	_____
<b>Serial Number</b>			
Unit 1:	_____		
Unit 2:	_____		
Number of TV's: _____ SD _____ HD			

Monthly Rate Plans			
Quantity		Monthly Charge	Contract Period
_____	Basic TV @	\$ _____	12 mths
_____	Enhanced @	\$ _____	12mths
_____	Turbo Charge Bundle @	\$ _____	24 mths
_____	All-For-One @	\$ _____	12 mths
_____	More Movies @	\$ _____	30 days
_____	Living & Learning @	\$ _____	30 days
_____	Life & Entertain @	\$ _____	30 days
_____	Mega Sports @	\$ _____	30 days
_____	The Movie Network @	\$ _____	30 days
_____	Superchannel @	\$ _____	30 days
_____	Premium Movie Combo @	\$ _____	30 days
_____	Pick & Pay @	\$ _____	30 days
_____	Playboy @	\$ _____	30 days
_____	South Asian TV @	\$ _____	30 days

**I am aware that there is a minimum \$30 - \$99 installation fee for every additional STB installation**

**I am aware that I am committing to a \_\_\_\_\_ month contract period and I am aware of all obligations and repercussions (See Terms of Service)**

\_\_\_\_\_ Initials

\_\_\_\_\_ Initials

**Pick & Pay Channels:**

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Animal Planet             | <input type="checkbox"/> Drive -In Classics | <input type="checkbox"/> Movie-ola           | <input type="checkbox"/> Sex TV                |
| <input type="checkbox"/> BBC Canada                | <input type="checkbox"/> Equator TV         | <input type="checkbox"/> Much Vibe           | <input type="checkbox"/> Showcase - Action     |
| <input type="checkbox"/> BBC Kids                  | <input type="checkbox"/> ESPN Classic       | <input type="checkbox"/> MTV 2               | <input type="checkbox"/> Showcase - Diva       |
| <input type="checkbox"/> Biography                 | <input type="checkbox"/> Fashion TV         | <input type="checkbox"/> National Geographic | <input type="checkbox"/> Silverscreen Classics |
| <input type="checkbox"/> Bold                      | <input type="checkbox"/> Fight Network      | <input type="checkbox"/> NHL Network         | <input type="checkbox"/> Travel Channel        |
| <input type="checkbox"/> Book TV                   | <input type="checkbox"/> Fine Living        | <input type="checkbox"/> Oasis HD            | <input type="checkbox"/> Treasure HD           |
| <input type="checkbox"/> Cosmo                     | <input type="checkbox"/> G4 Tech            | <input type="checkbox"/> One                 | <input type="checkbox"/> TSN HD                |
| <input type="checkbox"/> Court TV Canada           | <input type="checkbox"/> GOL TV             | <input type="checkbox"/> Out TV              | <input type="checkbox"/> TV Land               |
| <input type="checkbox"/> Discovery Channel HD      | <input type="checkbox"/> IFC                | <input type="checkbox"/> Punch Much          | <input type="checkbox"/> Wild TV               |
| <input type="checkbox"/> Discovery Civilization HD | <input type="checkbox"/> Leafs TV           | <input type="checkbox"/> Raptor TV           | <input type="checkbox"/> World Fishing Network |
| <input type="checkbox"/> Discovery Health          | <input type="checkbox"/> Leafs TV HD        | <input type="checkbox"/> Raptor TV HD        |  |
| <input type="checkbox"/> Discovery Kids            | <input type="checkbox"/> Military Channel   | <input type="checkbox"/> Rush HD             |  |

**Current Promotion:** \_\_\_\_\_

**PVR Functions - Standard Function is to be able to record what you are watching**

Additional Video Streams	\$2.00 per stream	Number of streams: _____
Pause TV	\$4.95 per month	Add to My Account: _____

PRE-AUTHORIZED PAYMENT AUTHORIZATION	
<b>SELECT ONE OF THE FOLLOWING AND COMPLETE DETAILS AS REQUIRED:</b>	
<b>From Bank Account</b> (Please provided an unsigned VOID cheque)	<b>From Credit Card</b>
Bank Number _____ Transit Number _____ Account Number _____	_____ Visa _____ Mastercard Expiry date ____ / ____ (mm/yy)
I agree that a Pre-authorized Debit in the amount of my monthly invoice may be drawn from my account monthly on the 26th (due date). I will promptly inform Mornington Communications, in writing, of any changes in the account information prior to the next due date of the preauthorized debit. Either myself or Mornington Communications may revoke this authorization by delivering a <b>WRITTEN NOTICE</b> to the other party at any time. I also warrant that all person(s) whose signatures are required to sign on the account have signed this authorization.	
Signature _____	2nd Signature (if required on Chequing Account) _____

The customer represents and warrants that all of the above information is and will be true and correct.  
**It is acknowledged and agreed by and between Mornington Communications Co-operative Limited and the Customer that the terms contained on this page and the terms and conditions contained on the reserve side of this page shall collectively form the agreement between the parties with respect to the subject matter hereof.**  
 Receipt of Agreement: The Customer by signature hereto does hereby acknowledge receipt of this Agreement.

Mornington Communications Co-operative Limited

Customer

## MORNINGTON DIGITAL TV – TERMS OF SERVICE

This Digital TV Service Agreement ("Agreement") is between Mornington Communications Co-operative Limited of 16 Mill Street East, Milverton Ontario N0K 1M0 ("MCCL") and the CUSTOMER as defined on the reverse.

**Whereas** MCCL is in the business of providing television services (the "SERVICES")

**And Whereas** the CUSTOMER wishes to retain MCCL to provide the SERVICES and MCCL wishes to provide the CUSTOMER with such services, all on the terms and conditions contained herein;

**NOW**, therefore, in consideration of the premises, the mutual covenants set forth in this Agreement and of other goods and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, MCCL and the CUSTOMER agrees as follows:

1. The CUSTOMER shall receive those services and shall pay MCCL those fees specified on the reverse of this form plus any applicable taxes. Such fees shall be paid by the CUSTOMER monthly, in advance.
2. MCCL reserves the right to disconnect service if payment is not made when due and to charge an administration fee upon reconnection.
3. Interest will be charged on overdue accounts and / or a collection service fee will be charged.
4. Rates may be adjusted from time to time subject only to any requirements of the Canadian Radio- Television and Telecommunications Commission.
5. MCCL employees and agents shall be allowed reasonable access to the CUSTOMER's premises to install, maintain or disconnect service or equipment.
6. There are separate fees for each individual digital TV outlet and only one television or FM receiver may be attached to any outlet. Any unauthorized attachments to MCCL's cable or equipment or tampering with MCCL's equipment or unauthorized use of MCCL's signals constitute a breach of this agreement and theft under the Criminal Code of Canada.
7. **MONTHLY RENTALS:** All equipment, cables and connections installed or provided by MCCL remains the property of MCCL. The CUSTOMER agrees to pay to MCCL full replacement value of any equipment not returned to MCCL upon disconnection, together with any costs incurred by MCCL in obtaining or attempted to obtain possession of any such equipment or payment of such amounts.
8. Upon completion of the contracted amount of time as defined on the reverse, this agreement may be terminated by either MCCL or the CUSTOMER upon thirty days written notice.
9. 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 his behalf breaches this covenant the taking of the rental equipment shall be deemed a theft of same as defined by the Criminal Code of Canada.
10. Upon default, expiration or earlier termination of this agreement for any of the reasons set out in this agreement, the CUSTOMER shall return the rental equipment to MCCL forthwith in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone accepted. Upon the default, expiration or earlier termination as herein before set out, if the CUSTOMER fails forthwith to return the said rental equipment, MCCL shall on 15 days notice be able to take any one or more of the remedies as listed in Paragraph 19 herein.
11. 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.
12. MCCL reserves the right to increase equipment rental fees upon notice to the CUSTOMER.
13. The CUSTOMER agrees that MCCL 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, MCCL at its option may at once terminate this contract and retake the equipment.
14. Any collection and legal costs incurred by MCCL regarding breach of any term of this contract shall be the responsibility of the CUSTOMER and shall be due and payable forthwith upon demand.
15. The rental equipment is, and shall at all times be and remain the sole and exclusive personal property of MCCL, and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this lease.
16. The CUSTOMER shall indemnify MCCL and hold MCCL 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 if the said equipment.
17. MCCL shall not be liable for any injury or damage whatsoever to property or persons resulting from any use or operation whatsoever of the rental equipment.
18. In the event the CUSTOMER breaches any of the terms or conditions of this agreement, MCCL shall have the option without notice to end this agreement and to retake the said rental equipment as herein provided and shall have the further right to exercise any one or more of the following remedies:
  - a. to declare the entire amount of rent hereunder immediately due and payable to MCCL without damage or notice to the CUSTOMER
  - b. to sue for and recover all rent accrued or thereafter accruing with respect to said equipment;
  - c. 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 damages occasioned by such taking possession of equipment and possession may be secured in accordance with the terms of paragraph 11 hereof. Any said taking of possession shall not constitute a termination of the lease unless MCCL expressly notifies the CUSTOMER in writing.
19. All covenants and undertakings and agreements in this contract shall be construed as joint and several regarding the CUSTOMER(s)
20. Rental payments will commence on the date of installation and shall be due monthly in advance.
21. The CUSTOMER shall pay forthwith to MCCL the replacement value(s) as shown below plus applicable PST and GST for any equipment damaged, destroyed or not returned upon termination of this agreement failing which MCCL shall have the rights as provided in paragraph 19 herein.
22. **CUSTOMER IS RESPONSIBLE FOR THE REPLACEMENT OF EXPIRED BATTERIES**

IT IS YOUR RESPONSIBILITY TO ARRANGE FOR THE RETURN OF THE RENTAL EQUIPMENT TO OUR OFFICE SHOULD YOU MOVE OR CANCEL THIS AGREEMENT.

NOTE: Equipment should not be placed directly on top of furniture as rubber feet may cause damage to finish surfaces. MCCL accepts no responsibility for such damage.