

Satellite Dish Addendum

This will serve as an Addendum to the Lease dated _____, between **Southeast Housing, LLC** (Owner) and _____ (Resident) Regarding the Premises located at _____.

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

- 1. Number and Size.** Resident 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.
- 2. Location.** Location of the satellite dish or antenna is limited to (1) inside Owner Premises, or (2) in an area outside Owner Premises such as a balcony, patio, yard, etc. which is part of the 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.
- 3. 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 Owner in writing. No other methods are allowed. Owner 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.** Resident 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's Premises 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 Premises; or, (5) any other method approved by Owner in writing.
- 5. Workmanship.** For safety purposes, Resident must obtain Owner's 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. Owner approval will not be unreasonably withheld. Resident must obtain any permits required by the city for the installation and comply with any applicable city ordinances.
- 6. Maintenance.** Resident will have the sole responsibility for maintaining the satellite dish or antenna and all related equipment. Owner may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.
- 7. Removal and Damages.** Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the Premises. Resident 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.

- 8. Liability Insurance and Indemnity.** Resident is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Resident must provide Owner with evidence of liability insurance to protect Owner 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 and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify and hold Owner harmless from the above claims by others.

- 9. 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 \$_____ to help protect Owner 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.

- 10. When Resident may begin installation.** Resident may start installation of the satellite dish or antenna only after Resident has: (1) signed the Addendum; (2) read applicable section regarding satellite dishes in the Resident Guide; (3) provided Owner with written evidence of the liability insurance referred to in paragraph 8 of this addendum; (4) paid Owner the additional security deposit, if applicable, in paragraph 9; and, (5) received Owner's written approval of the installation materials and the person or company who will do the installation.

Resident:

_____ **Date:** _____

_____ **Date:** _____

Owner:

_____ **Date:** _____

_____ **Date:** _____