



**Switch & Save Program  
24 Month Service Agreement**



This Agreement governs the terms and conditions of Muscatine Power and Water (MP&W) communication services included within the Switch & Save program and your obligations in order to participate in the Switch & Save program. The terms of this Agreement supplement any other terms and conditions contained in MP&W’s Communications Utility Service Rules (“Service Rules”) and the standard Service Agreement Terms and Conditions. When you sign below, you represent that you are at least 18 years old and are legally able to enter into this Agreement.

**1. ELIGIBILITY.** The Switch and Save program is available to residential customers who do not currently have MPW Digital TV services and who switch from a satellite TV provider such as DirecTV or Dish Network (“Satellite TV”) to MPW Digital TV services. Along with signing this Service Agreement, you are required to provide proof of a current Satellite TV service contract and any applicable termination fees or early termination fees (together, “Satellite Termination Fees”) that would apply to your account following disconnect of that existing Satellite TV service.

**2. PROMOTION.** In exchange for your agreement to the Switch & Save program, MPW Digital TV will issue a one-time credit on your MP&W Communication Services account of up to two hundred and fifty dollars (up to \$250.00) to offset applicable Satellite Termination Fees. The credit allowed under the Switch & Save program is limited to the actual Satellite Termination Fee(s) applicable to your satellite TV account. You must provide documentation of the Satellite Termination Fee before any credit will be given under the Switch & Save program. No credit will be given until proof of the Satellite Termination Fee is provided, which MP&W understands could take up to 60 days from the date you terminate your satellite service.

**3. TWO-YEAR SERVICE AGREEMENT REQUIRED.** In exchange for the credit described above, you agree to continuously subscribe to at least the Select Tier of MP&W Digital TV for 24 consecutive months (the "Term"), beginning with the date this signed Agreement is received and processed by MP&W (the "Acceptance Date").

**4. FEES FOR EARLY TERMINATION OF THIS SERVICE AGREEMENT.**

**4.1. Early Termination Fee.** If your MPW Digital TV account is disconnected or you reduce your MPW Digital TV subscription below the Switch & Save program requirements for any reason before the expiration of the Term, you will owe MP&W an early termination fee as calculated below (“ETF”) and that ETF will be charged on your MP&W Communications Services account. The applicable ETF is reduced for every month that you honor your subscription commitment under the Switch and Save program.

Months in the Program	ETF	Months in the Program	ETF	Months in the Program	ETF	Months in the Program	ETF	Months in the Program	ETF	
Less than 1	250	5	200	10	150	15	100	20	50	
1	240	6	190	11	140	16	90	21	40	
2	230	7	180	12	130	17	80	22	30	
3	220	8	170	13	120	18	70	23	20	
4	210	9	160	14	110	19	60	24	10	
									More than 24	0

**4.2. Exceptions.** You will not be charged the ETF if you are able to prove that: (a) your residence was converted to a MP&W Bulk Property account; (b) the Customer on the account is deceased; or (c) you move within the MPW Digital TV service area and maintain the level of MPW Digital TV Services required under this Agreement. In case of a move within the MPW Digital TV service territory, you must immediately notify MP&W of the new service, order installation, and be reconnected with MPW Digital TV within four (4) weeks of the change of service to the new address or an ETF will be incurred.

**4.3. No Waiver for Vacation/EZ Hold Disconnection.** Customers who disconnect services for vacation time are ineligible to participate in the Switch & Save program. There must not be any disruption of services at the same address during the Term or you will incur the ETF.

