

## SERVICE and CPE ASSIGNMENT and ASSUMPTION AGREEMENT

*To initiate the transfer of ownership, please fill in the blanks on both pages of this form and fax the completed document to Sprint Broadband Direct Customer Service at (520) 807-8554.*

This Assignment and Assumption Agreement is effective within 72 hours of execution by all parties as requested on page two, by and between Sprint Communications Company L.P., ("Sprint"),  
\_\_\_\_\_ ("Assignee", person receiving equipment),  
and \_\_\_\_\_ ("Assignor", person releasing equipment).

For the circumstance defined on the following page and if necessary as assured by the Assignee, certain substitutions for the Assignor's signature are allowed.

The recitals are an integral part of this Agreement.

### RECITALS

Assignor and Sprint entered into a Sprint Broadband Direct **Commercial** {or} **Residential** (circle one) Agreement signed by Assignor and Sprint, under which Assignor agreed to procure, and Sprint agreed to provide Sprint Broadband Direct services (the "Agreement").

Assignor has expressed a desire for Assignee to become a party to the Agreement in place of Assignor.

Sprint has agreed to the assignment of the Agreement to Assignee, and Assignee has agreed to assume the performance of the Agreement and all of Assignors' liabilities and obligations under the Agreement.

The parties desire to set forth in writing their understanding of the assignment and assumption of Agreement in this Assignment and Assumption Agreement.

The parties agree as follows:

1. **Assignment.** Assignor transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Agreement including customer premise equipment "CPE" ownership. CPE includes Modem and Antenna.
2. **Assumption.** Assignee assumes and will timely pay, perform and discharge all of the obligations of Assignor under the Agreement in accordance with its terms.
3. **Consent.** Sprint consents to the assignment of the Agreement from Assignor to Assignee.
4. **Successors.** All terms and conditions of this Assignment and Assumption Agreement are binding upon and inure to the benefit of and are enforceable by the respective successors and permitted assigns of the parties to this Assignment and Assumption Agreement.
5. **Governing Law.** This Assignment and Assumption Agreement will be governed by the laws of the State of Kansas without regard to choice of law principles.

## SERVICE and CPE ASSIGNMENT and ASSUMPTION AGREEMENT

To indicate the Assignor of this Agreement, please check and complete the applicable box:

<b>Box 1</b>	<input type="checkbox"/>	Previous Owner				
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"><i>Printed Name</i></td> <td style="width: 50%; border-bottom: 1px solid black;"><i>Daytime Phone Number with area code</i></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><i>Signature</i></td> <td style="border-bottom: 1px solid black;"><i>Date</i></td> </tr> </table>		<i>Printed Name</i>	<i>Daytime Phone Number with area code</i>	<i>Signature</i>	<i>Date</i>
	<i>Printed Name</i>	<i>Daytime Phone Number with area code</i>				
	<i>Signature</i>	<i>Date</i>				
By signing this Agreement, I agree to assign service and CPE ownership to the Assignee.						

<b>Box 2</b>	<input type="checkbox"/>	Landlord of rental/leased real property where CPE was found abandoned.				
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"><i>Printed Name</i></td> <td style="width: 50%; border-bottom: 1px solid black;"><i>Daytime Phone Number with area code</i></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><i>Signature</i></td> <td style="border-bottom: 1px solid black;"><i>Date</i></td> </tr> </table>		<i>Printed Name</i>	<i>Daytime Phone Number with area code</i>	<i>Signature</i>	<i>Date</i>
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By signing this Agreement, I agree to assign CPE ownership to the Assignee.						

<b>Box 3</b>	<input type="checkbox"/>	Signature of Assignee as assurance that CPE was abandoned on their real property. By arrangement, another paid for installation, equipment and service as a benefit to me. That arrangement has ended and its owner has abandoned the equipment located at my place of residence or business.				
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By signing this Agreement, I affirm that the information herein is true and correct.						

<b>Box 4</b>	<input type="checkbox"/>	Contractual sales agreement for real property specifically including CPE (even if hand written). <i>Contract must be attached.</i>				
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By signing this Agreement, I affirm that the information herein is true and correct.						

<b>Box 5</b>	<input type="checkbox"/>	Signature of Assignee as assurance that equipment and service has been conveyed from original owner to Assignee. Assignee agrees to be bound by a contract at the current promotional or market rate.				
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By signing this Agreement, I affirm that the information herein is true and correct.						

**Assignee Information (All fields required. Please print or type.)**

Name:	_____		
Service Address	_____		
Street:	_____	Apt/Suite:	_____
City	_____		
State:	_____	ZIP:	_____
Daytime/Work Phone:	_____	Home Phone:	_____
Primary Email Address:	_____		Mother's Maiden Name: _____
Method of Payment:	_____		
	<i>Credit Card Number</i>	<i>Expiration Date</i>	
<p><i>If you prefer not to FAX this information, we will call your Daytime/Work phone to complete your request. To use automatic bank withdrawal, complete and deliver the ACH/Direct Payment Form via fax at 520-807-8554.</i></p>			
	<i>Signature of Assignee</i>	<i>Date</i>	
<p>By signing this Agreement, I acknowledge and agree <b>1</b>) to be bound by the Sprint Broadband Direct Customer Agreement, including for Residential Customers the agreement to pay for the Services when due using a valid credit card or automatic bank withdrawal; <b>2</b>) that the account is not under a term agreement and will be priced at the current Market rate unless completing the Assignor's active term/contractual agreement (promotions are non-transferable) as indicated by his or her signature in Box 1.</p>			

Sprint Communications Company L.P (Print or Type)

For Office Use Only

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_