

**CHAPTER 378**  
**(CORRECTED COPY)**

AN ACT concerning television and telephone service contracts and supplementing Titles 48 and 56 of the Revised Statutes.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

C.48:5A-11.12 Definitions relative to cable television, telecommunications service contracts.

1. As used in section 2 of P.L.2017, c.378 (C.48:5A-11.13):

“Bundle contract” means the provision of cable television service and telecommunications service to a residential customer in this State through a contract with a cable television company for those services.

“Cable television company,” “CATV company,” “cable television service,” and “CATV service” shall have the same meaning as provided in section 3 of P.L.1972, c.186 (C.48:5A-3).

“Residential customer” or “customer” means a customer receiving cable television service from a cable television company.

“Telecommunications service” shall have the same meaning as provided in section 2 of P.L.1991, c.428 (C.48:2-21.17).

“Victim of domestic violence” shall have the same meaning as provided in section 3 of P.L.1991, c.261 (C.2C:25-19).

C.48:5A-11.13 Opting out of contract without penalties for victims of domestic violence.

2. A cable television company shall allow a residential customer who is under a contract with a CATV company, including but not limited to, a bundle contract or multi-year contract, to opt-out of the contract without paying an early termination fee or other similar charge when the customer is a victim of domestic violence and requests to opt-out of the contract in writing. The residential customer who is a victim of domestic violence shall provide to the CATV company, within one year of the customer’s request, a copy of a permanent restraining order: issued by a court pursuant to section 13 of the “Prevention of Domestic Violence Act of 1991,” P.L.1991, c.261 (C.2C:25-29); or from another jurisdiction issued pursuant to the jurisdiction’s laws concerning domestic violence. A request for opting-out of the contract without charge shall be made in good faith. The CATV company shall waive the otherwise applicable charges for the residential customer requesting to opt-out of the contract as of the date the CATV company receives the request.

C.48:17-37 Definitions relative to telecommunications, cable television service.

3. As used in section 4 of P.L.2017, c.378 (C.48:17-38):

“Bundle contract” means the provision of telecommunications service and cable television service to a residential customer in this State through a contract with a local exchange telephone company for those services.

“Cable television service” shall have the same meaning as provided in section 3 of P.L.1972, c.186 (C.48:5A-3).

“Local exchange telephone company” and “telecommunications service” shall have the same meaning as provided in section 2 of P.L.1991, c.428 (C.48:2-21.17).

“Residential customer” or “customer” means a customer receiving telecommunications service from a local exchange telephone company.

“Victim of domestic violence” shall have the same meaning as provided in section 3 of P.L.1991, c.261 (C.2C:25-19).

C.48:17-38 Opting out of contracts without penalty for victims of domestic violence.

4. A local exchange telephone company shall allow a residential customer who is under contract with the local exchange telephone company, including but not limited to, a bundle contract or multi-year contract, to opt-out of the contract without paying an early termination fee or other similar charge when the customer is a victim of domestic violence and requests to opt-out of the contract in writing. The residential customer who is a victim of domestic violence shall provide to the local exchange telephone company, within one year of the customer’s request, a copy of a permanent restraining order: issued by a court pursuant to section 13 of the “Prevention of Domestic Violence Act of 1991,” P.L.1991, c.261 (C.2C:25-29); or from another jurisdiction issued pursuant to the jurisdiction’s laws concerning domestic violence. A request for opting-out of the contract without charge shall be made in good faith. The local exchange telephone company shall waive the otherwise applicable charges for the residential customer requesting to opt-out of the contract as of the date the local exchange telephone company receives the request.

C.56:12-97 Definitions relative to direct broadcast satellite and telecommunications service.

5. As used in section 6 of P.L.2017, c.378 (C.56:12-98):

“Bundle contract” means the provision of direct broadcast satellite service and telecommunications service to a residential customer in this State through a contract with a provider of direct broadcast satellite service for those services.

“Provider of direct broadcast satellite service” or “provider” shall have the same meaning as provided in 47 U.S.C. s.335.

“Residential customer” or “customer” means a customer receiving direct broadcast satellite service from a provider of direct broadcast satellite service.

“Telecommunications service” shall have the same meaning as provided in section 2 of P.L.1991, c.428 (C.48:2-21.17).

“Victim of domestic violence” shall have the same meaning as provided in section 3 of P.L.1991, c.261 (C.2C:25-19).

C.56:12-98 Opting out of contracts without penalty for victims of domestic violence.

6. A provider of direct broadcast satellite service shall allow a residential customer who is under contract with the provider, including but not limited to, a bundle contract or multi-year contract, to opt-out of the contract without paying an early termination fee or other similar charge when the customer is a victim of domestic violence and requests to opt-out of the contract in writing. The residential customer who is a victim of domestic violence shall provide to the provider, within one year of the customer’s request a copy of a permanent restraining order: issued by a court pursuant to section 13 of the “Prevention of Domestic Violence Act of 1991,” P.L.1991, c.261 (C.2C:25-29); or from another jurisdiction issued pursuant to the jurisdiction’s laws concerning domestic violence. A request for opting-out of the contract without charge shall be made in good faith. The provider shall waive the otherwise applicable charges for the residential customer requesting to opt-out of the contract as of the date the provider receives the request.

7. This act shall take effect immediately and apply to contracts entered into or renewed after the effective date of this act.