

CALL US 1-877-WHENEVER (943-6383)

USA, Mexico and Canada Cell Phone Rental Agreement

Please print legibly. Complete ALL information fields and return entire Agreement to SatellitePhoneStore.com via:

FAX: 1.877.971.2255

SCAN & EMAIL: fax@satellitephonestore.com

MAIL: 1945 17th Street

Sarasota, FL 34234

Call 1.941.955.1020 or 1.877.WHENEVER (943.6383) with questions or concerns.

All Next day orders received after 4:30 pm (EST) Monday through Friday until 6:30 pm (EST) and anytime on Saturday will incur a \$40.00 expedite fee. For shipments needed beyond these times please call about same day and expedited shipping options.

SECTION 1 – CUSTOMER RENTAL INFORMATION

Residential Commercial

Customer Name _____

Company Name (if any) _____

Date of Application _____

Applicant's Address _____

City _____ State _____ Zip _____ Country _____

Daytime Phone Number _____

Cell / Mobile Number _____

Fax Number _____

Primary email _____ Secondary email _____
(Used to send shipping confirmation and billing records)

Alternate contact person information:

Name _____

Phone Number _____

Email _____

Delivery address is different from above Residential Commercial

Attention to: _____

Street Address _____

City _____ State _____ Zip _____ Country _____

This RENTAL AGREEMENT ("Agreement") is made and entered into as of the date indicated below between Whenever Communications LLC. DBA: SatellitePhoneStore.com and the Customer.

SECTION 1.2 – AREA OF USE, EFFECTIVE RENTAL DATES

Please indicate intended area of use: _____
(Exact location Countries/Area/Etc.—Very important!)

Receive ON (MM/DD/YY)

**THIS IS THE DATE YOU NEED TO RECEIVE THE EQUIPMENT BY,
THIS IS THE FIRST RENTAL DAY**

Return ON (MM/DD/YY)

**THIS IS THE EXPECTED RETURN DATE
This is the last rental date.**

SECTION 1.3 – EQUIPMENT SELECTION & RENTAL RATES

Cell Phone Rental Plans

Mexico, USA and Canada Cell phone rental package



Unlimited anytime minutes and phone rental – just **\$12.95** per day

Number of Days _____ **X Number of Phones** _____ **X \$12.95 =** _____

SECTION 1.4 – METHOD OF SHIPMENT: Shipping Options

Shipping rates listed are for 2 phones. Additional phones will be shipped for \$4 extra per phone. International and customers will be charged any applicable duty fees. USPS is our carrier for PO Boxes and APO. Packages to all other locations are carried via UPS. Customers from Alaska, Hawaii, Puerto Rico, and Canada must select 1 or 2 day shipping options. Signature required upon delivery unless indicated by checking the last box and initialing where indicated. Additional fees may apply.

- \$11.50 – 3rd Business Day shipping UPS** – (By 4:30pm businesses, 7:00pm Residential areas) **Contiguous US only**
- \$22.95 – 2nd Day shipping UPS** (by 8:00 PM 2nd business day)
- \$32.95 – Next Business Day** (Mon-Fri by 8:00pm destination time, available in most cities)
- \$42.95 – Priority Overnight by 11:00 AM** (by 11:00am destination time, morning delivery available in most cities)
- \$69.95 – Overnight AM First Delivery by UPS** (by 8:30 AM; available in most major cities only)
- \$82.45 – Saturday Overnight AM First Delivery by UPS** (by 8:30 AM; available in most major cities only)
- \$129.95 – Same Day - Next available flight to destination airport** (Continental or Delta airlines from airport code SRQ)
- \$61.95 – Saturday Delivery by 1:00 PM** (available in most cities)
- \$24.95 – Florida Priority Air Overnight** (10:30 next morning)
- \$24.95 – Intra-Day shipping in Florida or neighboring states via Greyhound** for station pickup
- \$24.00 – Return shipping label UPS** for up to 2 phones; add \$4 each additional phone **(USA DOMESTIC ONLY)**
- FREE – Florida 1-2 day w/UPS Ground**
- “NO DELIVERY SIGNATURE OPTION” – Package will be left at premises. Initial below.**
 _____ (Customer Initials) I accept responsibility for the shipment of rented unit(s) without signature upon delivery

SECTION 1.5 – STANDARD INCLUDED RENTAL EQUIPMENT

The following standard equipment has been or will be provided to the customer as part of this Agreement. Proof of delivery and return will be provided by both parties through execution of a delivery receipt or signed delivery via common courier unless waived by the customer. If additional equipment / accessories are provided and/or selected by the customer, customer will pay additional rental charges as noted in Section 1.6.

STANDARD EQUIPMENT INCLUDES: Phone • Battery • Charger • Car Charger • Belt Clip

STANDARD EQUIPMENT VALUE: \$375.00

SECTION 1.6 – OPTIONAL/ADDITIONAL RENTAL ACCESSORIES / ADD-ONS

- Handset/Accessory Insurance against damage (\$25 deductible)
INSURANCE COVERAGE DOES NOT COVER LOST OR STOLEN PHONES. Insurance DOES cover your phone while in Transit, so you will not need to purchase additional insurance when shipping rented unit(s) back to SPS.
 Coverage \$2.95/Daily X No. phones _____ X Days Rental _____ = \$ _____
 Initial _____

Please let us know how you heard about us – Google, Yahoo, magazine, trade show, friend, etc. If you found us on Google, please also provide your search terms.

SECTION 2.0-14.0 – RENTAL TERMS & CONDITIONS

SECTION 2 – AGREEMENT TO RENT

SPS agrees to rent to Customer, and Customer agrees to rent from SPS, the mobile satellite equipment (hereafter designated "Equipment") described above for the term of the Effective Dates of Rental, except as otherwise provided herein. The Customer agrees to use the rental equipment with SPS's cellular services.

SECTION 3 – TERM

The term of this Agreement begins on the Effective Date, as shown above, and except as otherwise provided herein, will continue until the equipment is returned to SPS as noted in the terms of the effective date and return grace period.

SECTION 4 – PAYMENTS & CHARGES

4.1 Rental Charges - Customer agrees to pay rental charges and any other applicable fees **IN ADVANCE** prior to shipment to designated shipping address. A security deposit reserve as noted in Section 4.2 will be required as security for the return of the equipment in good condition. This deposit is not a charge and Customer agrees to provide such deposit by signing this agreement.

The customer will pay additional daily rental fee beyond the rental period. **No daily minimum** usage required – you pay for what you use. There are no refunds for unused bundled minutes. Customer's credit card will also be charged the applicable airtime charges plus surcharges & fees of 9.75% Inside FL and 2.75% Outside of FL. SPS will either present customer with an itemized call detail record for all calls made by the rental phone usually within 30 to 90 days after the end of the rental, or the customer will hear an automated message at the beginning of every call with time left on airtime card. (Customer may calculate remaining airtime balance by deducting the balance of minutes used from total minutes purchased.) Until SPS receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

4.2 Security Deposit/Reserve – A charge for a security deposit/reserve may be placed against the Customer's credit card, as stated above, on or before the Effective Date. This deposit may be retained by SPS and will be applied against Customer's account for payment of rent or damages to or loss of the Equipment, or any other payment owed to SPS by Customer. Currently SPS is not charging a security deposit. Once account has been finalized and charges paid, any remaining deposit will be credited back to same credit card.

4.3 Test and/or Repair Charge – If returned equipment appears broken due to Customer misuse, a test and repair charge of up to \$50.00 may be charged for inspection, testing and minor repairs required to return the Equipment to service. This charge will be payable at the end of this Agreement. If the terminal cannot be repaired, the customer will be notified and held responsible for the specified replacement cost of the terminal. If insurance was purchased, this charge will apply to deposit.

4.4 Other Costs – In addition to the applicable equipment rental charge and airtime, the Customer also agrees to pay for any additional equipment selected above. Any and all shipping costs to transport Equipment between the Customer and SPS or its designated storage location(s) are the responsibility of the Customer. Specified shipping charges outlined above are rates for the Continental United States *only*. SPS utilizes UPS, USPS, and sometimes other carriers for rental shipments.

4.5 Data transmission use & Dropped Calls - Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, SPS makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts, regardless of ultimate successful transmission and termination, will be paid for. No credit will be given in the event of disputes of this nature. Along with potential incorrect use such as attempted use next to a building or other obstruction, the Iridium system (a Low Earth Orbit satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. **Dropped calls will not be credited.** SPS can provide data setup technical support beyond the normally provided setup instructions at an additional charge. Please consult with a sales representative for more details.

4.6 Taxes, etc. – Customer will either pay directly for any taxes or governmental fees such as use, property, excise, customs duty or other taxes, license fees, assessments, permits or commissioning and registration fees relating to the shipment, activation and rental of the Equipment.

SECTION 5 – EQUIPMENT USE, SITE & INSPECTION

Customer shall be responsible for obtaining any license, permit or permission from any governmental or regulatory agency which may be necessary for or imposed upon the operation of the Equipment. Operation is legally allowed in many countries, including those outlined in the SPS website www.satellitephonestore.com ("About Iridium" section). The Customer will exercise due care with and will permit only qualified personnel to use and operate the Equipment. Such use and operation shall be only according to written instructions provided by SPS. Customer will not use or operate the Equipment in any illegal manner or for any illegal purpose nor in violation of any law, ordinance or regulation. The Customer will keep SPS advised of the changes to the specified Equipment's site or usage location. The Customer will permit SPS or its Agent to inspect the Equipment during the term of this agreement with any reasonable notification - If said agent determines that equipment has been returned in poor or damaged condition, a \$130 charge not including equipment repair may be charged.

SECTION 6 – WARRANTY

SPS warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. SPS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTER WHATSOEVER. SPS DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SECTION 7 – OWNERSHIP & SECURITY INTEREST

7.1 Ownership - Customer acknowledges that SPS is and shall remain the owner of the Equipment until title is conveyed to the Customer by an attached separate lease/sale or sale agreement. Customer will protect SPS's ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer will not remove, obliterate or obscure markings which identify SPS as owner of the Equipment.

7.2 Security Interest - Customer will execute and deliver to SPS documents and forms which are reasonably necessary or desirable to protect SPS's ownership and interest in the Equipment, including financial statements as specified under the Uniform Commercial Code.

SECTION 8 – INSURANCE & RISK OF LOSS

8.1 Insurance - SPS offers insurance against equipment damage if selected on equipment accessories section, but *not* against loss. Customer may seek their own insurance against loss from their Home/Business or other insurance providers.

8.2 Risk of Loss - Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except in the case of manufacturing defects and normal wear and tear covered under Section 9. In the event of any such damage or loss, Customer will promptly give SPS notice thereof. Customer will then select one of the following options:

(I) Pay to SPS an amount equal to the Standard Equipment Value or a fraction thereof for the damaged or lost equipment. In such case, the rental charges and other obligations of the Customer shall continue until the payment is made. After payment is made this Agreement will terminate as to the Equipment involved; or

(II) Request that SPS repair or replace the damaged or lost equipment, and pay to SPS the cost of such repair or replacement. In such case, the rental charges and other obligations of the Customer shall continue during the period of repair or until replacement. If SPS is unable to repair or replace the equipment then option (i) shall apply. In any case, the

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amount to be paid to SPS shall be reduced by any applicable insurance proceeds paid to SPS pursuant to Section 9.1 of this Agreement.

SECTION 9 - MAINTENANCE

9.1 Normal Maintenance - SPS or its authorized agent will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition. Customer will deliver the Equipment to SPS or its agent for maintenance and Customer will pay all costs for shipment to SPS or its agent and shall be liable for any loss or damage during transportation. SPS or its agent will return the Equipment to the Customer and shall be liable for any loss or damage during transportation. When available, and as requested by the Customer, maintenance may be affected at the Customer's location; in which case Customer will pay for the transportation and labor costs of SPS or its authorized agents in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer for malfunctions and failures due to manufacturing defects and normal wear and tear. Maintenance required for other malfunctions and failure or damage caused by improper power source, abuse, accident, improper operation, abnormal conditions of operation, or other Customer misuse is covered under Section 8.2.

NOTE: USE OF ERRATIC POWER WILL DAMAGE EQUIPMENT. THIS IS OF PRIMARY IMPORTANCE IN COUNTRIES WHERE CONSISTENT POWER SUPPLY IS NOT AVAILABLE. CUSTOMER-PROVIDED AUXILIARY POWER GENERATOR SHOULD BE CONSIDERED & MAY BE REQUIRED.

Malfunction or failure of operation covered by this section will entitle the Customer to a reduction in rental charges on a pro-rated basis for a period commencing on the day the malfunction or failure is reported to SPS in sufficient detail to enable SPS or its agent to commence necessary repairs, and ending on serviceable condition. In no event will SPS be liable for any loss of profits, indirect, consequential or other damages resulting from any failure of the Equipment. The customer will not open the Equipment's housing, alter or repair or permit the alteration or repair of the Equipment, or make any attachments thereto, without the prior written approval of SPS Whenever Communications LLC.

SECTION 10 - LIMITATION OF LIABILITY & INDEMNITY

10.1 Limitation of Liability - In no event will SPS be liable to the Customer for any incidental, indirect or consequential damages, regardless of cause.
10.2 Indemnity -The Customer agrees to protect, indemnify and hold harmless SPS from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment.

SECTION 11 - DEFAULT

If Customer fails to perform any obligation specified under this Agreement or otherwise defaults, SPS has the right to terminate this Agreement forthwith by notice to the Customer. Upon such termination, (i) the balance of the Gross Rental Amount will be due and payable immediately, and (ii) SPS has the right, at its discretion, to take possession of and remove the Equipment from service immediately. Any other damages or amount chargeable to the Customer shall be immediately due upon such termination. In addition to failure to perform any obligations as elsewhere stated in this Agreement, the following shall be defaults by the Customer:

- 1. Issuance of writ, attachment, execution, or similar court process against the Customer or its property.
- 2. Bankruptcy or any application for reorganization, protection from creditors, insolvency, appointment of a receiver or trustee whether voluntary or involuntary.
- 3. Termination of the Customer's business.
- 4. Any false or misleading representation prior to or during the term of this Agreement
- 5. Any action which jeopardizes SPS's ownership or agent / partner's ownership rights or ability to take possession of the Equipment. Change in management or ownership of the Customer.

- 6. Failure to use the SPS network or to pay communications service invoices on time.

SECTION 12 - ASSIGNMENT

This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of SPS Whenever Communications LLC.

SECTION 13 - NOTICES

All notices and other communications required or permitted to be given under this Agreement will be in writing and will be effective when delivered personally, when sent by confirmed fax, U.S Mail, or by certified courier addressed to the parties at their respective addresses set forth below, unless by such notice a different person or address shall have been designated.

If Customer, to:

The address given in Section 1 "Rental Data" and to Customer's listed fax number

If to (SPS) Whenever Communications LLC.

1945 17th Street Sarasota, Florida 34234 USA

SECTION 14 - GENERAL

14.1 Early Returns - Under no circumstance will Customer be granted credit for unused time or early return of equipment as it pertains to the effective date of rental.

14.2 Export Regulations - The Customer will not engage in exporting, diverting or re-exporting Equipment in a way inconsistent with U. S. export laws.

14.3 Excusable Delays - If SPS's performance of any obligation hereunder is delayed due to reasons beyond SPS's reasonable control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will SPS be liable for any damages resulting from any delay in the delivery of Equipment or any delay in the performance of maintenance.

14.4 Previous Agreements - This Agreement supersedes all prior and contemporaneous agreements and representations made with respect to the same subject matter, and is the entire Agreement between the parties.

14.5 Severability - In the event that any one or more provisions contained in this Agreement should for any reason be held to be unenforceable in any respect under the laws of the state of Florida or of the United States, unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such unenforceable provision had not been contained herein.

14.6 Controlling Law - All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the Florida.

14.7 Headings - The headings and titles to the section and paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affecting the construction or interpretation of any provisions hereof.

14.8 Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.

14.9 Further Assurances - The parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.

AGREED TO BY CUSTOMER ON _____

DATE

Customer Name (printed)

Customer Signature

SECTION 15 – CREDIT AUTHORIZATION FORM

I, _____, hereby authorize Whenever Communications LLC. via this signed

(Printed Name of Cardholder)

Authorization to charge my credit card for payment of airtime and (or) service/rental charges for your mobile satellite telephone equipment as outlined in the preceding Phone Rental Agreement. These are actual charges in addition to the deposit reserve detailed in Section 4.

- Visa MasterCard Discover Card American Express

Credit Card Number

Expiration Date (MM/YY)

Name of Cardholder

Security Code (3-4 Digits)

Company Credit Card

Name of Company as it appears on Card

Contact Phone Number

Billing Address	City	State	Zip	Country
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Please add & complete all charges below*:

- STANDARD RENTAL CHARGES (Section 1.3)** \$ _____
- BUNDLED MINUTE PACKAGES (Section 1.3)** \$ _____
- OPTIONAL ACCESSORY CHARGES (Section 1.6)** \$ _____
- DELIVERY CHARGES (Section 1.4) (no tax)** \$ _____

Surcharges & Fees:

Inside FL 9.75% \$ _____
 Outside FL 2.75% \$ _____
TOTAL TO BE CHARGED AT TIME OF RENTAL = \$ _____

* Customer also agrees that additional charges will be made after the rental period for airtime, extra rental days, damages and (or) loss of equipment. Any changes or additions made to this agreement after the rental has been sent out will incur a \$15.00 fee each time a change or addition is made. There are no refunds or credits for early returns. ATTN: Cancellations must be received 3 days before order is due to be delivered, otherwise customer will be charged 100% of the order. Additional airtime bundles and accessories may not be refunded. Expect finalization on rental bills and airtime summaries to be provided normally within 120 days from time rental was returned. Do you have General Questions about your order? Please call (941) 955-1020 / (877) 943.6383 Fax: (941) 894.6682 Questions about billing? Please Call (941) 234.3775

CARDHOLDER SIGNATURE

DATE

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SCAN & EMAIL: fax@satellitephonestore.com

MAIL: 1945 17th Street
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THANK YOU! - SPS