



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

**Inmarsat BGAN Satellite Terminal 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](mailto: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, billing records and SPS updates.)

**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 Inc. 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 day the equipment is needed to be delivered.






**Return ON (MM/DD/YY)**

This is the day the equipment is expected back in Sarasota FL.

Rental period begins on requested delivery date. SPS is unique in providing our Customers renting 7 days or longer with three '3' complimentary return days. (Including weekends and holidays)

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Currently the Inmarsat BGAN LaunchPad Software will work with Windows XP, Windows Vista and Mac OSX.

SECTION 1.3 – BGAN EQUIPMENT RENTAL RATES		Satellite Modem needs FULL view of the sky!				
<b>Nera WorldPro 1000</b> Smallest Satellite Modem (6" wide, 8" tall, 1.75" thick) (2.2 lbs.) Up to 384/240kbps (receive and send)						
 <b>Nera World Pro 1000</b>	Per Day \$19.95 Qty. Needed _____	<b>WEEKLY</b> <input type="checkbox"/> \$79.99	<b>2 WEEKS</b> <input type="checkbox"/> \$159.95	<b>3 WEEKS</b> <input type="checkbox"/> \$229.95	<b>MONTHLY</b> <input type="checkbox"/> \$269.99	<b>BI-MONTHLY</b> <input type="checkbox"/> \$499.95
<b>Wideye SABRE 1</b> User Friendly 259 x 195 x 58 mm / 10.1" wide, 7.67" tall, 2.28" thick) (1.65 Kg /3.63 lbs.) Up to 384/240kbps (receive and send)						
 <b>Wideye SABRE 1</b>	Per Day \$15.95 Qty. Needed _____	<b>WEEKLY</b> <input type="checkbox"/> \$69.99	<b>2 WEEKS</b> <input type="checkbox"/> \$149.95	<b>3 WEEKS</b> <input type="checkbox"/> \$219.95	<b>MONTHLY</b> <input type="checkbox"/> \$259.99	<b>BI-MONTHLY</b> <input type="checkbox"/> \$489.95
<b>Thrane Explorer 500</b> Fast portable Satellite Modem (9" wide, 9" tall, 2.5" thick) (3.4 lbs.) Up to 464/448kbps (receive and send)						
 <b>THRANE Explorer 500</b>	Per Day \$24.95 Qty. Needed _____	<b>WEEKLY</b> <input type="checkbox"/> \$114.95	<b>2 WEEKS</b> <input type="checkbox"/> \$199.95	<b>3 WEEKS</b> <input type="checkbox"/> \$279.95	<b>MONTHLY</b> <input type="checkbox"/> \$349.95	<b>BI-MONTHLY</b> <input type="checkbox"/> \$669.95
<b>THRANE Explorer 700</b> RELIABLE Satellite Modem (12.1wide x 16"tall x 2" thick) (7lbs.) Up to 492kbps (receive and send)						
 <b>THRANE Explorer 700</b>	Per Day \$34.95 Qty. Needed _____	<b>WEEKLY</b> <input type="checkbox"/> \$199.95	<b>2 WEEKS</b> <input type="checkbox"/> \$298.95	<b>3 WEEKS</b> <input type="checkbox"/> \$397.95	<b>MONTHLY</b> <input type="checkbox"/> \$498.95	<b>BI-MONTHLY</b> <input type="checkbox"/> \$990.95
<b>Hughes HNS-9201</b> FAST Satellite Modem (14" wide, 11" tall, 2.5" thick) (6.5 lbs.) Up to 492kbps (receive and send)						
 <b>HUGHES HNS 9201</b>	Per Day \$29.95 Qty. Needed _____	<b>WEEKLY</b> <input type="checkbox"/> \$174.95	<b>2 WEEKS</b> <input type="checkbox"/> \$249.95	<b>3 WEEKS</b> <input type="checkbox"/> \$334.95	<b>MONTHLY</b> <input type="checkbox"/> \$399.95	<b>BI-MONTHLY</b> <input type="checkbox"/> \$759.95



<b>Prepaid Airtime:</b>	<b>Select Prepaid bandwidth below, otherwise all data connections will be billed \$8.95/MB. Any usage over prepaid amount will be billed @ \$8.00/MB</b>					
	<b>25MB = \$166.25</b> (\$6.65/MB)  Num. of Bundles _____	<b>50MB = \$325</b> (\$6.50/MB)  Num. of Bundles _____	<b>100MB = \$605</b> (\$6.05/MB)  Num. of Bundles _____	<b>250MB = \$1,487.50</b> (\$5.95/MB)  Num. of Bundles _____	<b>500MB = \$2,875</b> (\$5.75/MB)  Num. of Bundles _____	<b>1000MB = \$5,500</b> (\$5.50/MB)  Num. of Bundles _____

**Select Prepaid Voice airtime below, otherwise all voice calls are billed at \$1.25 per minute.**

<input type="checkbox"/> 60 prepaid voice minutes <b>\$71.40</b> \$1.19 per minute	<input type="checkbox"/> 120 prepaid voice minutes <b>\$130.80</b> \$1.09 per minute	<input type="checkbox"/> 300 prepaid voice minutes <b>\$297</b> \$0.99 per minute
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**Postpaid Airtime:**  
*(Credit approval is required for Postpaid accounts.)*  
 Voice calls to other satellite phones or terminals burn at \$11.00 per min.  
**Standard Background IP = \$8.95/MB**  
**SMS = \$0.58 per 160 character message**  
**Please select the QoS (Quality of service) levels to be active on the postpaid Inmarsat BGAN Rental:**

- ISDN 56K = (\$6.00/Min.)
- ISDN 64K = (\$6.00/Min.)
- 32K streaming = (\$2.99/Min.)
- 64K streaming = (\$5.99/Min.)
- 128K streaming = (\$9.99/Min.)
- 256K streaming = (\$15.99/Min.)
- Static IP is \$50 per month

**Important Note:** Because of Inmarsat BGANs high speed data transmission & IP streaming capabilities, BGAN terminals are capable of sending 1 MB of data in less than 30 seconds. Please budget accordingly.  
**Background IP data traffic is billed per Megabyte (MB), Voice calls and streaming services are billed per minute (Min).**

**SECTION 1.4 – METHOD SHIPMENT: Shipping Options: Pricing for ONE Terminal**

Shipping rates listed are for one terminal. Explorer 700 and Hughes 9201 incur \$15 extra weight shipping charge. Additional terminals shipping cost \$20 per terminal. International customers will be charged 10% less than UPS list rates and applicable duty fees may apply. Signature required upon delivery.

- \$129.95 – Same Day** - Next available flight to destination airport (Continental or Delta airlines from airport code SRQ)
- \$99.95 – Overnight AM First Delivery** – Delivery by 8:30 AM in most major cities only
- \$89.95 – Overnight Saturday Delivery** – Next day orders placed on Friday select this delivery option
- \$69.95 – Priority Overnight** - Delivery by 10:30 am to most cities, rural areas may be later.
- \$59.95 – Next Day** – Delivery by 6:00 pm next day
- \$49.95 – 2 Day shipping** - Delivery by 6:00 pm businesses, 8:30 pm residential areas
- \$29.95 – 3<sup>rd</sup> Business Day shipping** – 6:00 pm businesses, 8:30 pm Residential areas **Contiguous US only**
- \$45.95 – Florida Priority Overnight** (10:30 next morning)
- \$45.95 – Intra-Day shipping** in Florida or neighboring states via Greyhound for station pickup
- \$19.95 – Florida next 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 4.1

**STANDARD RENTAL EQUIPMENT – ALL UNITS COME WITH SOFT CARRYING CASE**

**Thrane & Thrane Explorer** BGAN unit • RJ11 telephone handset • 2m Ethernet cable • power cable • USB 2.0A cable • battery pack • AC/DC power adapter 15V/50W • North American adapter • Installation CD with User's Manual

**Hughes HNS-9201** BGAN unit • 2m Ethernet cable & ISDN cable • USB 2.0A cable • standard lithium ion battery pack (4400 mAh) • AC Charger/Mains (100 - 240VAC) 50/60 Hz w/ N. American Plug • telephone handset • Installation CD with User's Manual

**Nera WorldPro** BGAN terminal • Nera Worldset (telephone handset) • IP-protected USB cable • rechargeable lithium ion battery • AC/DC power supply • North American adapter • Installation CD with User's Manual

Wideye SABRE 1 BGAN terminal • AC/DC charger • Telephone • Ethernet & USB • Carrying case • instructions

**STANDARD EQUIPMENT VALUE BY UNIT:** T & T Explorer 300: \$2,200 • T & T Explorer 500: \$2,500

• T & T Explorer 700: \$4,300 • HNS-9201: \$2,595 • Nera WorldPro: \$2,000 • Laptop: \$975

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

**Inmarsat BGAN rental accessories have one initial fee and are valid for the entirety of the rental period.**

OPTION	COST	QUANTITY	TOTAL
<input type="checkbox"/> Nera WorldPro 1000 Antenna cable 3 meter	\$28.00/Rental	X _____	\$ _____
<input type="checkbox"/> Nera WorldPro 1000 Antenna cable 10 meter	\$31.00/Rental	X _____	\$ _____
<input type="checkbox"/> Nera WorldPro 1000 Antenna cable 20 meter	\$35.00/Rental	X _____	\$ _____
<input type="checkbox"/> 12volt DC Cigarette Lighter Adapter (CLA)	\$20.00/Rental	X _____	\$ _____
<input type="checkbox"/> International Adapter Plugs	\$3.95/Rental	X _____	\$ _____
<input type="checkbox"/> Small watertight Pelican 1400 hard case (Nera WorldPro, Sabre , Explorer 500)	\$35.00/Rental	X _____	\$ _____
<input type="checkbox"/> Large watertight Pelican 1600 hard case (Hughes HNS-9201, Explorer 700)	\$45.00/Rental	X _____	\$ _____
<input type="checkbox"/> 12 volt 55 watt 1lb Foldable Solar Panel (CLA)	\$89.99/Rental	X _____	\$ _____
<input type="checkbox"/> Bluetooth phone	\$39.99/Rental	X _____	\$ _____
<input type="checkbox"/> Additional High Capacity Battery(s)	\$20.00/Rental	X _____	\$ _____
<input type="checkbox"/> UPS 2 Day Air Return Shipping Label Convenient, Prepaid Return Service ( <b>DOMESTIC USA ONLY</b> )			

**Get UPS Return label to make shipping our satellite equipment back simple and easy!**

\$38.00/up to 2 units (each additional unit, please add \$8) X \_\_\_\_\_ \$ \_\_\_\_\_

Lightweight Laptop(s) **Weekly: \$49.95 X No. weeks** \_\_\_\_\_ X \_\_\_\_\_ \$ \_\_\_\_\_

**Daily: \$19.95 X No. days** \_\_\_\_\_ X \_\_\_\_\_ \$ \_\_\_\_\_

Terminal/Accessory Insurance against damage.

(Deductibles: Explorer: \$250 • HNS-9201: \$250 • Nera WorldPro: \$250 • Laptop \$250 • \$25 each Accessory.)

**INSURANCE COVERAGE DOES NOT COVER LOST OR STOLEN UNITS. Insurance DOES cover your unit while in transit, so you will not need to purchase additional insurance when shipping rented unit(s) back to SPS.**

**Coverage \$4.95/Daily X No. units \_\_\_\_\_ X Days Rental \_\_\_\_\_ = \$ \_\_\_\_\_**

**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 inmarsat 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. 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. 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 charges \$500.00 for Thane & Thane Explorer 300 and 500, \$500.00 for the Nera WordPro, and \$750.00 for the Hughes HNS-9201 and Thane & Thane Explorer 700 as a security reserve. 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 Inmarsat system 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](http://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. The customer also permits SPS to charge immediately for any damages to equipment, the charges will include the cost of repair or replacement equipment.

**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



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unable to repair or replace the equipment then option (i) shall apply. In any case, the 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 effected 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 Inc.

**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. Failure to use the SPS network or to pay communications service invoices on time.
6. Change in management or ownership of the Customer.
7. Any action which jeopardizes SPS's ownership or agent / partner's ownership rights or ability to take possession of the Equipment.

**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 Inc.

**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:**

Address given in Section 1 and to Customer's 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  
 (Printed Name of Cardholder)

Authorization form to charge my credit card for payment of airtime and (or) service/rental charges for your mobile satellite equipment as outlined in the preceding Inmarsat BGAN 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

**Please add & complete all charges below\*:**

- Deposit (Section 4.2)**      \$ \_\_\_\_\_
- STANDARD RENTAL CHARGES (Section 1.3)**      \$ \_\_\_\_\_
- BUNDLED MINUTE PACKAGES (Section 1.3)**      \$ \_\_\_\_\_
- OPTIONAL ACCESSORY CHARGES (Section 1.6)**      \$ \_\_\_\_\_
- DELIVERY CHARGES (Section 1.4) (no fees)**      \$ \_\_\_\_\_

**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

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](mailto:fax@satellitephonestore.com)**

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

**MAIL: 1945 17th Street**

**Sarasota, FL 34234**