



GMPCS Personal Communications, Inc.
 1501 Green Rd., Pompano Beach, FL 33064
 (Ph) +1.954.973.3100 (Fax) +1.954.973.4800
www.gmpcs-us.com Email: support@gmpcs-us.com
 Online Billing: www.gmpcs-US.com



***** Please be advised that any orders received after 3:00PM EST will be processed the NEXT business day.*****
 Please write legibly and fill out ALL information fields so that we may assist you better.

SECTION 1- CUSTOMER RENTAL INFORMATION

CUSTOMER NAME _____ S.S.N. / D&B#: _____

DATE OF APPLICATION _____ Address is: Residential Commercial

ADDRESS OF APPLICANT _____

CITY _____ STATE _____ ZIP _____ COUNTRY _____

DAYTIME PHONE NUMBER _____ EVENING/MOBILE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS (*Utilized for confirmation(s) of shipment and billing of your call records*) _____

SECONDARY CONTACT _____ CONTACT PHONE NUMBER _____

If delivery address is different than above, please send to the following: Residential Commercial

ATTENTION TO: _____ CONTACT PHONE NUMBER _____

DESIRED DELIVERY ADDRESS _____


CITY _____ STATE _____ ZIP _____ COUNTRY _____

This RENTAL AGREEMENT ("Agreement") is made and entered into as of the effective date indicated below between GMPCS Personal Communications and the Customer.

SECTION 1.2- EFFECTIVE RENTAL DATES

PLEASE INDICATE INTENDED AREA OF USE: _____
 Exact Location (Countries/Areas/Etc. – **Extremely Important!**)

PLEASE INDICATE DATES OF USE: _____ I would like the phone delivered by:

FROM (MM/DD/YY)  TO (MM/DD/YY) To Customer by this Date (MM/DD/YY)

Please note: The rental's effective date is the first day of your trip. For example: if you are leaving for a cruise from Miami on Saturday the 10th, the effective rental date would be the 10th and it would need to arrive no later than the 8th or 9th.) GMPCS allows an additional 3 complimentary business days at the conclusion of your rental term to return the equipment. If your rental ends on Saturday, we understand that you may not be able to return the equipment until Monday. GMPCS typically will deliver earlier than



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the day before it is needed. Unfortunately, due to scheduling restraints we may not always be able to accommodate and therefore request a "would like phone by" date to ensure a timely arrival.

SECTION 1.3 STANDARD EQUIPMENT RENTAL RATES:

Please check the total Number of **9505A Satellite Phones** Requested: ONE TWO THREE Other (Fill in)_____

\$57.95 week x () weeks x () phone(s) = total equipment rental charge _____.

LATE RETURN POLICY:

➔ If satellite phone is not returned within the 3 day grace period allotted for return of equipment, customer will be charged one week's rental for each week until the rental unit is returned.

SECTION 1.4 – IRIDIUM AIRTIME RATES (Please select airtime preferred)

POSTPAID AIRTIME Unless a prepaid plan is specified, Iridium rentals automatically come with postpaid airtime (at our standard rental rate of \$1.70/minute). The rate per minute applies to all outgoing calls worldwide - voice & data from the iridium terminal to any terrestrial destination throughout the world *(also to another Iridium unit). There are no additional charges or roaming charges (excluding taxes).

IRIDIUM POSTPAID Unlimited Airtime at = **\$1.70/minute**

PREPAID AIRTIME (Buy In Advance And Save!!!)

You can pre-buy Iridium rental minutes at a lower cost by buying a prepaid **airtime block**. Please select one of the following blocks if you prefer to have prepaid minutes with your rental:

- RENT-IRID-PP-30** 30 Minute Airtime Block @ \$1.59/minute = **\$47.70** (Addl. Minutes: \$1.70/min.)
- RENT-IRID-PP-50** 50 Minute Airtime Block @ \$1.49/minute = **\$74.50** (Addl. Minutes: \$1.70/min.)
- RENT-IRID-PP-100** 100 Minute Airtime Block @ \$1.39/minute = **\$139.00** (Addl. Minutes: \$1.70/min.)
- RENT-IRID-PP-200** 200 Minute Airtime Block @ \$1.39/minute = **\$278.00** (Addl. Minutes: \$1.70/min.)
- RENT-IRID-PP-300** 300 Minute Airtime Block @ \$1.39/minute = **\$417.00** (Addl. Minutes: \$1.70/min.)

IMPORTANT NOTES: YOU CANNOT COMBINE OR HAVE MULTIPLE AIRTIME BLOCKS WITH PREPAID MINUTES: PLEASE SELECT ONLY ONE. Additional minutes beyond the prepaid minutes purchased will be billed at postpaid rates. Any unused minutes will not be credited or refunded *Please be aware that any calls to other satellite systems (ex: Inmarsat, Globalstar, Thuraya) are billed @ \$11.00/minute.

Calling an Iridium Phone – "2 Stage Dialing" is the easiest and most cost effective way to call your Iridium phone. Instead of calling the Iridium phone through your long distance company where you may incur excessive charges (some companies will try to charge up to \$10/minute!), have your callers contact you by dialing the Iridium special two stage service at 1-480-768-2500 and then they can simply enter your Iridium phone number when prompted. Calls placed in this manner will be billed to your Iridium phone and will be listed as "Sat Direct" calls, billed at a rate of **\$1.70/minute** to you and the caller will only be paying their regular long distance rate for a phone call to Arizona.

SMS Service – The Iridium "Short Messaging Service" is available via the internet, and allows your friends and family to send your Iridium phone text messages of up to 160 characters at a time by simply going to the GMPCS website and clicking on the "SMS Service" button, then clicking on the Iridium logo. The text message is free for anyone sending messages to your phone. Sending text messages from your iridium phone will cost **65 cents** per text message you send, but are free to receive.



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SECTION 1.6 - METHOD OF SHIPMENT

- Priority Overnight (by 10:30am destination time, most cities): **\$49.95**
- Standard Overnight (by 3:00pm destination time, most cities): **\$39.95**
- 2nd Day Priority (delivered as late as 7:00pm in some locations*): **\$29.95**
- 3rd Day Saver (delivered as late as 7:00pm in some locations*): **\$15.50**

Additional Fees that may apply:

Expediting Fee(s) - Saturday Delivery: **\$15.00**
 Next Day Rentals Received after 3PM (EST): **\$15.00**

Note: All calculations are based on a SINGLE UNIT being rented. All shipping charges are subject to change. Additional fees may apply. *Alaska, Hawaii & Puerto Rico must select "next day" or "2nd day", but, may not receive it next day. (Please contact FedEx to see if you are in an area that requires an additional day.)

SECTION 1.7 - STANDARD 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. 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: • 9505A Satellite Phone with Battery • Soft Carrying Case
 • AC Charger (international plugs not included) • User Guide • Additional Lithium Ion Battery
 (Stipulated equipment value of Standard Equipment is \$1,300 for 9505A)

SECTION 1.8 - OPTIONAL/ADDITIONAL ACCESSORIES

		QTY	COST	TOTAL
<input type="checkbox"/> Watertight custom cut Pelican Hardcase	\$15.00/Rental	_____	@ \$15.00/ea.=	\$_____
<input type="checkbox"/> Additional Battery (ies): (2 in standard rental)	\$20.00/Rental	_____	@ \$20.00/ea. =	\$_____
<input type="checkbox"/> Iridium Data Kit - connects via serial port (9 pin)	\$25.00/Rental	_____	@ \$25.00/ea. =	\$_____
<input type="checkbox"/> USB Cable/Adapter for Data kit (Digi Edgeport)	\$25.00/Rental	_____	@ \$25.00/ea. =	\$_____
<input type="checkbox"/> 12 volt DC Cigarette Lighter Adapter	\$10.00/Rental	_____	@ \$10.00/ea.=	\$_____
<input type="checkbox"/> International Adapter Plug	\$3.95/Rental	_____	@ \$3.95/ea. =	\$_____
<input type="checkbox"/> Solar Panel (requires Cigarette Lighter Adapter)	\$45.00/Rental	_____	@ \$45.00/ea. =	\$_____
<input type="checkbox"/> Leather Case	\$10.00/Rental	_____	@ \$10.00/ea. =	\$_____
<input type="checkbox"/> Auxiliary Antenna/Adapter (for mobile applications)	\$10.00/Rental	_____	@ \$10.00/ea. =	\$_____
<input type="checkbox"/> Voicemail	\$25.00/Rental	_____	@ \$25.00/ea. =	\$_____

TOTAL AMOUNT FOR OPTIONAL ACCESSORIES = \$_____



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SECTION 2.0 - 14.0 - RENTAL TERMS & CONDITIONS

SECTION 2 – AGREEMENT TO RENT

GMPCS agrees to rent to Customer, and Customer agrees to rent from GMPCS Personal Communications, Inc., 1501 Green Rd., Ste. A-B, Pompano Beach, FL 33064, USA, the mobile satellite equipment, hereafter designated Equipment, described above, and except as otherwise provided herein, will continue until the end of the Effective Dates of Rental. The Customer agrees to use the rental equipment with GMPCS’ Iridium services.

SECTION 3 – TERM OF AGREEMENT

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 GMPCS 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 applicable rental charges and any other applicable fees **IN ADVANCE** prior to shipment to customer designated shipping address. A security deposit reserve as noted in Section 4.2 will be taken by GMPCS as security for the return of the equipment in good condition. A reserve is not a charge and Customer agrees to the acquisition of this reserve by signing this agreement. The Customer will return the Equipment at the end of the Rental Effective Date and will pay an equivalent daily rental rate based on the applicable rental rates for any time after the Effective Date and return grace period. Customer’s credit card will also be charged the applicable airtime rates (for calls made during the rental period) and any other charges that may be due. GMPCS will present customer with an itemized call detail record for all calls made by the rental phone within 60 days after the end of the rental. Until GMPCS receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

4.2 Security Deposit/Reserve/Late Fees – A reserve against the Customer’s credit card will be made as previously indicated, on, or before the Effective Date. . Currently GMPCS charges the stipulated equipment value of \$1000.00 for the Iridium 9505A as a security reserve. This reserve will be maintained by GMPCS and will be applied against any default of Customer in payment of rent or for damage or loss of the Equipment or other payment due GMPCS which is chargeable to the Customer. If the customer believes they may be late in returning the equipment, they must notify GMPCS prior to the expiration of the contracted rental period, or the phone’s airtime may be suspended (which will render the phone inoperable). If the customer is more than one week late, the security reserve will be captured until the equipment is returned. When the equipment has been returned, the security reserve will be credited back to the customer minus all charges that have been incurred including any late fees and costs of the additional week(s) that rental was out. Upon termination of this Agreement, and after final airtime and other charges are paid in full, the remainder of the reserve will be released from the credit card.

PLEASE CONTACT YOUR CREDIT CARD PROVIDER AND LET THEM KNOW THAT GMPCS WILL DO A HOLD FOR \$1000.00, PLUS THE CHARGE.

4.3 Test and (or) Repair Charge – If returned equipment appears broken due to 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 can not be repaired, the customer will be notified and will be responsible for the designated replacement cost of the terminal.

4.4 Other Costs – In addition to the applicable equipment rental charge and airtime, the customer also agrees to be charged for any additional equipment selected above and for shipping. The Customer agrees to pay GMPCS any shipping costs for delivery of the Equipment to the Customer (as indicated above), and the Customer will pay for shipping costs for return of the Equipment to GMPCS’ designated storage location. The Shipping charges noted above are for shipment to any location in the Continental United States. Additional charges apply for shipping to other locations. GMPCS utilizes FEDEX for all rental shipments.

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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, GMPCS 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 and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), the Iridium system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. GMPCS can provide data setup technical support beyond the normal 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.

4.7 Statement Fee – Customer will incur a \$4.95 monthly fee upon completion of their rental term should they elect to receive a paper invoice of their call detail/records. GMPCS, unless otherwise noted, will automatically utilize the email address provided in Section 1 for electronic submission of your final invoice.

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 outlined in the GMPCS website www.gmpcs-us.com (in the “about Iridium” Section)The Customer will exercise due care in and will permit only qualified personnel to use and operate the Equipment and such use and operation shall be only according to written instructions provided by GMPCS. 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 GMPCS advised of the changes to the Specified Equipment’s site or usage location. The Customer will permit GMPCS or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

SECTION 6 – WARRANTY

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

SECTION 7 - OWNERSHIP AND SECURITY INTEREST

7.1 Ownership - Customer acknowledges that GMPCS 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 GMPCS’ 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 GMPCS as owner of the Equipment.

7.2 Security Interest - Customer will execute and deliver to GMPCS documents and forms which are reasonably necessary or desirable to protect GMPCS’ ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.

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SECTION 8 - INSURANCE AND RISK OF LOSS

8.1 Insurance - GMPCS does not insure the equipment during the period it is rented to the customer. The customer may elect to obtain, at his/her expense, insurance covering the Equipment during the term of the rental.

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

- (i) Pay to GMPCS an amount equal to the Stipulated Equipment Value or 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 GMPCS repair or replace the damaged or lost equipment, and pay to GMPCS 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 GMPCS is unable to repair or replace the equipment then option (i) shall apply.

In any case the amount to be paid to GMPCS shall be reduced by any applicable insurance proceeds paid to GMPCS pursuant to Section 9.1 of this Agreement.

SECTION 9 – MAINTENANCE

9.1 Normal Maintenance - GMPCS 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 GMPCS or its agent for maintenance and Customer will pay all costs for shipment to GMPCS or its agent and shall be liable for any loss or damage during transportation. GMPCS or its agent will return the Equipment to the Customer and shall be liable for any loss or damage during transportation. When available, and requested by the Customer, maintenance may be effected at the customers location, in which case Customer will pay for the transportation and labor costs of GMPCS or its authorized agent's in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer to malfunctions and failures due to manufacturing defects and normal wear and tear.

Maintenance required for other malfunctions and failure or damage such as caused by improper power source, abuse, accident, improper operation or abnormal conditions of operation 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 GMPCS in sufficient detail to enable GMPCS or its agent to commence necessary repairs and ending on the day the Equipment is returned to the Customer in serviceable condition. In no event will GMPCS 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 electronics enclosure housing, alter or repair or permit the alteration or repair of the Equipment, or make any attachments thereto, without the prior written approval of GMPCS Personal Communications Inc.

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SECTION 10 - LIMITATION OF LIABILITY AND INDEMNITY

10.1 Limitation of Liability - In no event will GMPCS be liable to the Customer for any incident, indirect or consequential damages however caused, whether by GMPCS' negligence or otherwise.

10.2 Indemnity - The Customer agrees to protect, indemnify and hold harmless GMPCS 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 when due under this Agreement, or otherwise defaults, GMPCS 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) GMPCS has the right, at its option, 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 its obligation elsewhere stated in this Agreement, the following shall be defaults by the Customer:

- (i.) Issuance of writ, attachment, execution, or similar court process against the Customer or its property.
- (ii.) Bankruptcy, or any application for reorganization protection from creditors, insolvency, appointment of a receiver or trustee whether voluntary or involuntary.
- (iii.) Termination of the Customer's business.
- (iv.) Change in management or ownership of the Customer.
- (v.) If any representation prior to or during the term of this Agreement proves to be false or misleading in any material respect.
- (vi.) Any action which jeopardizes GMPCS' ownership or agent/partner's ownership rights or ability to take possession of the Equipment.
- (vii.) Failure to use the GMPCS 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 GMPCS Personal 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 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 to Customer:

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

If to GMPCS Personal Communications, Inc.:

GMPCS Personal Communications Inc., 1501 Green Rd. Suite A-B, Pompano Beach FL. 33064, USA

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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 divert export or re-export the Equipment to any country contrary to U. S. export laws.

14.3 Excusable Delays - If GMPCS' performance of any obligation hereunder is delayed due to reasons beyond GMPCS' 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 GMPCS be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any 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 the United States, unenforceability shall not affect any other provisions of this Agreement, but 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 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. Until GMPCS receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

AGREED TO BY THE CUSTOMER:

By: _____
 CUSTOMER NAME (SIGNED)

 TITLE

 CUSTOMER NAME (PRINTED)

 DATE

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SECTION 15 – CREDIT CARD AUTHORIZATION

I, _____, hereby authorize GMPCS Personal Communications, Inc.
 (PRINTED NAME OF CARDHOLDER)
 via this signed 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 American Express

 CREDIT CARD NUMBER EXPIRATION DATE (MM/YY)

 NAME OF CARDHOLDER AS APPEARS ON CARD SECURITY CODE (3-4 Digits)

Company Credit Card, the Name is as follows:

 COMPANY NAME AS APPEARS ON CARD CONTACT PHONE NUMBER

Your Billing Address (Exactly as it appears on your credit card statement):

 CREDIT CARD BILLING ADDRESS

 CITY STATE ZIP COUNTRY

PLEASE ADD & COMPLETE ALL CHARGES BELOW:

- STANDARD RENTAL CHARGES (Section 1.3) = \$ _____
- PREPAID MINUTES SELECTION (Section 1.4) = \$ _____
- OPTIONAL ACCESSORY CHARGES (Section 1.8) = \$ _____
- DELIVERY/SHIPPING CHARGES (Section 1.6) = \$ _____
- STATEMENT FEE* (Section 4.7) = \$ _____
- 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. **There are no refunds or credits for early returns.**

 CARDHOLDER SIGNATURE DATE

Please fax all 9 pages of this Rental Agreement and C.C. authorization to: 954-973-4800