

# RENTAL CONTRACT



Toll free: 1-800-439-8339

Please fax to: **1-212-681-7431**

Contract number	DE Check	Agent Code 14
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Travel Currency Order #:	Offer Code:
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<b>Travel Agent Info: Company &amp; Contact</b>	<b>Delivery Address &amp; Contact Name:</b>
Tel: Fax: E-mail:	Tel: Fax: E-mail:

<b>Rental Start Date</b> (This is the day you receive your phone- it is highly recommended that this day be the day <b>before</b> your flight)	<b>Rental End Date</b> (This is the date you send the phone back to Mobal)	<b>Special Instructions:</b>
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EQUIPMENT SUPPLIED:	EQUIPMENT OUT	RETURNED EQUIPMENT	COUNTRIES TO BE VISITED
Motorola 9505 Iridium Handset	1		
Lit-Ion Rechargeable Batteries	2		<b>Call Charges</b> To landline: \$2.50/min. Iridium to Iridium: \$1.50/min. Iridium to Inmarsat: \$10/min. Iridium 2-stage dialing: \$2.70/min.
100-240v AC main Charger & Car Charger	1 of each		
International Travel Adapters	4		
Carry Case, Leather Case, User Guide	1 of each		
<b>Theft &amp; Loss Protection?</b> \$6/day with \$500 deductible	<b>Initial here to accept:</b>		
**Clients declining Theft & Loss Protection will be responsible for up to \$1,585 of lost or stolen equipment.		<b>Free FedEx Priority Overnight Delivery</b>	
<b>RENTAL RATES:</b> \$119/week for the first week, \$7/day thereafter		<b>SATELLITE NUMBER (by Mobal)</b>	

<b>Name on Card:</b>	<b>Good Terms and Conditions as stated overleaf accepted by:</b>	
<b>Card Number (AMEX VISA M/C DINER'S)</b>	<b>Exp. Date</b>	<b>Signed:</b>
<b>Billing address of Credit Card:</b>		<b>Printed:</b>
		<b>Date:</b>

**To be completed by Mobal Communications**

Authorization amount <b>\$750</b>	Approval Code & Date	Date Returned	Delivery Method*	Pickup Method	Pickup Cost
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# **MOBAL COMMUNICATIONS INC.**

## **RENTAL CONTRACT TERMS AND CONDITIONS**

1. Lessee hereby agrees to lease from Mobal Communications, Inc. (the "Lessor") the number of SIM card(s)/satellite telephone(s) having the serial number(s) telephone number(s) stated on the Rental Contract hereof and acknowledges that he/she either has provided Lessor with satisfactory credit card information or has made other credit arrangements with Lessor.

2. Lessee acknowledges and agrees:

- (i) that he/she has received a copy of the list of current per call charges and that such rates are subject both to changes made by the airtime supplier from time to time and fluctuations in the foreign currency exchange rate at the time Lessee is billed;
- (ii) all additional charges if any as set forth on the contract details, including any charges for damaged or non-returned Equipment shall be charged in accordance with the credit card arrangements indicated on the reverse side hereof;
- (iii) that if Lessor places Lessee's account with an attorney for collection, Lessee will pay Lessor's reasonable attorney fees and other costs of collection, including but not limited to court costs in connection with such collection;
- (iv) that Lessee shall pay all sales, use, rental, and excise taxes relating to this lease agreement;
- (v) that charges hereunder are not final and are subject to review and recalculation by Lessor and that Lessee will pay any undercharges upon notice of such undercharges or receive any refund upon discovery; and
- (vi) that the Equipment is the sole and exclusive property of Lessor and that Lessee has no right to use the Equipment other than to make/receive telephone or data calls and that Lessee has no right whatsoever to alter the Equipment, repair the Equipment, or replace any Equipment part.

3. Lessee acknowledges that the satellite Equipment will not operate if:

- (i) **there is any physical object in the path between the satellite phone and the satellite in space with which it operates including but not limited to trees, buildings or clouds.**
- (ii) **Poor weather is in effect**
- (iii) **The antenna is not extended properly**
- (iv) **The satellite Equipment is used aboard a sea vessel experiencing pitching that disrupts the stability of the signal**

4. Lessee acknowledges that:

- (i) **The signal may take minutes to establish**
- (ii) **After a connection has been made, the signal may drop due to the orbit of the satellites- this is not a malfunction, nor is the battery dead, it is simply the nature of the present technology. Call back. You will still be charged for any dropped calls.**
- (iii) **the satellite Equipment is not a life-saving device**
- (iv) **it is likely that the conditions one would considered emergency conditions are those that would inhibit the Equipment from operating**
- (v) **the satellite Equipment is temperamental in nature because of its sensitivity to the user's physical surroundings**

5. Lessee acknowledges that:

- (i) Lessor shall have no liability for any direct, indirect, special, incidental, or consequential damages arising out of or connected with this lease agreement or any performance hereunder, regardless of whether Lessor has advance notice of the possibility of such damages and
- (ii) that he/she is familiar with the operation of the Equipment.
- (iii) in the event of non-performance of the Equipment during the term of this lease agreement other than due to damage or destruction by Lessee, Lessee may return the Equipment during the term of this lease agreement, to Lessor for an exchange of equipment free of charge. Nothing set forth in the foregoing sentence however shall relieve Lessee of his/her obligations hereunder in the event the Equipment is returned damaged or destroyed.

6. Lessee agrees to use the Equipment solely within the countries listed on the Rental Contract, unless otherwise agreed to in writing by Lessor and shall not permit others to use the Equipment. Lessee further agrees not to sublet or assign this lease agreement without the prior written consent of Lessor. Lessor shall assume receipt of the Equipment by Lessee on the designated rental start date unless otherwise advised by Lessee.

7. Lessee agrees that the Equipment shall not be used in violation of any federal, state, or local statute, rule, or regulation of the United States or foreign country or other than as permitted hereunder; and Lessee agrees to hold Lessor, its officers, directors, shareholders, employees, and agents harmless from and against any and all expenses, damages, claims, suits, actions, and costs whatsoever arising out of or in any way connected with Lessee's rental or unauthorized use of the Equipment.

8. If the Equipment is returned to Lessor damaged due to any reason whatsoever other than damage due to ordinary wear and tear, Lessee agrees to pay to Lessor the reasonable repair costs for such Equipment. If the Equipment is returned to Lessor damaged beyond repair, destroyed, or is not returned for any reason whatsoever, including, but not limited to confiscation, loss or theft, Lessee agrees to pay to Lessor the replacement value and to reimburse Lessor for all call charges incurred in connection with the Equipment until Lessor is notified of such loss or theft.

9. This lease agreement constitutes the entire agreement between the Lessor and Lessee and supersedes all prior agreements. If there is any conflict between the provision of this Agreement and any other documents relating thereto (including but not limited to the terms on the Rental Contract hereof) the provisions of this lease agreement shall control.

10. This lease agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed solely within such state. Should legal proceedings arise in connection with this lease agreement, Lessor and Lessee agree that the prevailing party, in addition to any recovery, shall be entitled to recover all reasonable expenses in connection with such proceedings including but not limited to reasonable attorney's fees.

11. Lessee acknowledges and agrees that Lessor can terminate this lease agreement at any time whatsoever upon twenty-four (24) hours notice.

12. Lessee acknowledges that the Rental Contract Terms and Conditions are subject to change without notice at any time.

13. This clause will only apply if the Lessee has paid for the Theft & Loss Protection option for satellite rentals and any of the Equipment is not returned to the Lessor in accordance with provisions of these terms and conditions due to theft or accidental loss or damage.

If the Lessee is making a claim for theft or loss of satellite equipment, you must provide evidence of any theft or loss by submitting a copy of a written police report to the Lessor within 24 hours of the theft. The Theft & Loss will be charged each day that the Equipment is in possession of the Lessee. If the satellite equipment is lost, stolen or damaged, the Lessee will be charged a deductible amount specified on the face of this contract. The Lessee will also be responsible for all call charges incurred until the Lessor has been notified of such loss or theft. You should telephone +1-212-785-5800 during office hours and +1-917-754-7131 outside office hours.