



Anchorage Satellite Phones



Iridium Satellite Phone Rental Agreement

Fax entire agreement to: 1.907.272.7369

Email to: asp@anchoragesatellitephones.com

Mail to: 1231 West Northern Lights Blvd, Suite 202 Anchorage, AK 99503

Phone: 1.907.272.RENT (7368)

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Date of Application_____

NOTE: All fields are required unless otherwise noted.

SECTION 1.1 – CUSTOMER INFORMATION

Please write legibly and fill out ALL information fields so that we may better assist you.

Personal

Commercial

Applicant Name

Company Name (optional)

Address of Applicant

City

State

Zip

Country

Home Phone Number

Mobile Number

Fax Number (Optional)

Email Address

Secondary/Emergency Contact

Contact Phone Number



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If delivery address is different than applicant, please specify 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 "First Rental Date" indicated below, between Whenever Communications LLC DBA: Anchorage Satellite Phones and the Customer.

SECTION 1.2 – AREA OF USE & EFFECTIVE RENTAL DATES

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

Please indicate desired dates of use:

From (MM/DD) _____
FIRST RENTAL DATE LAST RENTAL DATE

Unless otherwise noted, the due date for the return of your rental equipment is the "Last Rental Date" specified above. **Only orders which are shipped are granted a three (3) day grace period for return shipping.** The delivery service used for return shipping is left to the Customer's discretion, however we strongly recommend using a service that provides shipping insurance if the insurance option provided by ASP (Section 1.6) is not chosen. ASP does not give credit or refunds for early returns. ASP reserves the right to modify the rental dates specified above to match Customer's authorized payment amount for initial rental charges, in case of an error on the part of the Customer when filling out this agreement. ASP will make every attempt to confirm any changes with the Customer before the rental period begins, if at all possible.




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SECTION 1.3 – EQUIPMENT SELECTION & RENTAL RATES


[Iridium 9555] The top of the line newest and best satellite phone available

	Please indicate the number of phones: _____	<p style="text-align: center;">WEEKLY</p> <input type="checkbox"/> \$89.95	<p style="text-align: center;">Receive \$10 off your weekly rental rate when you purchase any prepaid minute bundle!</p>
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[Iridium Motorola 9505A] The industry standard for reliable satellite communications

	Please indicate the number of phones: _____	<p style="text-align: center;">WEEKLY</p> <input type="checkbox"/> \$74.95	<p style="text-align: center;">Receive \$10 off your weekly rental rate when you purchase any prepaid minute bundle!</p>
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[Iridium Motorola 9500] An affordable phone good for emergency purposes

	Please indicate the number of phones: _____	<p style="text-align: center;">WEEKLY</p> <input type="checkbox"/> \$59.95	<p style="text-align: center;">Receive \$10 off your weekly rental rate when you purchase any prepaid minute bundle!</p>
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[Iridium SIM Card Only] For use in any Iridium satellite phone

	Please indicate the number of SIMs: _____	<p style="text-align: center;">WEEKLY</p> <input type="checkbox"/> \$30	<p style="text-align: center;">Receive \$10 off your weekly rental rate when you purchase any prepaid minute bundle!</p>
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Regular Airtime Rate		\$1.78 Per Minute Pay-As-You-Go Rate			
Prepaid Bundled Minutes	30	(\$1.59 per min)	\$47.70 each	Quantity of 30 Minute Prepaid Bundles:	_____
	60	(\$1.49 per min)	\$89.40 each	Quantity of 60 Minute Prepaid Bundles:	_____
	120	(\$1.39 per min)	\$166.80 each	Quantity of 120 Minute Prepaid Bundles:	_____
	500	(\$1.25 per min)	\$625.00 each	Quantity of 500 Minute Prepaid Bundles:	_____
	1000	(\$1.10 per min)	\$1100.00 each	Quantity of 1000 Minute Prepaid Bundles:	_____
	2000	(\$0.99 per min)	\$1980.00 each	Quantity of 2000 Minute Prepaid Bundles:	_____

After bundled minutes are depleted, the regular rate of \$1.78 per minute will apply

NOTES: No daily minimum of usage required – you only pay for what you use if the Pay-As-You-Go option is selected. There are no credits or refunds for unused bundled minutes. The per-minute overage rate beyond bundled minutes is \$1.78. Any calls made from the Iridium terminal to an Inmarsat terminal, or a Thuraya satellite phone is billed at the flat rate of \$11.00 per minute. Two-stage dialing rate will be the same as the standard outgoing calling rate or from a bundle minute plan. **The daily rate when exceeding a rental period is \$12.95/day for phones, \$5/day for SIM cards. Phone choice is subject to availability.**



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SECTION 1.4 – METHOD OF DELIVERY

- UPS/FedEx (Not available in all areas) Quote \$ _____
- USPS Express Mail Quote \$ _____
- Other Carrier: _____ Quote \$ _____
- USPS Priority Mail (Estimated 3-5 business days) – \$16.95
- Next Available Flight (Airport pickup at destination required) – \$60.00
- Anchorage Only: Airport or Hotel Drop-off (Business hours 9am-5pm Mon-Sat) – \$20
- Anchorage Only: Airport or Hotel Drop-off (After hours) – \$30
- Anchorage Only: Airport or Hotel Pick-up (Business hours 9am-5pm Mon-Sat) – \$20
- Anchorage Only: Airport or Hotel Pick-up (After hours) – \$30
- Store Pick-up – FREE (\$0)

Delivery Signature Required No Delivery Signature Required

- Flat shipping rates stated above are for one phone rental package only, thereafter \$5.00 is charged for each additional phone rental package. Shipping duties and/or import fees may also apply for shipments to Canadian addresses.
- By default, either UPS or USPS Express Mail delivery service is used for all shipments (unless otherwise requested). Quotes will be provided for these services on a case-by-case basis. Please contact us for a quote before submitting your application.
- Orders shipped via USPS Priority Mail are not guaranteed. Please take this into account when selecting your method of delivery. USPS Priority Mail service is estimated at 3-5 business days, which does not include weekends or holidays. In certain areas, transit time may not even be estimable.
- Shipped orders will require signature upon delivery. To waive the delivery signature requirement, check "NO DELIVERY SIGNATURE REQUIRED". If you choose to waive the signature requirement, you will be fully responsible for your rental equipment once it is shipped to you.
- Unless otherwise noted, proof of delivery and return will be provided by both parties through execution of a delivery receipt or signed delivery via common courier.
- For return shipping, we strongly recommend using a service that provides shipping insurance, or you may select the in-house insurance option provided by ASP on this rental agreement (Section 1.6).
- UPS & USPS are used when door to door service is available; USPS service is used for PO Boxes, APO/FPO addresses, and certain outlying areas of Alaska where UPS delivery is unavailable or cost prohibitive.

How did you hear about us? Please be as specific as possible.



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SECTION 1.5 – STANDARD RENTAL EQUIPMENT INCLUDED

The following standard equipment has been or will be provided to the customer as part of this Agreement. 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 RENTAL EQUIPMENT

Satellite Phone with Battery • Soft Carrying Case • Extra Lithium Ion Battery • AC Wall Charger

(NOTE: Iridium 9555 standard rental equipment does not include an extra battery; all other standard items apply.)

SECTION 1.6 – OPTIONAL RENTAL ACCESSORIES / ADD-ONS

<input type="checkbox"/> Voicemail w/ Message Notification	\$15.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Hands-Free Earpiece for 9505A	\$12.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Watertight Pelican Hard Case	\$15.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Motorola Data Kit 9-Pin Serial Connector	\$25.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> USB to 9-Pin Serial Adapter for Data Kit	\$20.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> International Adapter Plugs	\$3.95/Rental x Qty.	_____ = _____
<input type="checkbox"/> 12V DC Cigarette Lighter Adapter	\$10.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Solar Panel Charger (includes required Cigarette Lighter Adapter)	\$45.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Leather Case	\$10.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Waterproof Glove	\$10.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Magnetic Mount Antenna w/ 1.5 meter Cable & Antenna Adapter	\$10.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Magnetic Mount Antenna w/ 5 meter Cable	\$40.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Additional High Capacity Lithium Ion Battery	\$20.00/Rental x Qty.	_____ = _____
<input type="checkbox"/> Handset/Accessory Damage Insurance		

(Deductibles: Kyocera SS-66K: \$100 / Motorola 9500: \$100 / Motorola 9505A: \$150 / Iridium 9555: \$200 / Accessories: \$25)

Damage/Breakage Coverage \$3.99/Daily X per Phone_____ X Days Rental _____ = _____

(Maximum Coverage: \$85 per month, per phone)

Theft + Damage/Breakage Coverage \$6.99/Daily X per Phone_____ X Days Rental _____ = _____

(Maximum Coverage: \$125 per month, per phone)

Total Amount for Optional Items = _____



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SECTION 2.0-14.0 – RENTAL TERMS & CONDITIONS

SECTION 2 – AGREEMENT TO RENT

Anchorage Satellite Phones (ASP) agrees to rent to Customer, and Customer agrees to rent from ASP, 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 ASP Iridium services.

SECTION 3 – TERM

The term of this Agreement begins on the First Rental Date, as shown above, and except as otherwise provided herein, will continue until the equipment is returned to ASP as noted in the terms of the Last Rental Date and Return Grace Period (if grace period is applicable).

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 ASP 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 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 charges (for calls made during the rental period) plus 3.5% Federal Excise Tax recovery fee. ASP 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 instead will hear an automated message at the beginning of every call with time left on airtime card which customer can derive usage by deducting the balance of minutes from balance at first call. Until ASP receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

4.2 Security Deposit/Reserve - A reserve against the Customer's credit card may be made as stated above on or before the Effective Date. This reserve may be maintained by ASP 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 ASP which is chargeable to the Customer. Currently ASP charges \$0.0 for Kyocera / Motorola 9500, \$0.0 Motorola 9505A as a security reserve. Once account has been finalized and charges paid, remaining deposit will be credited back to same credit card.

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 cannot be repaired, the customer will be notified and will be responsible for the designated 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 be charged for any additional equipment selected above and for shipping. The Customer agrees to pay ASP 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 ASP' designated storage location. The Shipping charges noted above are for shipment to any location in the Continental United States only. ASP utilizes UPS, UASP, 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, ASP makes no representation as to the success of calls through the system. Customer agrees that all 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.** ASP can provide technical support beyond the normal provided 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 outlined in the ASP website www.satellitephonestore.com (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 ASP. 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 ASP advised of the changes to the Specified Equipment's site or usage location. The Customer will permit ASP or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

SECTION 6 - WARRANTY

ASP warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. ASP MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. ASP 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 ASP 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 ASP' 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 ASP as owner of the Equipment.

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

SECTION 8 - INSURANCE AND RISK OF LOSS

8.1 Insurance - ASP 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 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 ASP notice thereof and, Customer will elect one of the following options:

(I) Pay to ASP 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 ASP repair or replace the damaged or lost equipment, and pay to ASP the cost of such repair or replacement. In such case the rental charges and other obligations of the Customer shall



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continue during the period of repair or until replacement. If ASP is unable to repair or replace the equipment then option (i) shall apply. In any case the amount to be paid to ASP shall be reduced by any applicable insurance proceeds paid to ASP pursuant to Section 9.1 of this Agreement.

SECTION 9 - MAINTENANCE

9.1 Normal Maintenance - ASP 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 ASP or its agent for maintenance and Customer will pay all costs for shipment to ASP or its agent and shall be liable for any loss or damage during transportation. ASP 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 ASP 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 ASP in sufficient detail to enable ASP or its agent to commence necessary repairs and ending on serviceable condition. In no event will ASP 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 ASP Whenever Communications Inc.

SECTION 10 - LIMITATION OF LIABILITY AND INDEMNITY

10.1 Limitation of Liability - In no event will ASP be liable to the Customer for any incident, indirect or consequential damages however caused, whether by ASP' negligence or otherwise. **10.2 Indemnity** -The Customer agrees to protect, indemnify and hold harmless ASP 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, ASP 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) ASP 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:

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. Change in management or ownership of the Customer.
5. If any representation prior to or during the term of this Agreement proves to be false or misleading in any material respect.
6. Any action which jeopardizes ASP' ownership or agent / partner's ownership rights or ability to take possession of the Equipment.
7. Failure to use the ASP 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 ASP 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 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 email and/or fax number

If to (ASP) Whenever Communications Inc.

1231 W Northern Lights Blvd Suite #202
Anchorage, AK 99503

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 ASP' performance of any obligation hereunder is delayed due to reasons beyond ASP' 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 ASP 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 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.



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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. 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 within 120 days from the date rental is returned. Do you have general questions about your order? Call us!

Please fax entire agreement to: +1.907.272.7369

Thank You For Choosing Anchorage Satellite Phones!

Phone: +1.907.272.RENT (7368) / Fax: +1.907.272.7369 / Email: asp@anchoragesatellitephones.com

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