



IMAGE MANAGEMENT SYSTEMS, INC.

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239 West 15 Street, New York, NY 10011
Tel: 212 741-8765 Fax: 212 243-2344

Please fill in Indiv / Company address info. This will serve as your invoice when complete.

To: _____ Day Tel : _____
Addr: _____ Eve / Mobile: _____
Attn: _____ email: _____
Fax: _____

Customer fill in items 1-5 below + card info

IRIDIUM Satellite Phone - Rental Agreement

Airtime Rates: \$1.85 /minute. Worldwide Flat Rate

- 1. Renter's Name _____
2. Destination: _____
3. Requested Delivery Date _____ Allow TIME to try phone!
4. IMS will receive back on _____ 5. Total Days = _____

INVOICE # _____

Initial Fees Additional

Table with 3 columns: Description, Initial Fees, Additional. Rows include: Minimum rental - first 7 days \$95, Additional time, Date Rec'd at IMS, Minum usage, Prepaid minutes on SIM, Returned, Total Usage Fee, Spare Bat, Our FedEx, Your FedEx # is, Satphone Number, Security Deposit, Rental Charges.

PRINT CLEARLY NAME and ADDRESS EXACTLY AS APPEARS ON CARD

Name on Card Phone
Company on Card Card Type
Exact Card Addr Zip Code
Card # Valid code Expires
I authorize IMS or it's affiliates to charge my credit card for charges detailed herein, including Airtime, Security Deposit, Replacement Value or return fees. Add Card Proc Fee 4% pnsi, 6% corp.
Sign on Card: Date

Total \$ = \$

Thank you.
IMS, Inc.
Jack Berry, President

Fax to IMS 212 243-2344
include next page - terms

Notify immediately if phone is lost. Rental continues until phone is returned or replacement value is paid.
Customer guarantees return or payment of replacement value and payment for all traffic during rental period.
Replacement value - 9505 phone \$1600, Battery \$140, Charger \$120, and all prepaid minutes not returned.

IMS bears no liability regarding use or misuse of phone or availability of service or license in any country.

Satellite Phone Rental Authorization attached to rental agreement IMS Reference # _____

Standard Satphone Rental Terms and Conditions

The signer is duly authorized by the Company to execute this agreement and by signature and date does obligate the Company to accept all terms, conditions and obligations herein as that of the Renter.

The Renter/Company is aware that **some countries regulate the use of satphones or may charge license fees** for same (especially, but not limited to, Inmarsat phones or terminals).

The Renter/Company specifically assumes all responsibility for:

1. learning to use the phone before departure. Test calls to IMS are advised. Reports that user could not get the phone to work are not cause for refund.
2. proper and legal use of satphone equipment including licensing requirements in the country of use.
3. **all risk of confiscation, forfeiture, loss or damage to the equipment.**
4. payment of full rental fee until return or replacement, even in event of lost phone or lack of satellite service. Rentals fees including prepaid airtime are **non-refundable**.
5. payment of all communication service charges incurred on phone, regardless of actual user, during rental period, even in event of lost phone. Int'l call records may take 120 days to conclude.
6. return to IMS of phone equipment and all accessories in same condition.
7. (on phones with prepaid SIM cards preloaded with available minutes) **the full cost of all prepaid minutes** that may be preloaded prior to rental if phone is lost or not recovered.

If communication equipment is lost, notify IMS immediately. We'll make best efforts to disable communication ability of the unit(s). Renter liability for airtime continues until IMS notifies renter of completed disconnect. Thereupon - replacement value is chargeable. Unpaid rental time, all airtime usage and any preloaded minutes (on prepaid SIM cards) will be invoiced when call data records (CDR) are received from satellite provider. Allow 120 days. Amounts not paid in advance will be charged to your credit card or deducted from deposit (at IMS's discretion).

The Renter/Company expressly agrees to reimburse IMS for equipment and accessories replacement at the **replacement value stated in the agreement**, or repair at IMS's cost of repair, as well as any costs of shipments or collections under this contract. IMS reserves title to and a purchase money security interest in any products delivered until paid in full. The rental equipment remains registered to IMS or it's affiliates.

IMS makes no warranty or representation to the Company with respect to the products or their performance or suitability for any particular purpose. IMS bears no responsibility for installation, training or consulting unless specifically so stated in the sales contract.

IMS is specifically not responsible for availability or lack of satellite connectivity or service anywhere in the world. Lack of service does not reduce or waive the Renters obligation for payment of the rental contract, including prepaid airtime, used or unused. Computer related issues are the sole responsibility of the customer.

IMS shall not be liable for any loss, damage, consequential damage, or personal injury resulting from the use, misuse, operation, performance or non-performance of the products or services rented hereunder. The Company agrees to indemnify and hold IMS harmless from any and all claims, damages and expenses of every kind, including reasonable attorney's fees, arising out of or relating to any actions taken by the Company or any third party in relation to the products provided herein.

This agreement constitutes the entire agreement between IMS and the Company with regard to this rental contract. This agreement shall be governed by the laws of the State of New York. IMS shall have all rights available to secured parties under the Uniform Commercial Code.

Rentals cancelled within 24 hours of delivery are subject to \$40 cancellation charges. Rentals cancelled after shipment or declined on delivery are subject to \$100 cancellation charges + shipping charges both ways.

Renter agrees to these terms:

Name _____ **sign** _____ **date** _____