



*Production Wireless Specialists*

## **Wireless First, Inc. Rental Agreement Blanket Certificate**

1. **Terms of Rental:** This is a lease of all items to be rented from Wireless First, Inc. herein referred to as "equipment". It is not a sale, conditional or otherwise. Unless otherwise specified, rental is day to day. Wireless First, Inc. guarantees all equipment to be operational when it leaves our premises and we cannot be held responsible for renter's failure to operate equipment properly. Further, upon event of equipment malfunctions, renter shall notify Wireless First, Inc. immediately, as we cannot be responsible for malfunctions reported after termination of rental. Renter shall not service Wireless First, Inc. equipment and is responsible for any and all liability claims brought against renter in the event of malfunction.

2. **Acceptance:** Upon acceptance of equipment (from the time of pickup or delivery) the renter shall, at his own cost and expense during the term of the rental (until the equipment is returned) keep in his own custody said equipment in good state of condition and repair. Renter shall be responsible for replacement or repair of any equipment damaged, lost, stolen, missing or broken beyond repair and shall pay to the owner the full retail value of the said item(s). In addition, a standard rental fee of a 4 day rental week or a 12 day rental month shall be incurred for lost rental time until Wireless First, Inc. receives payment in full on account of any of the said article(s) which may be lost, stolen, missing, broken beyond repair or damaged.

3. **Insurance:** The renter further agrees to be an insurer of equipment for the period that the equipment is away from the premises of Wireless First, Inc. against any loss whatsoever and to assume full responsibility of all equipment rented. Renter will supply Wireless First, Inc. with a certificate of insurance naming Wireless First, Inc. as a loss payee and additional insured for rental equipment. Renter also agrees to compensate Wireless First, Inc. to the full retail value should said equipment be lost, stolen, missing, broken beyond repair, or damaged by any cause whatsoever, whether due to renter's fault or not. The standard rental fee of a 4 day rental week or a 12 day rental month shall be incurred for lost rental time until Wireless First, Inc. receives payment in full on account of any of the said article(s) which may be lost, stolen, missing, broken beyond repair or damaged. The renter further agrees to compensate Wireless First, Inc. in rent for any time lost as a result in making repairs on said equipment. The standard rental fee of a 4 day rental week or a 12 day rental month shall be incurred for lost rental time until Wireless First, Inc. receives payment in full on account of any of the said article(s) which has to be repaired.

4. **Location:** The renter shall not remove any equipment from the address herein above set forth without first having notified Wireless First, Inc. and first obtained from it consent in writing for such removal therefrom.

17 Bertel Avenue, Mount Vernon, NY 10550 O: 914-664-6002 F: 914-664-6004

New York \* Boston \* Las Vegas



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5. Liens: Renter specifically acknowledges vendor's superior title and ownership of said equipment and shall keep the equipment free of all liens, levies and encumbrances and shall be responsible for all taxes, transportation charges, duties, broker fees, bond and all other costs imposed upon the renting or use of said equipment. Upon termination of the rental period or upon the breach of any provision hereof, or in the event of a proceeding in bankruptcy with regard to renter or the levying of derogation or violation of vendor's superior title and ownership, vendor and its agents shall be at liberty at anytime thereafter to remove all of said equipment without any liability for such purpose and without prejudice to vendor's rights to receive rent due or accrued to and including date of removal of said equipment.

6. Payment Terms: The terms of payment are based upon credit information at time of rental. Should such information be discovered incorrect, renter agrees that vendor is privileged to revise terms of payment without further notice. Rent is payable within 30 days of invoice unless otherwise specified. All past due accounts bear interest at the rate of 1.5% per month, and if vendor places the account in the hands of an attorney, renter agrees to pay reasonable attorneys fee and court costs which may accrue. Rental rates paid will not be applied to purchase price for any equipment listed herein. Deposits in the account as specified by vendor are required. Insurance in transit will be charged when applicable. Full additional day's rental at daily rate will be charged for equipment returned to vendor's place of business later than 10am (or time and date specified.) Daily rate will be charged for a full day for any portion thereof.

7. Reciprocal Indemnity: Renter agrees to indemnify vendor and hold vendor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorneys' fees, arising out of, connected with, or resulting from the equipment or the personnel provided hereunder, including without limitation the manufacture, selection, deliver, possession, use, operation, conduct or return of said equipment.

8. This agreement shall be governed by the laws of the state for which the order was placed and fulfilled. Orders placed and fulfilled by Wireless First, Inc.'s New York office will be governed by the laws of the State of New York. Orders placed and fulfilled by the Massachusetts office will be governed by the laws of the Commonwealth of Massachusetts. Orders placed and fulfilled by Wireless First, Inc.'s Las Vegas office will be governed by the laws of the State of Nevada. Should any legal proceeding arise out of this agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses including attorneys' fees.

9. This agreement expresses the entire agreement between the parties and any change thereof must be in writing.



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10. Renter specifically agrees that the monetary value of each item of returned equipment in the event of any damage or destruction during rental period or in the event of non-return is at full retail value per list posted in vendor's office. In addition a standard rental fee of a 4 day rental week or a 12 day rental month shall be incurred for lost rental time until Wireless First, Inc. receives payment in full.

11. The acceptance of the return of the rented equipment is not a waiver by Wireless First, Inc. of any claims that it may have against the renter, nor a waiver of claims for latent or patent damage to the equipment.

12. Renter shall not make any alterations, additions, improvement or repairs to the equipment without the expressed written consent of Wireless First, Inc.

13. This is a Blanket Certificate Rental Agreement. Any and all future rentals will be covered under these terms. Your signature on file will authorize any future rentals with Wireless First, Inc. This agreement will remain in force until such time that we receive written verification to the contrary.

By signing this Blanket Certificate I agree to the above mentioned Rental Agreement Terms between the company that I am authorized to represent and Wireless First, Inc.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

\* This Blanket Certificate Rental Agreement must be signed by an authorized individual.