



Rental Program

This Equipment Rental ("Rental") is made effective as of _____ (Date), by and between ALLPOINT WIRELESS ("Rentor") and _____ (Company - "Rentee").

The agreement of the parties is as follows:

1. **Equipment subject to Rent:** Rentor shall rent the Equipment ("Equipment") to Rentee.

2. **Payment Terms:** The Rentee agrees to pay Rentor 12 monthly ACH payments, with monthly ACH amount determined by quantity of and type of equipment Rental. ACH payments shall be due on the 15th day of each month, with initial ACH payment due on the 15th day of the current/next billing cycle, whichever comes first, depending upon date of Rental. The Rental payments shall be due without further notice to Rentee of any payment being due.

3. **Insufficient Funds Charge:** Rentee shall be charged \$35 for each ACH that is returned to the Rentor for lack of sufficient or collectible funds or for any other reason whatsoever. Rentee shall have three (3) business days to rectify the situation or the account may be subject to suspension. Any subsequent returns from Rentee's bank will be subject to a \$50.00 fee.

4. **Rental Term:** This Rental shall begin on the above effective date and shall terminate after 12 consecutive months, unless otherwise terminated in a manner consistent with the terms of this Rental.

5. **Maintenance and Repair:** Rentee shall maintain, at the Rentee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and any similar items.

6. **Options at the end of Rental term:** At the end of the Rental term, the Rentee shall choose the following options:

a. **Rental Renewal:** The Rentee will continue contract on month-to-month basis and shall adhere to the same contract terms herein. If the Rentor is not notified of the Rentee's desired action at the end of a Rental term, the Rental shall be automatically renewed on a month-to-month basis.

b. **Equipment Return:** The Rentee shall be obligated to return the equipment to the Rentor at the Rentee's expense. Rentor must give 5 business days written notice of equipment return. Billing will cease at time of equipment receipt by Rentor. See Equipment Acceptance by Rentee below for terms.

7. **Equipment Acceptance by Rentee:** Rentee shall inspect each item of equipment delivered pursuant to this Rental. The Rentee shall immediately notify the Rentor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Rental. If the Rentee fails to provide such notice before accepting delivery of the equipment, the Rentee will be conclusively presumed to have accepted the equipment as specified in Exhibit 1.

8. **Risk of Loss or Damage:** Rentee assumes all risk of loss or damage to the equipment from any cause, man-made or Act of God, and agrees to return it to the Rentor in the condition received from the Rentor, with the exception of normal wear and tear, unless otherwise provided in this Rental.

9. **Indemnity of Rentor for Loss or Damages:** Unless otherwise provided in this Rental, if the equipment is damaged or lost, Rentor deems the Rentee is financially responsible to return said equipment back to a state of good working order. If lost or damaged, Rentee is responsible to pay full retail price for lost or damaged equipment, as well as paying remaining months of service dictated by this Rental. Any replacement or repaired equipment shall become the property of the Rentor and subject to this Rental.

10. **Default:** The occurrence of any of the following shall constitute a default under this Rental:

A. Failure to make a required payment under this Rental when due.

B. Violation of any other provision or requirement that is not corrected within 10 days after written notice of the violation is given.

C. The insolvency or bankruptcy of Rentee.

11. **Rights upon Default:** In addition to any other rights afforded the Rentor by law, if the Rentee is in default under this Rental, without notice to or demand on the Rentee, the Rentor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Rentee responsible for any deficiency. The rights and remedies of the Rentor provided by law and this Agreement shall be cumulative in nature. Rentor shall be obligated to re-rent the equipment, or otherwise mitigate the damages from the default, only as required by law.

Rentee Signature

Date

Allpoint Wireless ("Rentor") Signature

Date

Print Name & Title

Print Name & Title



Personal Guaranty

THIS GUARANTY ("Guaranty") is made as of this _____ day of _____, 2_____, by
_____, ("Guarantor"-**Individual**), at _____,

in favor of Allpoint Wireless ("Creditor") at 210 N. Center St, North Wales, PA, 19454.

RECITALS

WHEREAS, Creditor is willing to extend credit to _____ ("Debtor"- **Company**), provided that Guarantor guaranties Debtor's obligations to Creditor as provided herein, and Guarantor is willing to provide such guaranty;

GUARANTOR THEREFORE GUARANTIES AND AGREES AS FOLLOWS:

Guaranty: Guarantor absolutely, unconditionally and irrevocably guarantees to Creditor the due and punctual payment, performance and discharge of all liabilities of Debtor to Creditor, now existing and hereafter incurred, including liabilities which arise after the filing of a bankruptcy petition with respect to Debtor and all such liabilities which would become due but for the operation of (i) the automatic stay under Section 362(a) of the Bankruptcy Code, (ii) Section 502(b) of the Bankruptcy Code, or (iii) Section 506(b) of the Bankruptcy Code (the "Obligations"). This guaranty is a guaranty of prompt and punctual payment of the Obligations, and is not merely a guaranty of collection. These obligations are independent of Debtor's obligations and separate actions may be brought against Guarantor.

Waivers; Authorizations: Guarantor authorizes Creditor, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) change the terms of the Obligations; (b) take and hold security for the payment of the Obligations, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Creditor, in its sole discretion, determines; and (c) extend credit to Debtor without notice to Guarantor. Guarantor waives any right to require Creditor to (a) proceed against Debtor or any other guarantor; (b) proceed against or exhaust any security held from Debtor or any other guarantor; or (c) pursue any other remedy in Creditor's power. Creditor may, at its election, exercise or decline or fail to exercise any right or remedy it may have against Debtor or any security held by Creditor, without affecting or impairing in any way Guarantor's liability with respect to the Obligations. Guarantor waives any defense arising by reason of any disability or other defense of Debtor or by reason of the cessation from any cause whatsoever of Debtor's liability for the Obligations. Guarantor waives (i) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or any other rights against Debtor, (ii) any defense to its liability with respect to the Obligations based on (A) any changes to the documents evidencing or relating to the Obligations, (B) any impairment or suspension of Creditor's rights and remedies against Debtor, (C) any obligation of Creditor to proceed first against Debtor or any of Debtor's assets, (D) any obligation of Creditor to marshal assets, (E) any law providing that a guarantor's obligations to a lender may not be greater than the obligations of the principal debtor whose obligations are guaranteed, and (F) any law providing that a guarantor is released from liability for guaranteed obligations to the extent that the principal debtor is not liable for such obligations, and (iii) the right to exercise any rights which Guarantor may acquire by reason of any payment made hereunder, whether by way of subrogation, reimbursement or otherwise, until Creditor has received full payment of the Obligations and Creditor's agreement to extend credit to Debtor has expired or terminated. Creditor shall not have any obligation to provide Guarantor with financial or other information with respect to Debtor. Guarantor shall provide Creditor with information on Guarantor's financial condition upon Creditor's request.

Term: This Guaranty is irrevocable by Guarantor. It is a continuing guaranty and shall terminate only upon the full satisfaction of the Obligations and termination or expiration of Creditor's agreement to extend credit to Debtor. If, notwithstanding the foregoing, Guarantor shall have any nonwaivable right under applicable law or otherwise to terminate or revoke this Guaranty, such termination or revocation shall not be effective until Creditor receives written notice of such termination or revocation. Such notice shall not affect Creditor's right and power to enforce rights arising prior to receipt thereof. If Creditor makes advances or takes any other action after Guarantor's termination or revocation but prior to receipt of the requisite notice, Creditor's rights with respect thereto shall be the same as if such termination or revocation had not occurred. Guarantor's liability hereunder shall be reinstated and revived, and Creditor's rights shall continue, with respect to any Obligations that Debtor pays and that Creditor is required to restore or return upon Debtor's bankruptcy, insolvency or reorganization or for any other reason.

Attorneys' Fees; Enforcement: If Creditor engages an attorney to enforce, construe or defend any provision of (i) this Guaranty or (ii) in connection with the enforcement, construction or defense of this Guaranty, with or without the filing of any legal action or proceeding, Guarantor shall pay to Creditor, immediately upon demand, the amount of all attorneys' fees and costs incurred by Creditor in connection therewith.

Notices: All notices, demands and other communications which Guarantor or Creditor may desire, or may be required to, give to the other shall be in writing and shall be personally delivered or sent by recognized overnight delivery service, certified mail, or by telefacsimile and shall be addressed to the party to be notified at the address specified in the preamble to this Guaranty. A party may change its address at which they are to receive notices hereunder by notice in writing in the foregoing manner given to the other.

Assignment; Binding Effect: Guarantor may not assign this Guaranty without Creditor's prior written consent. This Guaranty shall be binding upon Guarantor, and Guarantor's legal representatives, and permitted assigns, and shall inure to the benefit of Creditor and its successors, transferees and assigns.

Waiver of Jury Trial: Guarantor and creditor each hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this guaranty or any of the transactions contemplated herein, including contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. Each party recognizes and agrees that the foregoing waiver constitutes a material inducement for it to enter into this guaranty. If the foregoing jury waiver is not enforceable, then any dispute, controversy or claim arising out of or relating to this Guaranty shall be settled by judicial reference pursuant to Code of Civil Procedure Section 638 et seq. before a referee sitting without a jury, such referee to be mutually acceptable to the parties or, if no agreement is reached, by a referee appointed by the Presiding Judge of the Pennsylvania Superior Court for Montgomery County. This foregoing shall not restrict Creditor from exercising pre-judgment remedies under applicable law.

Miscellaneous: This Guaranty shall be governed by and construed under the laws of the State of Pennsylvania, without giving effect to conflicts of law principles. All actions or proceedings arising in connection with this Guaranty shall be tried and litigated only in the state and federal courts located in the Montgomery County, State of Pennsylvania, or, at Creditor's option, any court in which Creditor shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. This Guaranty constitutes the parties' entire agreement with respect to the subject matter hereof, superseding all prior written or oral agreements, and no amendment or addition hereto shall be deemed effective unless agreed to in writing by the parties. A party's waiver of a breach of any provision hereof shall not operate or be construed as a waiver of any subsequent breach. If any provision of this Guaranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Guaranty. The terms of this Guaranty shall not be construed against the drafter, as these drafting services have been performed as a courtesy to the other party to this Guaranty. Captions and headings used herein are for convenience only and are not a part of this Guaranty and shall not be used in construing it.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned as of the date first written above.

Guarantor Signature

Guarantor Social Security Number

Guarantor Name

Guarantor Date of Birth

**In lieu of a Personal Guaranty, we can request a Tri-Party Agreement with your processor if your application is retail ATM connectivity..*

Guarantor Processor

Guarantor Signature for approval to obtain agreement