



## **Wireless That Works, LLC**

### **Equipment Lease Agreement**

THIS EQUIPMENT LEASE AGREEMENT ("Lease") is made and effective by clicking on the "Confirm Order" button, by and between Wireless That Works, LLC ("Hereinafter WTW or Lessor") and current user ("Lessee"). By clicking on the "Confirm Order" button, Lessee has read and agrees, acknowledges, and accepts these Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

#### **1. Lease**

Lessor hereby agrees to lease the following described equipment (the "Equipment") to Lessee shown in the order preview above.

#### **2. Term**

The term of this Lease shall commence on the day the webform and/ or contract has been submitted and approved and expire on the day it has been received and accepted by WTW. The Equipment must be returned shipped to Lessor during business hours on the last day of the rental. In the event the last day is a Saturday, Sunday or postal holiday, a shipping extension to the next delivery working day is granted.

Until the Equipment is shipped back and shows up in the carrier's possession, Lessee will be held liable. If the Leased equipment does not show up as tracked with the carrier, Lessee will be liable for the cost to replace the gear.

#### **3. Shipping**

Lessor is responsible for the shipping labels of the Equipment to Lessee's premises and back to Lessor. Lessee is responsible for additional charges incurred for upgraded shipping (express, overnight or next day). Lessor does not ship on federal holidays. Lessor will send Lessee an email at the email address Lessee has provided when



Equipment is shipped. Lessor will send Lessee an email at the email address Lessee has provided when Equipment rented by Lessee is returned.

Lessor will do its best to have equipment arrive as specified; however, is not in control of third party shipper. Consider any shipping or transit time offered by Lessor or other parties only as an estimate. Lessee is encouraged to order in a timely fashion and to add buffer time to avoid delays caused by shipping or product availability.

The Lessee is responsible for bringing the package(s) to an authorized shipping location and having the package scanned. Furthermore the Lessee agrees to obtain a receipt for the transaction which shall be retained until Lessor notifies the Lessee that their rental is complete. Dropping the package(s) off in a drop-box, an un-staffed facility, 3rd party shipper, mailroom facility, or USPS facility DOES NOT constitute a safe return of Equipment and constitutes a violation of the terms of the Lease. Any loss occurred at the above listed unauthorized facilities will be entirely the responsibility of the Lessee. Any loss will be calculated at full retail value plus any resulting loss of use charges.

#### 4. Rent

The rent for the Equipment shall be paid in advance in full as described in the online check out process and confirmation.

#### 5. Cancellations

Cancellations are made by canceling using the online portal and by contracting [rentals@wtwmics.com](mailto:rentals@wtwmics.com) and are subject to the following terms:

Within 30 days of a reservation and no sooner than three months before the date of the units to be delivered is given as full refund. Cancellations after this time frame are given a full refund back less a **\$75.00** restocking fee. Cancelling a shipped order will not be refunded.

Cancellations due to an out of stock item will be given the option of refund returned to the credit card.



## **6. Use**

Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the Equipment. Lessor is in no way responsible for Lessee's misuse of the Equipment and shall be indemnified by Lessee for any legal action resulting from Lessee's misuse of the Equipment, as explained in Sections 16 and 17 below.

## **7. Order Acceptance Policy**

Your receipt of an electronic or other form of order confirmation does not signify Lessor's acceptance of Lessee's order, nor does it constitute confirmation of Lessor's offer to rent. Lessor reserves the right at any time after receipt of Lessee's order to accept or decline Lessee's order or to supply less than the quantity Lessee ordered of any item for any or no reason.

## **8. Ownership**

The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as to the use of the equipment as expressly set forth in this Lease.

## **9. Repairs**

Lessor shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

Lessee shall not in any way repair or materially alter the physical or otherwise makeup of the Equipment.

If Lessee does not comply with the above mentioned, and a protection plan, if applicable, is purchased on the rental item, all protection plans becomes void.



## 10. Lost, Damaged, or Unreturned Equipment

Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment while in its control.

In the event of damage of any kind to the Equipment, Lessee agrees that their credit card may be charged for repair costs. Lessor expressly reserves the right to choose the repair method and venue, within reasonable market value terms. Lessee and Lessor agree to be bound, legally and otherwise, by the report of Lessor's chosen repair venue as to the cause of the damage to the Equipment. Lessee will also allow Lessor to charge Lessee's credit card for loss of use fees. Loss of use fees are the equivalent to an extension rate for the duration the equipment repair.

In the event of Equipment becoming damaged beyond repair, Lessees shall pay for a full replacement and shall not be entitled to ownership of the damaged Equipment.

In the unlikely event that the Equipment appears damaged when Lessee receives Equipment via shipment contractor, Lessee must notify Lessor immediately within three hours of receiving the shipment. Upon notification of suspected damage resulting from shipping of the Equipment, Lessor will send Equipment to the manufacturer or repair facility for inspection and repair. Lessee and Lessor agree to be bound, legally and otherwise, by the report of manufacturer or repair facility, which may be chosen in Lessor's sole discretion.

In the event of default, or a lost or unreturned item, Lessor reserves the right to pursue any and all remedies against the Lessee, including, but not limited to, taking immediate possession of the Equipment; obtaining, by Lessee's credit card or otherwise, from Lessee the cost of the full retail price of a comparable substitute of Equipment and late fees assessed prior to deeming the Lessee in default or the Equipment lost or unreturned. These remedies are not exclusive. In the event of litigation to recover any such damages, and Lessor prevails, Lessee shall pay any and all legal fees and costs incurred by Lessor.

Lessor is deemed to be in "default" if for any reason payment to Lessee is not delivered, is disputed, or is otherwise interrupted.



Equipment is deemed to be “lost” or “unreturned” when Lessee has failed to ship rented Equipment to Lessor within three (3) days of expiration of Term additional fees will incur including the potential loss of income due to these not units remaining unavailable. Returning an item late without notifying us first may cause Loss of Use fees to be applied in addition to the late fees. The amount of the Loss of Use fees will be calculated on a case-by-case basis.

The Lessor will not be held liable for any damage to the Lessee’s own or personal equipment used in conjunction with the Lessor’s Equipment.

### **11. Out-of-Stock Products and Multiple Product Orders**

Lessor will ship product as it becomes available. There may be times when the product Lessee ordered is out-of-stock which will delay fulfilling Lessee’s order. Lessor makes no guarantees as to availability of Equipment. Any estimate of availability provided by Lessor is based on the assumption that each units(s) customer returns Equipment within the prescribed term period. Lessor will keep Lessee informed of any products that Lessee has ordered that are out-of-stock and unavailable for immediate shipment. If Equipment is out-of-stock or unavailable, Lessee may cancel the order at any time prior to shipping restocking fees may occur.

For a multiple product order, Lessor will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available, unless Lessee notifies Lessor of their alternate wishes to this end. Lessee will only be charged for products contained in a given shipment, plus any applicable shipping charges. Lessee will only be charged for shipping at the rate quoted on Lessee’s purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on an order requiring multiple shipments.

### **12. Surrender**

Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense via the shipping method of Lessor's choice. Ordinary wear and tear is to be determined at the discretion of the Lessor within the confines of the



reasonably common and ordinary meanings of those terms. Lessee will be responsible for proper packaging of the return shipment using shipping and packaging materials as provided by Lessor in the order shipment.

Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to condition of Equipment upon return. Lessor reserves the right to accept Equipment upon return by Lessee and make determinations regarding the condition of the Equipment within a reasonable amount of time. Lessor's determination as to the condition of the Equipment upon return by Lessee is binding under this Section and Section 11 ("Lost, Damaged, or Unreturned Equipment.")

### **13. Limitation of Liability**

THE CONTENTS OF THE EQUIPMENT AND UNITS ARE WARRANTED TO WORK AS SPECIFIC UNDER NORMAL AND CUSTOMARY USE. TO THE FULL EXTENT PERMISSIBLE BY LAW, LESSOR PROVIDES NO WARRANTIES OF MERCHANTABILITY BEYOND THE SPECIFIED USE OR FITNESS FOR A PARTICULAR PURPOSE BEYOND NORMAL AND CUSTOMARY USE AND NON-INFRINGEMENT. IN ADDITION, LESSOR DOES ITS BEST TO KEEP THE WEBSITE INFORMATION CURRENT AND ACCURATE AND DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE WEBSITE IS ACCURATE, COMPLETE, OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

SOMETIMES ESPECIALLY IN URBAN AREAS WIRELESS CONNECTIVITY/ RADIO FREQUENCIES CAN BE AN ISSUE OUTSIDE OF OUR AND YOUR CONTROL. IF HAVING ISSUES WITH THE OPERATIONS OF ANY KIND, YOU MUST CONTACT US SO WE CAN ATTEMPT TO RESOLVE THE SAME.

IN NO EVENT SHALL LESSOR BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY EQUIPMENT OR THE INFORMATION ON LESSOR'S WEBSITE. WHILE LESSOR WILL MAKE A REASONABLE EFFORT TO RETURN



ANY NON-LESSOR PROPERTY IT RECEIVES, LESSOR WILL NOT BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO SUCH PROPERTY.

#### **14. Indemnity**

Lessee shall indemnify and hold harmless Lessor against all loss, damage, expense and penalty, including reasonable attorney's fees, arising from, related to, or connected with any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased Equipment during the Term or while the Equipment is in the possession or control of Lessee.

#### **15. Waiver**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

#### **16. Default**

If Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- A. To seek recovery for and recover for any and all fees, other payments, including lost rental income, then accrued or thereafter accruing.
- B. To terminate this Lease.
- C. To pursue any other remedy at law or in equity. The prevailing party is entitled to recover attorney's fees and costs.

#### **17. Bankruptcy**

Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any



assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 12 (“Surrender.”) above; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

### **18. Severability**

If any clause of this agreement is considered void or non-enforceable that does not render any other clause or the contract to be rendered void. In addition, and waiver or acceptance by Lessee of an obligation under this contract does not render any other clause to be rendered void or unenforceable.

### **19. Claims of Copyright Infringement**

It is the policy of Lessor to respect the intellectual property rights of others. Lessor does not promote, foster, or condone the copying of audio recordings or any other infringing activity.

### **20. Entire Agreement and No Oral Modifications**

This instrument constitutes the ENTIRE AGREEMENT between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any portion of the agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable.

### **21. Assignment**

Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.





## 22. Governing Law

This Lease shall be construed and enforced according to laws of the State of New Hampshire. These Terms and Conditions will supersede any terms and/or conditions Lessee includes with any purchase order, regardless of whether Lessor signs the purchase order or not. Lessor reserves the right to make changes to this site and these Terms and Conditions at any time.

I have hereby read, acknowledge and agree to the terms stated herein.

\_\_\_\_\_  
Name of Lessor (Print)

\_\_\_\_\_  
Name of Organization (Print)

X \_\_\_\_\_  
Authorized Signature of Lessor

\_\_\_\_\_  
Date