

ALLCELL™ TERMS AND CONDITIONS OF PORTABLE PHONE RENTAL EQUIPMENT

M.O.B. Enterprises, Inc. d/b/a AllCell Rentals (hereinafter referred to as M.O.B.) rents to customer the portable telephone, pager or radio identified on the page 1 of this agreement including the transceiver, antenna and accessories (hereinafter collectively referred to as the "Equipment"), and in consideration thereof, customer agrees to the following terms and conditions of rental:

1. This Agreement consists of the conditions stated on this page and on page 1. "Customer" means the person(s) signing this Agreement and any other party to whom the charges incurred are billed at the express direction of such party, all are jointly and severally liable for such charges.
2. The "Equipment" is and remains the property of M.O.B. Customer acknowledges that they acquire no rights hereunder other than use of the "Equipment". While the "Equipment" is on rental to the customer, any service to or replacement of any part or accessory must have prior approval by M.O.B.
3. Customer shall return the "Equipment" to M.O.B. on the return date stated herein or sooner upon demand, at the renting location and in the same condition as received, except for ordinary wear. In the event of loss, damage, theft or disappearance of the "Equipment" while on rental to customer and caused by or arising out of customer's care, control, possession, operation or use, the customer shall indemnify and hold M.O.B. harmless from and against any and all such loss, damage, theft or disappearance or any other related expense which may be incurred by M.O.B. In such event, customer shall pay to M.O.B., on demand, the amount of such damages or expenses (or the replacement cost of the missing equipment as stated on page 1 of this agreement in the event of loss, theft or disappearance). Alteration or removal of decals is subject to additional charges.
4. All charges and other amounts due pursuant to this agreement are payable in cash or by credit card at the conclusion of rental or earlier. Charges due, but not available at the conclusion of the rental, will be due and billed against customer's credit card as they are available. Terms are "NET" and any amounts received later than 10 days shall include interest calculated at 1-1/2% per month on any unpaid balance.
5. Subject to paragraph 4 herein, Customer shall pay M.O.B. on demand the sum of:
 - a. Equipment rental charges, usage time, pick-up and delivery charges, and other charges for long distance or call elated usage computed at the rates specified herein, until equipment is returned to rental location. Usage time is determined by reading the non-resettable meter. Time is billed in whole minute increments.
 - b. Applicable sales, use, transaction and/or excise taxes, and any amounts charged by AllCell as a reimbursement for taxes paid.
 - c. AllCell's cost, including reasonable attorney's fees, incurred in collecting charges due hereunder, or in recovering a portable phone. All charges are subjected to final audit. If upon final audit, an error is found in an earlier calculation or if addition call charges are discovered, customer shall pay the correct charges or additional call charges, and authorizes M.O.B. to correct any charge card receipt or invoice signed by customer to reflect the corrected charges.
6. M.O.B. has contracted with a cellular service company for the cellular phone service and/or a paging service company for pager service to be used in conjunction with the equipment rented. NEITHER M.O.B. NOR THE APPROPRIATE SERVICE COMPANY MAKE ANY WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT OR THE SERVICE. NEITHER M.O.B. NOR THE SERVICE COMPANY SHALL IN ANY EVENT BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, OR USE OF THE EQUIPMENT INCLUDING ANY CLAIMS BASED UPON FAILURE TO HONOR AN EQUIPMENT RESERVATION AS REQUESTED BY CUSTOMER, WHETHER DUE TO M.O.B.'S NEGLIGENCE OR OTHERWISE.
7. Customer acknowledges that the equipment received from M.O.B. is in good working order.
8. M.O.B. does not guarantee uninterrupted service and shall not be liable for the inability of customer to complete calls, for dropped calls or pages not received due to circumstances beyond it's reasonable control.
9. If customer has directed the billing for charges hereunder to be transmitted to another person, firm, or organization, which, upon being so billed, has failed to make payment, then customer shall, upon being, billed promptly pay said charges.
10. In the event that customer violates the terms and conditions of this agreement or customer has furnished M.O.B. or it's agents false information, this agreement may be terminated and customer shall return the equipment and all charges in connection therewith shall become due and payable.
11. This agreement cannot be assigned or transferred by customer.

12. No term or condition of this agreement may be waived or modified except by written instrument signed by M.O.B.'s authorized representative. This agreement constitutes the entire agreement between M.O.B. and customer. There are no other representations, conditions, warranties, guaranties or collateral agreements, express or implied.

13. This agreement shall be governed by and construed under the laws of the state of Pennsylvania. The federal and state courts within the state of Pennsylvania shall have exclusive jurisdiction to adjudicate any dispute arising out of this agreement. Customer hereby expressly consents to (i) personal jurisdiction of the federal and state courts within Pennsylvania and (ii) service of process being effected upon customer by registered mail sent to the address set forth on the front page of this agreement.

14. The prevailing party in any legal action brought by one party against the other and arising out of this agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.