



Phone: 866-924-8955
Fax: 866-246-4216
sales@gomobilecommerce.com
2025 Freeman Rd E Milton, WA 98354

Wireless Commerce Machine Rental Order Form

Dates requesting equipment: ____/____/____ until ____/____/____
Equipment must be returned within one business day from last date requested or additional fees will be applied.

Equipment Requested

All orders include a 7-day rental of one (1) wireless processing machine, activation, and shipping at
A fully-refundable security deposit is required at
Additional units requested for same 7-day rental are _____ Additional machines requested: _____
Additional weeks (7 days) past the initial 7-day rental are billed at **per week, per unit.**

Rental Policies and Agreement

Company Name: _____

Attn: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-Mail Address: _____

In order for GoMobile to activate your wireless credit card machine, an existing merchant services account is required. To activate your wireless machine, you are authorizing GoMobile to contact your current merchant service provider to obtain the necessary set-up information to board the wireless machine on your current merchant services account.

Name of Current Merchant Service Provider: _____

Customer Service Phone Number: _____

Merchant Identification Number: _____

If you would like a **custom footer** on your printed credit receipts please write it below (Thank you, website, etc).
Note: space is limited. Footer may not exceed 48 letters and spaces combined

Custom Footer: _____

Payment Information

Card Type (Visa, Mastercard, Discover, AmEx): _____

Credit Card # _____ Exp: ____/____/____

Card Code (back of card): _____

Cardholder Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Cardholder phone number: _____

Cardholder's Signature: _____ Date: ____/____/____

Additional Terms

Customer hereby rents from GoMobile Commerce, LLC (hereafter known as "GoMobile") the Equipment listed on this Rental Agreement pursuant to the following Terms and Conditions:

I. Rental Period and Charges: Wireless POS (Point of Sale) equipment is rented on a weekly basis with a 1-week minimum rental period. The rental period shall commence one day following the Client receives Wireless POS from GoMobile. Client GoMobile is responsible for all shipping charges to and from the Customer. Two hundred (200) credit card transactions are included per one (1) week rental. Additional transactions are billed at \$0.10 per transaction to cover additional cellular air-time and thermal paper supplies. Credit card processing fees are billed separately by Client's merchant service provider, in accordance to their negotiated merchant services agreement.

II. Reservations and Deposits: Clients shall pre-pay GoMobile the full amount of the entire Rental Period and is inclusive of activation, shipping and handling fees. Rentals will be billed at the time of set-up and shall be due upon receipt of GoMobile's Invoice. GoMobile will collect a \$200.00 refundable security deposit when Equipment is shipped. Security deposit will be returned via check mailed through the USPS within five (5) days of receipt of working equipment to GoMobile. A cancellation fee of \$50.00 will be charged for cancelling all or part of any rental order within ten (10) days of the rental start date.

III. Shipping: Shipment will be made by Second Day Air or Three Day Select through United Parcel Service (UPS). Unless client notifies GoMobile to the contrary on date of receipt of delivery, it shall be conclusively presumed the Equipment was delivered to Customer in good operating condition. Client is responsible for returning Wireless POS

Equipment using shipping materials provided on the next business day following Client's return date. If Client intends to extend Rental beyond original return date, GoMobile must be notified at least two (2) business days in advance.

IV. Cellular Service: Wireless service is not continuous. GoMobile uses AT&T and T-Mobile GPRS wireless providers and makes no warranty, express or implied, as to merchantability. Quality of wireless signal, especially inside building, will vary. Client is expected to have prior basic operational knowledge of wireless equipment and may obtain manufacturers manuals at www.gomobilecommerce.com.

V. Responsibilities:

5.1 Client must test all equipment prior to use to ensure proper operation and notify GoMobile about any equipment problems or missing equipment on date of receipt or Client is liable for damaged and/or missing equipment for entire rental period.

5.2 GoMobile is not responsible for any injury, loss or damage, directly or consequently, arising out of the use or inability to use the equipment, whether used singularly or in connection with any other equipment.

5.3 The client, at his/her own expense, protect and keep in good state of condition and repair, the rented equipment; and must not use or operate the equipment other than in a manner and for the use contemplated by the manufacturer thereof; and must return the equipment to GoMobile upon termination of the rental period, in the same condition and good order as received, ordinary wear and tear excepted. GoMobile shall have the sole discretion to determine if, and to what extent, equipment has been damaged.

5.4 The client must reimburse GoMobile for the full cost of repairs or replacement for rental equipment that is returned damaged or broken. For rental equipment that is lost, stolen, or damaged beyond repair, the client must reimburse GoMobile for the full replacement value of each item.

5.5 The cost of any insurance coverage or other protection against damage and/or loss of equipment rented from GoMobile are the sole responsibility of the client.

5.6 The wireless credit card machine, battery, SIM card, power adapter, and carrying case is the property of GoMobile.

VI. Miscellaneous

6.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

6.2 Parties in Interest. This Agreement shall benefit and bind the parties and their respective successors, heirs and personal representatives.

6.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. The parties shall first attempt to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof, by arbitration in accordance with the provisions of R.C.W. Chapter 7.04. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

Each party consents and submits to the jurisdiction of the courts located in Pierce County District Court, State of Washington.

6.4 Amendment. This Agreement may be amended only by written instrument executed by Member and Company.

6.5 Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreements, written or oral, with respect to the same subject matter.

6.6 Waiver. Any waiver of any of the terms or conditions of this Agreement must be in writing executed by all of the Parties.

6.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be continued and enforced as if such illegal, invalid or unenforceable provision were never a part hereof; and in lieu of such provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to make such provision legal, valid and enforceable.

6.8 Attorneys' Fees. In the event of a dispute between any of the parties to this Agreement, the losing party shall pay the prevailing party all its reasonable attorneys' fees, costs of litigation, arbitration, mediation, or other dispute resolution process, costs of investigation, and costs of appeal.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date and year first above written.

The Client (Lessee) hereby acknowledges and agrees to all of the terms and conditions listed herein (GoMobile Commerce Rental Policies and Agreement) including the authorization to charge my credit card per the rates chosen on this form.

Client Printed Name: _____

Client Signature: _____

Date: ____/____/____

Office Use Only

Received: ____/____/____	VAR: _____
Platform: _____	User ID: _____