

The Mobile PopUp - Trailer Rental Agreement – Las Vegas, NV

Tel (844) WE-POPUP - Email: TheMobilepopup@yahoo.com

Renter must be 21 years of age or older, debit card or credit card used for payment must be in Renter's name, Renter must have a valid driver's license, Renter must have Business insurance in their name and Renter must complete this Agreement and agree to all The Mobile Popup's Terms and Conditions attached below.

Last Name:	Middle:	First Name:	
Address:	City:	State:	Zip:
Email Address:	Birth Date: / /	Phone Number: () -	
Previous renter: Yes ☐ No ☐		Date rented: / /	

Rental Period Start Date	Rental Period End Date	Rental Location
Date: / /	Date: / /	Address:
Check-in Time: : AM/PM	Check-in Time: : AM/PM	City: State: Zip:

Security Deposit. A \$400.00 security deposit (the "Security Deposit") is required for each trailer rental and due one day prior to the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the Mobile Popup trailer during your usage. If necessary, additional costs associated with missing or damaged items inside or outside The Mobile Popup trailer may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to The Mobile Popup under this Agreement.

Reservations. Payment and Deposit is due 3 day prior to scheduled event or venue

Rescheduling. If you must cancel your reservation and you are within 2 days of the Rental Period Start Date, you may reschedule your reservation for a free of charge if within 1 day of the event you will be charged a \$50.00 cancellation fee. You must notify The Mobile Popup of your desire to reschedule to avoid the cancellation fee within the 2-day window of the Rental Period Start Date. The deposit that you placed toward your cancelled reservation will be applied to your rescheduled reservation. You have one year from the date you pay the \$50 rescheduling fee to reserve and occupy a Mobile Popup trailer from The Mobile Popup, or you will forfeit your deposited amount.

Rental Amount. The Rental price is \$: _____ Daily Rental Rate \$: _____ Day(s) Rented + \$300.00 Security Deposit = \$: _____

I would like to reserve/rent a The Mobile PopUp trailer from The Mobile Popup. I understand that The Mobile PopUp must approve the Agreement before a reservation can be confirmed. If approved, I authorize The Mobile PopUp to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and The Mobile Popup have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 1 day prior to the Rental Period Start Date, I will be charged a \$50 cancellation fee. If I cancel the reservation less than 31 days prior to the Rental Period Start Date, the total rental payment will be nonrefundable. If The Mobile PopUp cancels the reservation for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within seven business days after the Rental Period End Date if paid by credit card or cash.

Credit Card Number: (Name on credit card must match name of Renter).	Expiration Date: / /	Security Code:
Signature X: (Signature acknowledges Renter has read and agrees with The Mobile PopUp Terms and conditions attached below).		Date: / /

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TERMS AND CONDITIONS - SIGN AND RETURN WITH RENTAL AGREEMENT

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1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda, and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We," "our" or "us" means Believe Consulting Group LLC, a Nevada corporation, doing business as The Mobile PopUp. "Trailer" means the non-motorized utility trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced time the daily rental rate.

Initials: 2. **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or this Agreement. ***You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs, and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express, implied, or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.***

Initials: 3. **Reservations.** We are not responsible for event/venue reservations. All event/venue reservations must be made separately with the operating reservation agency. All fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for venue/event reservation errors.

Initials: 4. **Check In.** Delivery times are based upon negotiated time frame. daily. It is your responsibility to call us at (844) WE-POPUP on the Rental Period Start Date to check in with our office and receive your scheduled delivery time. Delivery times will be scheduled on a first come, first-serve basis.

5. **Delivery / Set up / Pick up.** We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, one of our staff members will provide you with an orientation to show you the safe and proper use of the Trailer and its features. Additionally, the orientation will provide a summary of the rules and prohibited uses of the Trailer. The orientation process can take-up to 20 minutes - please allow yourself enough time. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be clean prior to check out (trash removed, floors swept, and countertops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to your credit card. If incorrect delivery information is submitted through the reservation request form that results in The Mobile POPUP delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.

6. **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashier's check, debit card with either the Visa or MasterCard logo, or credit card with either the Visa, Mastercard, or American Express logo. If using a debit or credit card, you must present the card at the time of rental, **along** with a current driver's license or other form of identification that we find acceptable.

7. **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashier's check, debit card with either the Visa or MasterCard logo, or credit card with either the Visa, Mastercard, or American Express logo. If using a debit or credit card, you must present the card at the time of rental, **along** with a current driver's license or other form of identification that we find acceptable.

Initials: 8. **Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the Trailer without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all event or Venue rules and regulations, or State or federal laws.

Initials: 9. **Personal Property.** You release us, our agents, and employees from all claims for loss of, or damage to, your private property or that of any other person, which was left or carried in or on the Trailer or in our offices, whether the loss or damages was caused by our negligence or was otherwise our responsibility.

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- Initials:** 10. **Pet Policy.** We prefer **No Pets** in trailer. If we do approve your pet, there is **\$150.00 pet fee**. Any damage caused from the pet will be deducted from the security deposit.
- Initials:** 11. **Personal Injury.** You release us, our agents, and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.
- Initials:** 12. **Smoking.** There is **No Smoking** in any of the Trailers. If the Trailer is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.
- Initials:** 13. **Limited Supplies.** Most trailers come equipped with), thirty (30) pounds of propane, and one (1) full charged 12-volt battery. Some trailers have standard water and holding tanks. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional, propane, or batteries during their rental period.
- Initials:** 14. **Generator.** The Trailer comes equipped with a gasoline powered generator. The generator supplies 110-volt power to the outlets in the Trailer. The generator also supplies power to the Trailer's refrigerator and roof air conditioner. The generator can be used to recharge the Trailer's 12-volt batteries. The Trailer's generator is (approximately four (4) gallons) when rented to you. It is your responsibility to refuel the generator if necessary. A fuel can is provided in the Trailer.
15. **Appliances.** The A/C, generator, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, **no compensation** will be made to you. For assistance, you are advised to consult the informational material in the Trailer or contact The Mobile Popup at (844) WE-POPUP
- Initials:** 16. **Renter Damage.** If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company, and contacting us immediately at (844) WE-POPUP at checkout, The Mobile Popup Rentals will estimate the damage, if any, and expedite the cleaning and/or repair.
- Initials:** 17. **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rentals' costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are **NO refunds** for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.
18. **Waiver.** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party unless such waiver is in writing and signed by the party to be charged.
19. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of California without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Las Vegas, Nevada or the federal court located in Las Vegas, Nevada for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Las Vegas, Nevada or the federal court located in Las Vegas, Nevada. **Severability.** If any provision of this Agreement is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.
20. **Waiver.** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged
21. **Attorneys' Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.
22. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.
- Initials:** 24. **Refunds.** **No refunds will be given for any reason, including, but not limited to, severe weather, no shows, late arrivals, or early departures.**

Signature X:

(Signature acknowledges Renter has read and agrees with The Mobile PopUp Terms and conditions attached below).

Date: / /