



Rv Fun Rental MotorHome Rental Management Consignment Agreement

This constitutes a consignment agreement between Rv Fun Rental(agent),
and _____ (owner), an individual(s).

This agreement is entered into by both parties above for the purpose of renting for profit motorhome(s) owned by the owner to private parties for recreational use purposes. Owner hereby warrants that they are the legal registered owner(s) of the motor home described in paragraph 4.

Agent and owner agree to abide by the following terms of this agreement:

1. Owner agrees to provide agent motorhome(s) to enable agent to rent owner's motorhome(s) to private parties for recreational use.
2. In consideration for providing the motor home(s) for rental, the agent agrees to pay the owner, as commissions, 50% of rental profit from previous quarter. Rental profit is calculated with rental amount minus cleaning costs and other overhead to help rent out the motorhome. Owner agrees to allow agent to determine rental rates, terms and conditions at agent's sole discretion. Agent will manage rental preparations, renter training, promotions, advertising, pricing and bookings and these will be calculated in the rental profit. Agent agrees to pay owner no later than the end of the month following the end of the quarter during which the rentals occurred. Agent will provide full rental reports with quarterly commissions.
3. Agent neither makes nor implies any specific rental performance. Agent does warrant that it will make reasonable efforts, in course of normal business, to rent owner's motorhome(s) to responsible private parties.

4. The motorhome(s) provided by the owner are described as follows:

Make: _____ Model: _____
Length: _____ Year Model: _____
License Number: _____ VIN: _____

5. Owner is responsible for any cleaning/maintenance/repairs to get coach into rentable condition. Owner agrees to deliver motorhome(s) in rentable condition to agent's rental lot

before first rental. This includes: full tank(s) of gas; full tank(s) of propane; all holding tanks dumped, clean & deodorized; and motorhome(s) clean inside & out. Owner agrees to pay agent's normal fees for these items from next commission check if motorhome(s) is not provided in this condition.

6. Owner warrants that motorhome(s) will be provided in excellent condition, free of defects that would jeopardize the safety or reliable operation of the motor home(s). Owner warrants all gps tracking on the rv is removed as required by California Rental Car Privacy Law AB2620. Owner understands tracking private individuals using the rv is illegal in California. Owner agrees to pay normal agent fees as a deduction from next commission check for repairs incurred by agent to correct these hazards. Owner agrees to pay agent, in full, any outstanding balance due for requested upgrades, maintenance or repairs.

7. Owner will provide agent written list of all defects, mechanical and cosmetic, before first rental. Owner agrees to provide dates of last purchase or service or normal wearing items on motorhome(s), such as brakes, tires, oil changes, transmission service, etc. before first rental.

8. Owner will be fully responsible for normal maintenance and repairs of motor home(s). Owner hereby authorizes agent to perform normal maintenance and repairs to owner's motorhome(s) while they are in the physical possession of the agent. Agent agrees to follow recommended maintenance schedules published by motorhome manufacturer. Owner agrees to pay for all maintenance and repairs described in this paragraph, and allows agent to deduct such repair charges from commissions due. Owner agrees to indemnify agent for any and all loss, liability, damages, claims, fees and other expenses arising from or related to related to Owner's failure to maintain and repair the motor home(s) pursuant to this provision.

9. Damage caused by use of the motorhome(s) during a rental will be paid by the renter's security deposits or insurance purchased by the renter for the period of rental as stated in paragraph 10 and are not the responsibility of either owner or agent. Insurance payments can be issued to agent for repairs.

10. Insurance-

(a) Owner agrees to provide and maintain suitable collision, property and liability insurance for motorhome for his/her own use, and while being stored by agent or used for nonrental activities. Insurance payments can be issued to agent to perform repairs.

(b) Property and liability insurance coverage is available for purchase by renters during the booking process. All renters must have insurance before departure.

11. Owner will not be charged storage fees as long as the motorhome(s) is in rental fleet and rentable.

12. Agent agrees to allow owner unrestricted use of motorhome(s) except that owner will give at least 48 hours written notice prior to required pick up time for owner's personal use, and providing no other promised bookings exist for the same or overlapping dates, that cannot be rescheduled by the agent. Owner agrees to pay normal agent cleaning and preparation fees, to be deducted from next commission check, if the motorhome(s) are not returned in rentable condition as described in 6 above. Owner agrees to return motorhome(s) during normal

business hours, or as agreed by agent. A fee may be charged for late return if it hinders next scheduled rental of the motorhome(s).

13. Owner allows that "normal wear and tear" deterioration of the motor home(s) will occur during rentals, and holds agent harmless for this deterioration. "Normal wear and tear" will be determined by the agent.

14. Agent agrees that all repairs done to owner's motor home(s) will return motorhome(s) to at least same condition as before any damage occurred.

15. Owner allows agent to use owner's motorhome(s) for one (1) marketing activity per year, without charge. Such activities include trade shows, charity fundraisers, open houses, etc. Agent agrees to pay all costs (fuel, rental space, cleaning, etc) for such events. Agent may opt to pay owner more than the agreed commission if budget allows as a courtesy.

16. The relationship between parties of this agreement is that of agent and owner. Owner has no authority to bind or obligate the agent without agent's written permission.

17. Owner waives and releases agent from any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees and other expenses with respect to any third party liability arising from rental use of the motorhome(s).

18. This agreement will automatically terminate 2 years from the last date of signing of this agreement by both owner and agent. This agreement may be terminated before that time with 30 day written notice, by each party. If this agreement is terminated by the owner, owner agrees to honor any and all existing rentals during prime summer rental season already confirmed at the time written notice is given. Otherwise owner agrees to honor only those rentals with departure dates within 30 calendar days of receipt of written notice. Renewal of this agreement must be made in writing, signed by both parties, to be in effect.

19. This agreement may not be modified unless in writing executed by both parties.

20. If a dispute arises out of, or related to, this agreement, or the breach thereof, and if said dispute cannot be resolved through discreet discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of, or relating to, this agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. All fees and expenses of the mediation and/or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel.

21. This agreement, its terms and any disputes between the parties arising hereunder shall be governed by California law.

22. Both owner and agent certify that they have read, understand and agree to the terms of this agreement. – Signature page follows –

RvFunRental.com MotorHome Rental Management Consignment Agreement

Rv Fun Rental (Agent)

By: _____ Date: __/__/__ _____ Signature/Print

Owner

By: _____ Date: __/__/__ _____ Signature/Print

Owner SSN or EIN#: _____ (for IRS 1099 purposes)

Street Address: _____

Phone: (_____) . Email: _____ Cell: _____