

## **RV/MOTORHOME OWNER RENTAL MANAGEMENT AGREEMENT**

This a	greement made this	day of	between
(Owne	r)		
And M	id Florida RV Rentals (	(Agent).	
PURP	OSE OF AGREEMEN	<u>r</u>	
Recrea otherw	ational Vehicle descr ise promote the vehicl	etween the Agent- Mid Florida RV Rentals, and the ibed below. Agent agrees to operate, manage e for the purpose of renting and leasing for the income terms and conditions of this agreement.	, maintain, and
RELA	TIONSHIP OF PARTIE	<u>ES</u>	
		wner retains full ownership of the vehicle, and he his or her agent as specifically set forth in this agree	
Owner	:		
Legal	Owner Name		
Addre	ss		
City			
State		Zip	
Email		Mobile #	
Home	#	License #	
State _		Expires	
Insura	nce Company		
Policy	#		



Vehicle:			
VIN		Mileage	
Length	_ Slide(s)	_ Diesel	_ Gas

A copy of the Registration and a copy of any Extended Warranty must be on file with the agent.

The condition of the RV/Motorhome in this agreement is appearance only. The RV/Motorhome will be checked out at our shop for all working systems and safety features.

#### **RENTAL RATES**

Agent shall collect rental payments from customers as per agent's current published website rental rate on their official website (midfloridarvrental.com) or give a discount to renters depending on the year and mileage of the vehicle or as competition advertises. Owner agrees to allow agent to vary the published rate during the year to accommodate special weekend packages, coupon specials, various other promotional offerings, or renter discounts. In the event of any breakdown, Agent has the right to settle all claims in reference to the rental charges by giving renter free days, free miles or free generator time, if necessary, that will be subtracted from the total rental amount.

#### STORAGE FEES

Owner shall agree to pay Agent storage fees of \$180 per month. Storage fees will be deducted from rental income owed to the Owner. Monthly storage fees shall be reduced to \$65 in months where Owner's RV/Motorhome had zero rental days.

### **AGENT'S RESPONSIBILITY**

Agent will perform the following functions: collecting credit card information from renters; verifying possession of a valid driver's license with the DMV; providing instructions of vehicle operation and safety prior to departure; collecting a security deposit including all costs of the rental in advance; ensuring proper insurance coverage is in place; inspecting vehicle for damage at each check-out and check-in and charging accordingly for any damage of interior or exterior not covered by insurance.

Agent will take reasonable measures including fenced lot and security checks to prevent vandalism or theft of any kind while vehicle is on Agent's premises; however, if such should occur, Agent will not be responsible.



Agent agrees to have vehicle ready and available for owner's use, without payment of rental fee, upon owner's advance request, provided such request does not conflict with previous customer's reservation.

#### Wear and Tear

During agent's custody of the rented vehicle, Owner authorizes agent to maintain the vehicle in good repairs for renter and owner, and agent agrees to use reasonable discretion in authorizing such repairs. Repairs will be made at Agent's location, if possible, but Owner understands that off-site repairs by third parties are sometimes necessary. Wear and tear is expected on any rental unit and the cost of normal interior and exterior wear and tear is the sole responsibility of the owner.

### Renter Damage

Agent will collect funds from renter on any damage to the interior or exterior of the vehicle. Agent will withhold some or all of security deposit funds held by the Agent if the renter does any damage to the RV/Motorhome. These funds will be used to repair the RV/Motorhome.

### **OWNER'S RESPONSIBILITY**

The Owner knows and accepts that the income for this RV/Motorhome is seasonal and varies with demand. There will be times the RV/Motorhome will not be rented for a period and there will be times the RV/Motorhome will be rented continuously. Most rentals will be spring and summer, holidays, football games, car races, music festivals, as well as family vacations.

Owner agrees to maintain suitable comprehensive and collision insurance on the RV/motorhome at all times.

Owner authorizes Agent to add the above-described vehicle to Agent's Rental Insurance Policy for Rental Coverage. This policy names the Agent as insured party and the Owner as additional insured. DIRECTION TO PAY: Owner agrees to direct insurance company to pay Agent for receipt of any insurance funds, or promptly forward any insurance funds received, that are a result of a claim due to a rental, in order that Owner's vehicle can be promptly repaired and returned to service, without delay. Owner accepts insurance subject to the terms, conditions, limitations and restrictions contained in the actual policy of insurance even though all of them are not set forth in this agreement.

Owner agrees to allow Agent to maintain vehicle in a constantly attractive, serviceable, and safe condition. Owner authorizes Agent to select the proper repair facility for any mechanical or other repairs. If it is necessary to have warranty, or other repairs, performed at another dealership, or repair facility, Agent may at its sole discretion, charge a reasonable fee for delivery and pick-up of the RV/Motorhome. It is further understood that Agent is not responsible for any lost income to the Owner, as a result of time lost due to damage, repair or failure to timely return by a renter, or



for theft of vehicle. If Agent inadvertently does not charge the owner a repair bill or insurance bill with their monthly statement, Owner acknowledges that those funds will be due and owing to Agent.

Owner agrees to keep current registration on vehicle at all times, purchasing them in advance, if necessary, to correlate with scheduled rentals. Owner will forward current registration information to Agent at least thirty (30) days prior to end of registration period.

Owner agrees to deliver the motorhome to Agent's place of business free of personal items and agrees Agent will not be responsible for any personal items left in the RV/Motorhome.

Owner represents and warrants to Agent by entering into this Agreement, Owner will not be in violation of the terms, covenants or conditions of any agreements between it and any third parties, including but not limited to, lenders claiming a security interest in the RV/Motorhome or insurance carriers providing insurance coverage for the RV/Motorhome, regarding, among other things, the reason for the purchase of the RV/Motorhome or its intended use. Owner further agrees to indemnify and hold Agent harmless of and from and all claims and causes of action that could be asserted by any such third party. Owner agrees to timely pay all debt secured by the RV/Motorhome, so as to insure the uninterrupted use and access to the vehicle by Agent and its customers.

Owner represents that the RV/Motorhome has never been used for purposes that violate any federal, state, or local law or ordinance. No modifications have been made to the vehicle that would make it illegal to operate on the roads of the forty-eight (48) contiguous states. Owner further represents that all modifications to, accessories added to, or work performed on the RV/Motorhome (including the coach, the engine, transmission, generator, or any other working parts) prior to this Agreement have been done in a professional and workmanlike manner. Owner agrees to hold Agent harmless of and from any damages or claims, foreseeable or otherwise, caused by such modifications, accessories, and/or additions.

Owner agrees to book no rentals privately during the period of this agreement, but to refer all prospects to Agent.

Owner has the right to make personal use of their RV/Motorhome during the term of this agreement if a fourteen day (14) prior notice is given. Owner will agree to avoid prior scheduled rentals and work with Agent on reasonable times to avoid rental conflicts. Owner is responsible for replacing fuel/propane, dumping tanks, cleaning, maintenance and repair during their time of use of the RV/Motorhome.



#### **AGENT'S COMPENSATION**

Agent shall receive 50% of the nightly rental collections from the customer. Owner further agrees that agent may charge the rental customer with prepaid cleaning, housekeeping kits, delivery or other such incidental items and Agent shall be entitled to 100% of such revenue.

### **OWNER'S COMPENSATION**

Owner shall receive 50% of the nightly rental, less any maintenance, repair, storage or other incidental items charged to the owner's account. A detailed statement along with any compensation due owner will be mailed each month. In the event that there is a negative balance in Owner's account, Owner does not have to pay Agent for these charges at that time. Agent agrees to wait until the RV/Motorhome rents to a customer to deduct charges owed to them.

#### **CANCELLATION**

Owner must notify at least Agent 30 days prior to the expiration of this agreement and contract. Owner must pay to the Agent any and all outstanding funds owed to Agent, including maintenance costs. If Owner decides to pick-up the RV/Motorhome, then said sum is payable upon the Owner picking up their RV/Motorhome.

#### **TERMS & CONDITIONS**

Owners, having read and understood the terms and conditions of this agreement, do hereby agree to these terms and conditions in their entirety and that no other representations, verbal or written, have been made.

Owner and Agent agree that any dispute that cannot be resolved between the parties shall be settled by either arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Hillsborough County, State of Florida or by other legal means at Agents discretion.

Owners and Agent agrees that if any terms and conditions of this agreement are modified, all remaining items, terms and conditions of this agreement will remain in full force.

This agreement cannot be changed or modified except in writing by the Owner and the Agent.



# **SIGNATURES**

Mid Florida RV (Agent)	Date	
Owner	 Date	
BANK INFORMATION		
Bank Name		
Account #		
Routing #		
AGENT NOTES		
This RV/Motorhome went into service with Mid Florida RV on		
Prior Damage to Vehicle Exterior		



Prior Damage to Vehicle Inte	erior		