



CONSIGNMENT AGREEMENT

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TheRVRentalFactory.com

THIS AGREEMENT CONSTITUTES A CONTRACT BETWEEN THE RV RENTAL FACTORY, LLC ("AGENT") AND PERSON NAMED ON THE CONTRACT ("OWNER") OF THE RECREATIONAL VEHICLE DESCRIBED BELOW. AGENT AGREES TO OPERATE, MAINTAIN, AND PROMOTE THE VEHICLE FOR THE PURPOSE OF RENTING AND LEASING FOR THE INCOME BENEFIT OF THE OWNER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT

DATE: THIS AGREEMENT IS MADE ON _____ DAY OF _____, 20____ BETWEEN _____ (OWNER) AND THE RV RENTAL FACTORY, LLC (AGENT)

OWNER NAME:

OWNER DRIVER'S LICENSE #, STATE, CLASSIFICATION:

OWNER ADDRESS (INCLUDE CITY, STATE, ZIP):

OWNER INSURANCE INFO (COMPANY & POLICY #):

VEHICLE VALUE _____ YEAR _____ MAKE & MODEL _____

LENGTH _____ VIN # _____

REG # _____ STATE _____ EXP. _____ BEGINNING MILEAGE _____

BEGINNING GENERATOR HOURS _____ DATE OF PURCHASE _____ STATE _____

LIEN HOLDER INFO & LOAN #:

ANY OTHER ITEMS AGREED UPON:

The RV Rental Factory, LLC (AGENT) and OWNER agree as follows:

RELATIONSHIP OF PARTIES: It is understood that OWNER retains full ownership of vehicle and hereby appoints The RV Rental Factory, LLC to act as his or her exclusive AGENT as specifically set forth in this agreement. During the term of this agreement, OWNER shall not list the vehicle on any other rental platform or rent it independently.

RENTAL RATES: AGENT shall have sole discretion to set and collect rental payments from customers based on market conditions, demand, seasonality, and competitive factors. AGENT may modify rates at any time without prior notice to OWNER. 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.

AGENT'S RESPONSIBILITIES: To qualify rental customers including;

- 1) Collecting credit card information
- 2) Verifying possession of a valid driver's license
- 3) Providing instruction of vehicle operation
- 4) Prior to departure, collecting damage and security deposits, as well as rental amount.
- 5) To inspect the vehicle for damage at check-in and charge the renter accordingly.

During AGENT's custody of the rental vehicle, OWNER authorizes AGENT to maintain the vehicle in good repair and in an attractive condition and to make such repairs without prior approval for any amount up to \$100.00. In the event the amount of repairs exceeds \$100.00, AGENT shall notify the OWNER of the need for such repairs. If OWNER fails to respond to AGENT and request for authority to make repairs exceeding \$100 within three days of notice, authorization shall be deemed to have been given. If the OWNER approves repairs, such repair shall be at OWNER'S expense, subject to potential reimbursement from the renter, in the event the renter is deemed to be liable for the cost of such repairs. AGENT shall make that determination regarding renter's liability based on the facts and evidence reasonably available in such determination shall be the sole discretion of the AGENT. In the event that OWNER declines to authorized repairs, OWNER shall assume all responsibility for recovery, repairs, and associated costs, including but not limited to, travel, lost wages, loss of rental income and any liability to renter for any damages resulting from the failure of the vehicle. All costs of maintenance and repair will be charged to the OWNER'S account, invoices for repairs and maintenance will be provided to OWNER upon request. OWNER also authorizes AGENT to authorize emergency repairs for renter, and

AGENT agrees to use reasonable discretion in authorizing such repairs. AGENT shall have the authority to authorize towing of the vehicle, if necessary, to the repair facility. Once the vehicle has been relocated to a repair facility, the provisions for repairs stated herein above shall be controlled. Wear and tear is expected on any rental unit and such interior and exterior wear and tear is the sole responsibility of the OWNER. In the event of burns and upholstery or carpet, AGENT will only be responsible for repair of the damaged area. To have the vehicle readily available for OWNER'S use, without payment of rental fees, upon OWNER'S advanced oral request, provided such request does not conflict with previous customer reservations.

OWNERS'S RESPONSIBILITIES: OWNER authorizes AGENT to add the above-described vehicle to AGENT'S master insurance policy for commercial coverage when not being rented. This policy names AGENT as insured party and OWNER as an additional insured though rental platform. The OWNER'S vehicle will be covered with insurance purchased by the renter at the time of the trip through the rental platform. The OWNER also agrees to keep the vehicle insured and registered at all times, maintaining comprehensive coverage with limits of not less than \$500,000, and shall name AGENT as an additional insured. OWNER shall provide AGENT with proof of insurance renewal at least 15 days before expiration. The OWNER will not try to rent out their vehicle to others while under contract with AGENT. The OWNER will provide at least 14 days advance written notice before picking up or taking their vehicle and will be responsible for any loss in income related to their vehicle during this period, including compensation for any cancelled reservations at the full rental rate.

AGENT'S COMPENSATION: AGENT shall receive 50% of the gross rental collection from customers, including both rentals and mileage charges but not to include sales tax, plus 100% of all cleaning fees, service charges, cancellation fees, and administrative fees. OWNER further agrees that AGENT may charge a rental customer with insurance fees, sleeping or other such incidental items AGENT shall be entitled to 100% of revenue.

OWNER'S COMPENSATION: OWNER shall receive 50% of the gross rental collected from the customers. This amount is calculated after deductions for any maintenance, repair, insurance, credit card charges or other incidental items charged to the OWNER'S account. A detailed statement along with any compensation to the OWNER will be provided at the OWNER'S request. In the event that there is a negative balance at the end of any monthly reporting period (amount owed AGENT) then OWNER agrees to remit such amount due within five days of receipt of

the monthly statement. If the amount due to AGENT is not received within five days an interest charge not to exceed 1.5% per month, 18% per year may be assessed on any outstanding balance. If collection proceedings are taken by AGENT to collect monies owed by OWNER, it is agreed OWNER will be responsible for all legal and collection fees, including reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law. It is further agreed; any legal remedies concerning this contract shall be sought in Lake County, Illinois.

TERM: This agreement shall be continuous until terminated by either party giving 90 days written notice. If termination occurs during peak season (May through September), the notice period shall be 120 days to allow for proper handling of existing reservations. Termination of this contract may occur sooner if mutually agreeable to both parties.

DISPUTE RESOLUTION: OWNER and AGENT hereby agree to any and all disputes, controversies or claims arising out of this agreement or the termination of this agreement, whether or not limited to claims arising under any and all federal and state laws and all common law or statutory or contract claims, shall be resolved exclusively through final and binding arbitration. Arbitration shall be before an arbitrator selected from a list of seven arbitrators of arbitrators for JAMS. The party shall alternately strike names on the list with the party requesting arbitration striking first. The decision of the arbitrator will be final and binding upon the parties. No arbitration may be initiated beyond applicable statute of limitations on the claim being raised. Venue for the arbitration shall be in Lake County, Illinois unless otherwise agreed upon by the parties. Cost of the arbitrator's fees and transcripts of the proceeding shall be borne equally by the parties. Once requested by either OWNER or AGENT, the result of the arbitration shall be final and binding and arbitration shall be the only method for dispute resolution between the parties and the parties waive their right to bring a lawsuit to resolve any dispute between them.

STATEMENTS BY EMPLOYEES: To avoid any miscommunication or misunderstanding the formulation or application of the terms of this

agreement, it is expressly understood and agreed that any statements relating to the effect of any part of this agreement or means to induce the OWNER to enter into this agreement by any employee of AGENT is of no effect unless reduced to writing and included as a part of this agreement either by interlineation (with such interlineation by both parties thereto) or by separate addendum (signed by both parties thereto). It is expressly understood and agreed that this agreement constitutes the complete and total agreement of the parties and all prior written or oral agreements are deemed merged or superseded by the execution of this agreement.

Upon completion of this consignment agreement, please email the signed copy to rent@thervrentalfactory.com. Additionally, you can send pictures or photocopies of your driver's license in the same email with the agreement and we will add them to page 4 along with a copy of your vehicle's current insurance policy information.

REMINDER FOR THE RV RENTAL FACTORY, LLC TO ADD ANY INSURANCE PAPERWORK FOR YOUR RENTAL HERE:

PICTURE/COPY OF RENTER'S DRIVER'S LICENSE:

SIGNATURE:

Print Name:

Signature:

Date: