



CONSIGNMENT AGREEMENT

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Lakemoor, IL 60051
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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 (RV) 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 PHONE NUMBER:

OWNER EMAIL:

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 #:

CREDIT CARD INFO FOR ANY EXPENSES OWED TO AGENT DURING EACH MONTH IF APPLICABLE:
(CC#, EXP. DATE, CVV):

ANY OTHER ITEMS AGREED UPON:

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

1. RELATIONSHIP OF PARTIES: It is understood that **OWNER** retains full ownership of the rental vehicle (described on page 1) and hereby appoints **The RV Rental Factory, LLC** as their exclusive **AGENT** as specifically set forth in this agreement. During the term of this agreement, **OWNER** shall not list the rental vehicle on any other rental platforms or independently. **OWNER** gives **AGENT** exclusive rights to manage, market, and rent the rental vehicle.

2. 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 adjust rates at any time for special weekend packages, coupon specials, various other promotional offerings, or renter discounts. **OWNER** and **AGENT** will agree on a target base price for general planning purposes; but, **AGENT** retains final authority over actual rental rates.

3. AGENT'S RESPONSIBILITIES: **AGENT** shall qualify rental customers by collecting credit card information, verifying driver's licenses, providing operation instruction, collecting security deposits and rental fees, and inspecting vehicles for damage at check-in and return. **AGENT** is authorized to maintain the vehicle in good repair at **OWNER's** expense, making repairs as necessary without prior approval for amounts up to \$200.00. **AGENT** will notify **OWNER** of such repairs within a reasonable time. For repairs exceeding \$200.00, **AGENT** shall notify **OWNER** to request authorization. If **OWNER** does not respond within 48 hours, authorization shall be deemed granted. **AGENT** shall determine renter liability for any damage in good faith, based on inspection records, photographs, and renter statements. Documentation supporting repair charges will be made available to **OWNER** upon request. Security deposit claims and remaining balance refunds to renters shall follow the same timing and procedures established in the Renter Agreement, currently requiring completion of post-rental inspection and deposit disposition within ten (10) business days. **AGENT** is authorized to make emergency repairs, towing, or recovery as necessary. If **OWNER** declines to authorize repairs, **OWNER** assumes full responsibility for recovery, repair costs, and any resulting loss of income or renter claims. All maintenance and repair expenses will be charged to **OWNER's** account, and invoices will be available upon request. **AGENT** shall make the vehicle available for **OWNER's** personal use upon 30 days' advance notice, provided it does not interfere with existing reservations. **AGENT** may restrict renter access to rooftops and other exterior features and shall be authorized to prohibit use of awnings or accessories when necessary to prevent damage.

4. OWNER'S RESPONSIBILITIES: To provide the following with rental vehicle; insurance, registration, & Driver's License, rental vehicle equipment; hitch and stabilizer, spare tire and propane tank(s), water hose(s) and sewer hose(s), wheel chocks and leveling blocks, Shore

power cable and surge protector. *Recommended* - plain white linens & pillows for all sleeping areas within the rental vehicle as well as mattress covers. *Recommended* - GPS for any type of rental vehicle (initial equipment fee plus \$10.00/month service fee added to **OWNER's** account). *Recommended* - Hitch lock for travel trailers (one-time equipment fee per rental vehicle added to **OWNER's** account). Furthermore, **OWNER** authorizes **AGENT** to add the above described rental vehicle to **AGENT's** insurance policy for commercial coverage. **OWNER** can opt-out of **AGENT's** commercial insurance coverage, but must maintain their own insurance coverage for when the rental vehicle is not rented. If **OWNER** opt's out of **AGENT's** insurance policy, **OWNER** agrees that rentals will only be managed through third-party applications such as; RVshare and Outdoorsy and not directly through **AGENT**. **OWNER** further agrees that the third-party applications will charge a percentage for insurance usage. **OWNER** will provide updated insurance information at each renewal. If **OWNER** chooses to opt-in for **AGENT's** commercial insurance coverage, **OWNER** is responsible for the monthly insurance premium, which will be charged to **OWNER's** account and paid to **AGENT**. For clarity, **OWNER's** personal insurance shall not apply during any period in which the rental vehicle is subject to an active rental contract, including any period prior to renter pickup or after renter return in which the RV remains under **AGENT's** control. **OWNER** shall maintain the rental vehicle in good standing with all required registrations and licensing and will not rent out the vehicle to others while under contract with **AGENT**. If **OWNER** retrieves the vehicle, they will provide at least 30 days' advance notice and shall be responsible for any lost income due to cancellations during this period, including any compensation for cancelled reservations at the full rental rate. **OWNER** will pay **AGENT** \$60.00/month for storage if the vehicle does not rent for at least two nights during each month. If the rental vehicle rents for two or more nights, the **OWNER** will receive free storage. Storage will be located at The Storage Factory, 1625 W. Lincoln Rd. Lakemoor, IL 60051. Storage will be outdoors in an uncovered secure parking lot.

5. AGENT'S COMPENSATION: **AGENT** shall receive 50% of the gross rental revenue collected from customers, including both rental and mileage charges, excluding sales tax, cleaning fees, service charges, cancellation fees, and administrative fees.

6. OWNER'S COMPENSATION: **OWNER** shall receive 50% of the gross rental revenue (rental fees and mileage fees) collected from customers, after deductions for rental platform commissions (if applicable), taxes, maintenance, repairs, insurance premiums, or other incidental items, such as cleaning fees, charged to **OWNER's** account on a monthly basis. Payment from **AGENT** to **OWNER** shall be via Zelle or check, whichever **OWNER** requests. A detailed statement, along with any compensation owed to **OWNER**, will be provided upon request. If a negative balance exists at the end of any monthly reporting period, **OWNER** agrees to remit the amount due within five days of receipt of the monthly statement. If payment is not received within five days, interest may be assessed at a rate not to exceed 1.5% per month, 18% per year. **OWNER** is also responsible

for all legal and collection fees incurred by **AGENT** in recovering any unpaid amounts, including reasonable attorney's fees, court costs, and interest. **AGENT** shall not charge **OWNER** for lost income if such loss is recovered from the renter under the terms of the Rental Agreement. If **AGENT** retains rental funds or a portion of the renter's deposit as compensation for canceled reservations, late returns, or damages, **OWNER** shall not be billed for those same losses. In the event of renter cancellation, early return, or abandonment of the rental vehicle, **AGENT** may retain applicable fees or deposits. **OWNER** compensation shall reflect only revenue actually received, and **OWNER** shall not be responsible for losses recovered from renters under the terms of the rental agreement. Any legal remedies concerning this contract shall be sought in McHenry County, Illinois. The **OWNER** is responsible for reporting their income and **AGENT** will provide a 1099, if necessary. **OWNER** can earn a referral bonus of \$100.00 per RV/Consignment referred and in effect.

7. TERM: This agreement shall remain in effect until terminated by either party providing 90 days written notice. If termination occurs during peak season (May 1 through September 30), the notice period shall be extended to 120 days to allow for the proper handling of existing reservations. The **OWNER** will be responsible for any lost income due to canceled reservations. Termination may occur sooner if mutually agreeable to both parties.

8. DISPUTE RESOLUTION: Any disputes, controversies, or claims arising out of or related to this Agreement shall be resolved exclusively through final and binding arbitration in McHenry County, Illinois, under Illinois law. The arbitration shall be conducted by an arbitrator selected from a list provided by JAMS (Judicial Arbitration and Mediation Services). Each party shall bear its own attorney's fees and costs, unless otherwise awarded by the arbitrator. The arbitrator's decision shall be final and binding. At **AGENT's** sole discretion, **AGENT** may elect to bring a claim in the Circuit Court of McHenry County, Illinois, instead of arbitration, if necessary to collect unpaid sums or enforce judgment.

9. STATEMENTS BY EMPLOYEES: Any statements or representations by **AGENT's** employees, oral or written, are invalid unless included in this agreement in writing and signed by both parties. This agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

10. THEFT: **AGENT** shall not be held liable for any loss, damage, or expense arising from theft of the rental vehicle, whether occurring during storage, transport, or rental. **AGENT** will, upon request, provide reasonable cooperation in reporting the theft and supplying rental records or customer information to assist **OWNER** and/or law enforcement as well as insurance claims. **AGENT** recommends the use of GPS and a hitch lock to help deter theft as mentioned under Section 4 (Owner's Responsibilities).

11. INDEMNIFICATION & HOLD HARMLESS: **OWNER** agrees to indemnify, defend, and hold harmless The RV Rental Factory, LLC ("**AGENT**"), its members, employees,

and representatives, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to: any negligent act, omission, or misrepresentation by **OWNER**; any undisclosed mechanical defect or condition of the rental vehicle; or any failure by **OWNER** to maintain proper insurance or registration. **RENTER** shall be the primary responsible party for any loss, damage, deductible, or liability associated with renter use of the rental vehicle, as established in the Renter Agreement. **OWNER's** responsibility shall apply only to the extent such loss is not collectible from the renter or applicable insurance. In the event of loss or damage caused by a renter, **AGENT** shall first seek recovery from the renter and/or applicable insurance coverage. **OWNER's** indemnification shall apply only to the extent such loss is not covered or collectible from the renter or insurer. **AGENT** shall not be liable for indirect, incidental, special, consequential, or punitive damages arising from or relating to this agreement. In the event of any conflict between the terms relating to renter operational obligations, damage liability, security deposit deductions, insurance claims, or enforcement of renter responsibilities, the terms of the Renter Agreement shall control as to renter obligations. The terms of the Consignment Agreement (or Rental Agreement, as applicable) shall control as to the distribution of recovered funds between **AGENT** and **OWNER**.

END

Upon completion of this consignment agreement, please email the signed copy to rent@thervrentalfactory.com. Additionally, please send pictures or photocopies of your driver's license and registration. If applicable, personal insurance information as well.

OWNER SIGNATURE:

Print Name: _____

Signature: _____

Date: _____

THE RV RENTAL FACTORY:

Print Name: _____

Signature: _____

Date: _____

OFFICE USE ONLY:

- Attach signed proposal
- Attach owner's insurance paperwork (if applicable)
- Attach copy of driver's license
- Attach copy of registration