



RV CONSIGNMENT AGREEMENT

This Agreement is made and entered into this ____ day of _____ by, and between, Journey USA RV Rentals, LL ("Agent"), having its principal address as 9610 E. US Hwy 92, Tampa, Florida 33610 and _____, with a principal place of business or residence at _____ ("RV Owner").

1. PURPOSE OF AGREEMENT

a). The Agent agrees to operate, manage, maintain, and otherwise promote the Owner's recreational vehicle detailed in Appendix 1("RV") to rent and lease for the income benefit of the Owner by the terms and conditions of this agreement.

b). The Agent is managing private-owned Recreational vehicles for rental income on behalf of the vehicle owners. Agent seeks to match the needs of rental clientele looking for a recreational vehicle for vacation travel or longer-term, temporary accommodation, typically in the event of damage to the renter's home. The agent has established and maintains a website to advertise its services to potential users. The Owner is contracting with the Agent because they are seeking to realize some income from an asset in which a significant investment has been made. The unit owner recognizes and accepts that there is no guarantee of any level of income and that the amount of rental revenue realized through this agreement, if any, can vary significantly over time and depends on many factors, including the age of the unit. The unit owner further acknowledges and accepts that Agent has made no representations regarding the tax treatment of any income that may be received from the rental of the unit or the tax treatment of expenses incurred (by/assessed to the unit owner) as part of this agreement and has advised the unit owner to consult with a professional tax advisor as to the tax treatment of any income and/or expenses related to the rental of their recreational vehicle.

2. RELATIONSHIP OF PARTIES

It is understood and accepted that the Owner retains full ownership of the RV and hereby appoints the Agent to act as his or her agent as specifically outlined in this agreement. The Owner hereby represents and warrants to the Agent that they are the registered, lawful owner(s) of the unit described in this contract. Owner further represents and warrants to Agent that by entering into this agreement, the Owner will not violate terms, covenants, or conditions of any agreements between them and any third parties, including, but not limited to, lenders claiming a security interest in the unit, insurance carriers providing insurance coverage for the unit, regarding, among other things, the reason for the purchase of the unit or its intended use. The owner further agrees to indemnify and hold Agent harmless of any claims and causes of action that any such third party might assert. The owner agrees to pay all debt secured by the unit in a timely manner to ensure the agent and its customers have uninterrupted use and access to the unit. The Owner represents that the unit has never been used for purposes that violate any federal, state, or local law or ordinance. No modifications have been made to the

Unit that would make operating on the roads of the 48 contiguous states illegal. The owner further represents that all modifications to, accessories added to, or work performed on the unit (including the coach, the engine, transmission, generator, or any other working parts) have been done professionally before this agreement. Owner agrees to hold Agent harmless of and from any damages or claims, foreseeable and otherwise, caused by such modifications, accessories, and/or additions.

3. TERM OF AGREEMENT

9610 US 92 East, Tampa FL 33610 Tel: (813) 802-9285 www.journeyusarv.com



This agreement has an initial term ("initial term") of three (3) months as of the date the RV is delivered to the Agent's lot in Tampa, FL ("Effective Date").

4. AUTOMATIC RENEWAL

a). This agreement shall stand renewed for successive additional terms of six months ("renewal term") unless any party shall, not less than thirty (30) days before the end of the initial term or any renewal term, by written notice to the other party, terminate the same. Failure of either of the parties to serve such written notice of termination on the other party shall obligate the parties to all the terms and conditions. On notice of termination, the Agent will immediately block the coach from future reservations after the termination date.

b). Should either party terminate the agreement under 4. a), the Owner agrees to pay an amount equal to the total charges for any confirmed reservations for the RV and any outstanding charges incurred on the RV up to and including the termination date.

5. OWNER'S COMPENSATION

a). Agent will offer a "50/50" split management plan. The owner shall receive 50% of the gross nightly rental rate collected from the customer. Reservation platform fees or other intermediary fees and any outstanding balance due to Agent from Owner for maintenance or other charges incurred ("Net Commission"). Net commissions will be paid in the month following the month in which the rentals were returned. The owner will have live access to a Commissions file on Google Workspace that includes all commissions due and maintenance incurred, updated monthly. If there is a negative balance in the Owner's account with the Agent, the Owner understands and agrees that such balances may be charged to the Owner's credit card.

b). Even though customers may book and confirm reservations, reservations are not guaranteed and are subject to cancellation due to circumstances beyond the Agent's control. Agent is not responsible for rentals that do not occur, and Owner agrees to hold Agent harmless in the event of cancellations. In the event that the Owner's unit fails while on rental or upon the renter picking it up and the Agent deems it necessary to replace the Owner's unit with a different unit, the Owner will not be entitled to any commissions for that rental and all repairs will be for the account of the Owner.

6. AGENT'S COMPENSATION

a). Agents shall receive 50% of the gross nightly rental rate collected from the customer. Agent shall also receive any
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incidental add-on fees, including but not limited to cleaning, prep fees, housekeeping kits, delivery fees, or other such incidental items.

b). The owner and the agent will split the credit card charges (merchant fees) 50/50 for each reservation transaction. These will be listed on the Google Drive spreadsheet along with the commission earned and expenses to be charged. The charges are presently 3%, and the owner will be responsible for half.

c). Should the RV go (3) consecutive months without a rental reservation, the agent and the owner need to discuss a different course of action. If the owner decides to continue with the agreement, the RV will begin to pay the minimum monthly storage fee of \$135+ tax. This monthly rate is subject to change.

7. AGENT'S RESPONSIBILITIES

a). At the start of this agreement, the agent will inspect the RV to ensure it is safe and roadworthy. The owner understands and agrees that the inspection typically takes 2-4 hours and that the Owner is responsible for paying Agent fees for the inspection and any subsequent maintenance at a discounted labor rate of \$110.00/hour.

b). The agent will inspect the unit for damage at each check-out (departure) and check-in (return) and charge accordingly for any damage to the interior or exterior not covered by insurance. During Agent's custody of the unit described in this agreement, Owner authorizes Agent to maintain the vehicle in good repair and attractive condition. The cost of maintenance and repairs will be charged to the Owner's credit card on file after the Owner has been notified of the costs involved and approves the charges. Maintenance details and costs will be provided each month, along with the Owner's commission statement. Maintenance performed by the Agent will be charged to the Owner at a special rate of \$110/hour. The owner also authorizes the Agent to authorize emergency road repairs for the renter, and the Agent agrees to use reasonable discretion in authorizing such repairs. Wear and tear are expected on any rental unit; normal interior and exterior wear and tear is the sole responsibility of the Owner. The agent will collect funds from the renter for any damage to the interior or exterior of the vehicle. The agent will withhold the Security Deposit if the renter does any damage to the unit, and these funds will be used to repair the unit. In the event of any breakdown, the Agent has the right to settle all claims about the rental charges by giving the renter free days or half-days if necessary.

c). Agent will not allow smoking of any kind in the RV. The agent will collect all payment information from rental customers. The agent will verify possession of a valid Driver's License of any drivers listed for the rental. The agent will provide instructions on vehicle operation and safety before departure. Before departure, the Agent will collect a Security Deposit, as well as all costs of the rental in advance. Before rental, the Agent will receive a waiver/endorsement form from the renter's insurance company with proof of full coverage (if the renter's Insurance company allows for such waiver/endorsement). If not, the renter will be required to buy the proper insurance from the Agent's rental insurance company or a Collision Damage Waiver.

d). Agents will take reasonable measures, including security checks, to prevent vandalism or theft of any kind while the unit is in the custody of the Agent and/or on the Agent's premises.



8. OWNER'S RESPONSIBILITIES

- a). The owner knows and accepts that there are no guarantees or promises on the amount of income their unit will generate. There will be times when their unit is not rented for some time and times when it is rented continuously. Peak times are Holidays, summer months, football season, race season, winter international travelers, other sporting events, and local rental winter vacations. Longer-term rentals for temporary accommodation peak during natural disasters such as hurricanes.
- b). The owner agrees to allow the Agent to maintain the vehicle in constantly attractive, serviceable, and safe condition. The owner agrees and authorizes the Agent to select the proper repair facility for any mechanical or other repairs and maintenance and to manage all aspects of any insurance claim and subsequent insurance payouts. The Owner is responsible for the cost of all routine and incidental maintenance. The costs of any other repair work, including but not limited to any systemic maintenance to the unit (not covered by insurance), will be at the Owner's sole cost.
- c). If it is necessary to have a warranty or other repairs performed at another location or repair facility, the Agent may, at its sole discretion, charge a reasonable fee for delivery and pick up of the unit. It is further understood that the Agent is not responsible for losing income to the Owner because of time lost due to damage, repair, maintenance, or failure to return the unit promptly by a renter or repair facility. If the Agent inadvertently does not charge the Owner a repair or insurance bill with their monthly statement, the Owner understands and agrees that those funds will be due and owed to the Agent. The owner agrees to keep current registration, tags, stickers, etc., up to date. If necessary, the owner agrees to purchase them in advance to correlate with scheduled rentals. Once purchased, the Owner agrees to contact the Agent and mail or hand-deliver them to the Agent. The owner agrees not to book or reserve rentals privately or with an outside agency other than the Agent during the period of this agreement while the unit is in the custody of the Agent. The owner also agrees to refer all rental prospects, including friends and family, to the Agent.

9. INSURANCE

- a). The owner authorizes the Agent to purchase commercial insurance for the RV under the Agent's fleet insurance policy, deduct the cost of such insurance every month, and charge the credit card on file. A deposit for the start-up of the policy will be charged. This deposit will be returned to the owner should the vehicle be removed from the fleet and the contract have ended.
- b). If the RV is damaged and requires a claim under insurance, the Owner hereby agrees that the Agent is authorized to act on behalf of the Owner in all matters related to insurance claims, including receipt of insurance payments for damage incurred.



10. RENTAL RATES: The agent shall collect rental fees from customers according to the Agent's current rates published on the official rental website, www.journeyusarv.com or based on negotiated rates with customers and temporary accommodation intermediaries.

The owner agrees to allow the Agent to adjust pricing and give discounts based on the time of year and mileage of the vehicle or as competitive situations arise. The owner agrees to allow the Agent to vary the published rate during the year to accommodate special weekend packages, coupon specials, or various other promotional offerings or renter discounts. Owner further agrees that in the event any commissions or discounts are paid to other Agents, including, but not limited to, reservation platforms, travel agents, airlines, or credit card companies, the amount paid will be shared per the "Owner Compensation" section of this agreement. The owner agrees to allow Agent to promote and advertise their unit for promotional purposes and to attract business, including off-site promotion and advertising events.

11. OWNER'S USAGE OF UNIT

a). The owner understands that the Agent operates a commercial business and agrees not to use the unit during peak summer months or other major Holidays. The Agent retains the right to terminate this contract if, at the Agent's sole discretion, the Owner is deemed to be using the unit too much. If the Owner takes their unit, the Owner is responsible for replacing fuel and propane, dumping and flushing the tanks, and cleaning the unit inside and out before returning it to the Agent's facility; otherwise, the Agent will charge the Owner's credit card on file for these tasks.

b). Blackout Dates shall apply to the unit, and the Owner may not use the unit during the following periods: June, July, and August, all major Holidays, and other dates for major local and regional events such as the St Petersburg Grand Prix, Sebring Race, and Daytona races.

12. CONTRACT CANCELLATION

Should the Owner cancel this contract or withdraw the vehicle from the fleet for any reason other than under the terms of Clause 4. The above Owner agrees to pay damages to the Agent of \$5,000 before removing their vehicle from the Agent's Tampa location.

13. RELEASE OF LIABILITY AND HOLD HARMLESS

In consideration of this agreement, the Owner releases and holds harmless the Agent, its employees, affiliated entities, employees, officers, directors, shareholders, partners, members, and agents (herein "Agent") for all liability, damages claims, demands, damages, causes of actions, debts, liabilities or injury to person or property relating to the storage or placement of the unit on the property owned by Agent or when being driven by Agent's employees for maintenance or other service requirements. The agent shall bear no responsibility at all for damage to the unit or injury to any person while in or about the unit while on the property of the Agent nor when being driven by Agent's employees for maintenance or other service requirements. Furthermore, the Owner agrees to indemnify the Agent for any such claims brought by third parties against the Agent.



14. MISCELLANEOUS

No term of this Agreement can be waived or modified except in a written agreement signed by both Agent and Owner. This Agreement constitutes the entire agreement between Agent and Owner. All prior representations and agreements between Agent and Owner regarding the terms of this agreement are merged into this Agreement.

15. GOVERNING LAW

The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. If either party institutes a legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Hillsborough County, Florida, or the United States District Court having jurisdiction over

such a county. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, RENTER'S USE OR OCCUPANCY OF THE RV, AND/OR ANY CLAIM FOR INJURY OR DAMAGE. If any action or proceeding is brought by either party against the other about or arising out of this Agreement, the prevailing party (*i.e.*, the party that recovers the greater relief because of the action or proceeding) shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any action or proceeding shall be entitled to its attorney's fees incurred in any post-judgment proceedings to collect or enforce the judgment.

For and On Behalf of the Owner(s)

I/We, _____ (Owner(s)), having read and understood the terms and conditions of this agreement, agree to the terms and conditions in their entirety and that no other representations, verbal or written, have been made. The owner (s) and Agent agree that if any terms or conditions of this agreement are modified, all remaining items, terms, and conditions will remain in full force. This agreement cannot be modified or changed except in writing by the Agent, with the Owner's approval, and both must sign the changes made in writing.

Owner _____ Date _____

Signature: _____ Social Security # _____



Driver's License # _____ DOB _____

Co-Owner _____ Date _____

Signature: _____ Social Security # _____

Driver's License # _____ DOB _____

FOR & ON BEHALF OF AGENT:

Signature: _____

Date: _____



Appendix 1

OWNER DETAILS

| | |
|------------------|--|
| Name | |
| Address | |
| Email | |
| Tel | |
| Cell | |
| Driver's License | |

| | |
|------------------|--|
| Name | |
| Address | |
| Email | |
| Tel | |
| Cell | |
| Driver's License | |



Appendix 1 cont.

VEHICLE DETAILS

| | | | | | |
|-------------------------|--|---------------|--|---------------------------|--|
| Year | | Manufacturer | | Model/ Floorplan | |
| Mileage | | Generator Hrs | | VIN | |
| Registration (State) | | License Plate | | Tag Expiration Date | |
| | | | | Tires (size/make) | |

LIEN

| | | | |
|-----------------|--|-------------|--|
| Lienholder Name | | Loan Amount | |
| Loan No | | Contact | |
| | | Contact No | |

INSURANCE

| | | | |
|-------------------|--|----------------------|--|
| Insurance Company | | Contact | |
| Policy No | | Contact No | |
| Insurance Value | | Annual Premium \$ | |

EFFECTIVE DATE (DELIVERY DATE): _____

IMPORTANT: A copy of the registration, Owner's driver's license, proof of insurance, and a copy of any extended warranties must be on file with the Agent.



PRE-EXISTING DAMAGE - *Note any pre-existing damage*

EXTERIOR

INTERIOR

Note: Please bring a copy of all maintenance records you may have for your unit.



Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION FORM

All information will remain confidential

Name on Card: _____

Billing Address: _____

(include zip code)

Card Type: Visa / Mastercard / Discover / AmEx

Credit Card Number: _____

Expiration Date: _____

CVV Number: _____

I authorize the Agent to charge the above credit card provided herein for any maintenance, delivery, or other out-of-pocket expenses the Agent accrues while managing the RV.

Signature: _____

Print Name: _____

Date: _____



Appendix 2

GPS Tracking Device Policy

Effective January 1, 2025, all RVs in the consignment rental program will be equipped with a GPS tracking device. This device is installed for the following purposes:

1. **Enhanced Security:** To protect the RV from theft or unauthorized use.
2. **Operational Monitoring:** To ensure compliance with rental agreements, such as adherence to mileage and geographical restrictions.
3. **Emergency Support:** To assist with locating the RV in case of breakdowns or other emergencies.

The cost of this service is \$15 per month and will be the responsibility of the RV owner. This fee will be deducted from the monthly rental revenue generated by the RV.

By signing this agreement, the RV owner acknowledges and consents to the installation and use of a GPS tracking device on their RV. Journey USA RV Rentals agrees to maintain and use the GPS data solely for the purposes outlined above, in compliance with applicable privacy laws.