

**MOTOR HOME OR TRAVEL TRAILER RENTAL VEHICLE MANAGEMENT AGREEMENT**

SOUTHERN MICHIGAN CAMPER RENTALS, LLC

17575 US 223

CEMENT CITY, MI 49233

PHONE/FAX 877-890-2267

[WWW.SOUTHERNMICHIGANCAMPERRENTAL.COM](http://WWW.SOUTHERNMICHIGANCAMPERRENTAL.COM)

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_  
\_\_\_\_\_ (Owner) and  
Southern Michigan Camper Rentals, LLC. (.Agent), This is a month to month agreement.

**PURPOSE OF AGREEMENT**

This agreement is made between the Agent, Southern Michigan Camper Rentals, LLC. and the Owner of the Recreational Vehicle or travel trailer described above and below. Agent agrees to operate, manage, maintain and otherwise 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.

**RELATIONSHIP OF PARTIES**

It is understood that the owner retains full ownership of the vehicle, and hereby appoints Southern Michigan Camper Rentals, LLC to act as his or her agent as specifically set forth in this agreement.

**DISCRIPTION OF**

VEHICLE Legal Owner Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Drivers License

# \_\_\_\_\_ State \_\_\_\_\_ DOB \_\_\_\_\_ E-Mail

Address \_\_\_\_\_ @ \_\_\_\_\_ Cel

# \_\_\_\_\_ Home # \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ License

# \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_ VIN

# \_\_\_\_\_ Mileage \_\_\_\_\_ Generator

Hours \_\_\_\_\_ Length \_\_\_\_\_ Tires \_\_\_\_\_

Slides \_\_\_\_\_ Awning \_\_\_\_\_ Steps \_\_\_\_\_ Diesel \_\_\_\_\_ Gas \_\_\_\_\_

Condition \_\_\_\_\_

Value Retail \_\_\_\_\_

Insurance Company \_\_\_\_\_

Financed by \_\_\_\_\_ Loan # \_\_\_\_\_

A copy of the Registration, Your driver's License and a copy of any Extended Warranty must be on file with the agent.

This condition of the motorhome or travel trailer in this agreement is appearance only. The Motor Home or travel trailer will be checked out at our shop for all working systems and safety features. Owner will receive a copy of the report after RV has been inspected.

See attached condition report of RV upon delivery to Agent. Date \_\_\_\_\_

### **RENTAL RATES**

Agent shall collect rental payments from customers as per agent's current published website rental rate on **their official web site [www.southernmichigancamperrental.com](http://www.southernmichigancamperrental.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. Owner further agrees that in the event that any commissions or discounts are paid to other agents, including but not limited to travel agents, airlines or credit card companies the amount paid will be shared per compensation section of this agreement.

### **AGENT'S RESPONSIBILITY**

To qualify rental customer using MBA Insurance Company's format and guidelines.

Collecting credit card and employment information from renters.

Verifying possession of a valid driver's license with the DMV.

Providing instructions of vehicle operation and safety prior to departure.

Prior to departure, collecting damage and security deposits including all costs of the rental in advance.

Prior to rental, receive a waiver/endorsement from the renter's insurance company. (If the renter's Insurance company program allows for such waiver/endorsement). If not, the renter will buy the proper insurance from the Agent's Insurance Company, which at this time is MBA Insurance. Southern Michigan Camper Rentals, LLC does sell insurance.

The insurance needed must be full commercial rental insurance.

To inspect vehicle for damage at each check out and check in (return of Motor Home or travel trailer Rented) and charge accordingly for any damage of interior or exterior not covered by insurance.

During agent's custody of the rented vehicle, 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 account. Invoice for repair and maintenance will be provided with owner's account. Owner also authorizes agent to authorize emergency road repairs for renter, and agent agrees to use reasonable discretion in authorizing such repairs. Wear and tear is expected on any rental unit and normal interior and exterior wear and tear is the sole responsibility of the owner. In the event of burns in the upholstery agent will only be responsible for the repair of the damaged area. Agent will collect funds from renter on any damage to the interior or exterior of the vehicle. Agent will withhold any and all funds held by the Agent if the renter does any damage to the Motor Home or travel trailer. These funds will be used to repair the Motor Home or travel trailer.

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.

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 customers reservations. Agent agrees not to charge Owner any fees for storage as long as the Motor Home or travel trailer is

stored at the Agents facility, which is 17575 US 223, Cement City, MI 49233. If the owner elects to use his RV during the term of this agreement, he may as long as a notice is given. Owner is responsible for replacing fuel, propane, dumping tanks & cleaning. If in the event that owner desires not to rent out the RV anymore, owner agrees to send the Agent notification 30 days prior to the expiration of this agreement.

### **OWNERS RESPONSIBILITY**

The Owner knows and accepts that the income for this RV or travel trailer is based on a 1-year rental program. There will be times the RV or travel trailer will not be rented for a period of time and there will be times the RV or travel trailer will be rented continuously. Most rentals will be summertime, Holidays, Football Games, Car Races, & other special events.

Owner authorizes agent to add the above-described vehicle to Agent's Master Insurance Policy For Commercial Rental Coverage. This policy names the Agent as insured party and the Owner as additional insured. You will receive proof of insurance from our insurance company.

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. The actual Master Policy is available for owner's inspection at Agent's premises. 100% Policy premium will be charged to Owner's account and will be deducted on the following months commission check.

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, owner will be responsible for the deductible amount as set forth in the above described insurance policy. Agent will be paying the Owners rental Insurance each month in advance and billing the Owner for the cost of the insurance paid to MBA Insurance Co. If there is any balance due Agent at the end of each month, the balance will be carried over to the following month so the Owner will not have to pay any out of pocket expenses for Insurance payments. Insurance charges will be reimbursed from Owners commissions.

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 motor home. 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 schedule rentals.

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

**AGENT'S COMPENATION** Agent shall receive 50 % of the gross rental collections from the customer including rental time, extra generator hours and extra mileage charges. Owner further agrees that agent may charge the rental customer with prepaid cleaning, housekeeping kits, or other such incidental items and agent shall be entitled to 100% of such revenue.

**OWNERS COMPENSATION**

Owner shall receive 50% of the gross rental including time. extra miles and extra generator hours charged to customer and collected from the customer, less any maintenance, repair, insurance, or other incidental items charged to the owner's account. A detailed statement along with any compensation due owner will be mailed about the 15th day of each month starting with the prior month's activity. In the event that there is a negative balance in Owners account, Owner does not have to pay Agent for these charges at that time. Agent agrees to wait until the RV rents to a customer to deduct charges owed to them.

**CANCELLATION**

Owner must notify 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 Insurance and maintenance costs. If Owner decides to pick up the RV then said sum is payable upon the Owner picking up there RV.

Owners, having read and understood the terms and conditions on pages 1,2,3,4, 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 arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Jackson County, State of Michigan.

Owners and Agent agrees that if any terms or 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.

\_\_\_\_\_  
SOUTHERN MICHIGAN CAMPER RENTALS, LLC

\_\_\_\_\_  
OWNER

By \_\_\_\_\_

\_\_\_\_\_  
CO OWNER

Date \_\_\_\_\_

\_\_\_\_\_  
SOCIAL SECURITY # (FOR 1099)

This RV or travel trailer went into service with Southern Michigan Camper Rentals, LLC on

\_\_\_\_\_ Prior Damage to Vehicle exterior \_\_\_\_\_

\_\_\_\_\_

Prior Damage to Vehicle Interior \_\_\_\_\_

\_\_\_\_\_