

**RV MANAGEMENT AGREEMENT**  
(Renewable One-Year Term)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Square W Recreations, LLC, d/b/a Suncoast RV Rentals & Management (hereinafter "Suncoast"), having its principle place of business at 5802A East Fowler Ave, Unit 121, Temple Terrace, Florida 33617; Email address: [rvmanagement@flarvrental.com](mailto:rvmanagement@flarvrental.com) and \_\_\_\_\_ (Unit Owner), Tax Identification Number/Social Security Number \_\_\_\_\_, having its principle place of business or residence at \_\_\_\_\_; telephone numbers \_\_\_\_\_ (home) \_\_\_\_\_ (office) \_\_\_\_\_ (cell); \_\_\_\_\_ (facsimile); E-mail address \_\_\_\_\_.

Suncoast is in the business of managing privately owned recreational vehicles for rental income on behalf of the vehicle owners. Suncoast seeks to match the needs of rental customers, whether they are looking for a comfortable recreational vehicle for vacation travel or well-appointed motor coaches to use as on-site sales offices at a development, to units it manages. Suncoast has established and maintains a website for advertising its services to potential users and to facilitate the acceptance of reservations of units in its rental fleet. Suncoast has established contacts and referral networks within the travel industry (airlines, tour operators, and travel agents) and other industries (developers, trade show operators) that might be interested in the rental of units.

Unit Owner contracts with Suncoast because he/she/it is seeking to realize some income from an asset in which a significant investment has been made. Unit Owner recognizes that there is no guarantee of any particular 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. Unit Owner further acknowledges that Suncoast 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 Unit Owner as part of this Agreement and has advised Unit Owner to consult with their personal tax advisor as to the tax treatment of any income and/or expenses related to the rental of their recreational vehicle or motor coach.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows.

1. RECITALS: The foregoing recitals are true and correct, are contractual, and are hereby incorporated by reference.

2. TERM OF AGREEMENT: The initial term of this Agreement is one (1) year. During this first (1st) year the Agreement is non-cancelable. The Agreement will automatically renew on the anniversary date for an additional one (1) year term, unless canceled by either party by giving written notice to the other at least ninety (90), but no more than one hundred twenty (120) days, prior to the end of the term. All notices are to be given at the addresses set forth below.

3. UNIT: The recreational vehicle or motor coach that is the subject of this Agreement (hereinafter the "Unit") is described as follows:

Year \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Class: \_\_\_\_\_ Length: \_\_\_\_\_ VIN \_\_\_\_\_

License No. \_\_\_\_\_ Beginning Mileage \_\_\_\_\_

Beginning Generator Hours \_\_\_\_\_. The Unit includes the entire recreational vehicle or motor coach, including but not limited to, the chassis, coach body, engine, electrical system, transmission, generator, interior trim, accessories, additions, and modifications.

4. UNIT OWNER'S REPRESENTATIONS AND WARRANTIES: Unit Owner hereby represents and warrants to Suncoast that it is the registered, lawful owner of the above-described Unit. Unit Owner will deliver the new license plates (or annual stickers) and registration certificates to Suncoast **not less than thirty (30) days prior to the expiration date** of the current year's license plate. Failure to timely deliver license plates, renewal stickers and registration certificates will prevent Suncoast from renting the Unit. And if there is a confirmed rental for the Unit that must be canceled due to Unit Owner's failure to timely deliver new license plates, renewal stickers and registration certificate, Unit Owner will be billed for the lost rental commission.

Unit Owner further represents and warrants to Suncoast that by entering into this Agreement Unit 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 Unit or insurance carriers providing insurance coverage for the Unit, regarding, among other things, the reason for the purchase of the Unit or its intended use. Unit Owner further agrees to indemnify and hold Suncoast harmless of and from all claims and causes of action that might be asserted by any such third party. Unit Owner agrees to timely pay all debt secured by the Unit, so as to insure the uninterrupted use and access to the Unit by Suncoast and its customers.

Unit 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 it illegal to operate on the roads of the forty-eight (48) contiguous states. Unit 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) prior to this Agreement have been done in a professional and workmanlike manner. Unit Owner agrees to hold Suncoast harmless of and from any damages or claims, foreseeable or otherwise, caused by such modifications, accessories, and/or additions.

5. UNIT RENTAL: Suncoast shall establish the rates, schedules, descriptions and availability for the Unit, in its sole discretion. Suncoast shall advertise those rates, schedules, descriptions and availability on its website, to its industry contacts and referral networks and to

those media outlets it utilizes in its discretion. Suncoast will use various marketing tools such as discounts or free tools to stimulate interest in the Unit or to make it competitive.

Suncoast will charge and collect from rental customers specified reservation deposits, rental fees, charges for housekeeping kits, mileage at then prevailing rates, and charges for unusual wear/damage. Suncoast will keep a strict accounting of all fees, charges and income received from each rental customer and provide that accounting to Unit Owner when it provides its regularly scheduled accountings and commission payments.

At the inception of the rental, before the customer leaves the Suncoast lot, a Suncoast representative will meet with the customer. The Suncoast representative will conduct an orientation regarding the Unit, which includes operational guidelines and a pre-departure inspection. The customer will complete and sign a check out form that notes the status/condition of the Unit, including any deficiencies, at this time. When the customer returns the Unit, the customer will meet a Suncoast representative who will inspect the Unit and note any deficiencies/damage.

The rental contract for the Unit shall be between Suncoast and its customer. The Unit Owner is NOT a party to the rental contract. Suncoast will maintain true and accurate copies of all rental contracts for the Unit. However, because Suncoast must insure the customers' right of quiet enjoyment of the Unit, the Unit Owner will not be provided a copy of the rental contract.

6. UNIT MAINTENANCE AND STORAGE: It is critical that the Unit be delivered to the Suncoast rental fleet in good working order and road-worthy. So that the status of the Unit can be verified, and for the protection of the Unit Owner, an inspection is required when the Unit is assigned to the fleet. This is required even when the Unit has recently been purchased and the Unit Owner has just taken delivery from the manufacturer and/or the dealer. (This is required even for units that may have been purchased through Suncoast's relationships with various manufacturers and dealers of recreational vehicles and motor coaches.) The inspection is done to determine the road worthiness of the Unit, and any modifications the Unit Owner may have ordered or may have made or had performed subsequent to delivery of the Unit. As the Unit Owner the results of the inspection report will be provided to you. If repairs are required they MUST be completed at owner's expense to Suncoast's satisfaction prior to entering the Unit in the fleet and scheduling the first rental of the Unit. At the Unit Owner's option, Suncoast can arrange to have the repairs performed, for which the Unit Owner will be billed, or the Unit Owner may have them performed at the service facility of your choice. At the time Unit Owner delivers the Unit to Suncoast for inclusion in the rental fleet, the Unit must be clean, the fuel and propane tanks must be full, and the waste tanks empty. Suncoast will not be responsible for any of the Unit Owner's personal items left in the Unit.

Upon entry into the fleet, the Unit Owner will provide Suncoast all manuals, warranties and other documentation regarding the Unit and all accessories. Suncoast, with the aid of contracted providers, will see to it that the unit is kept in good repair and road worthy. Suncoast, on behalf of the Unit Owner, will schedule and have performed all regular/preventative maintenance. This will be performed off-site, at a skilled facility. Unit Owner will be billed for the cost of the regular/preventative maintenance and any other repairs necessary to keep the unit in acceptable and rentable condition. Suncoast will notify Unit owner and seek approval for repairs deemed beyond regular/preventive maintenance. At Suncoast's discretion, the cost of these repairs may be billed directly to Unit Owner; or Suncoast may pay the cost of the repair, in which case the Unit Owner will be required to reimburse Suncoast. Once the Unit becomes part

of the fleet Suncoast will provide, on-site, minor routine maintenance, cleaning and servicing for the Unit. This service includes, for example, cleaning the Unit, regular/preventive inspection of generator, checking the oil, inspection of the muffler, checking overall condition, checking/maintaining all fluid levels, checking running lights, checking/replacing fuses, checking/replacing interior lights, visual inspection of tires, and checking appliances. Suncoast will assess the Unit Owner a monthly Service Fee for the on-site routine maintenance, cleaning and servicing of the Unit. However, the Service Fee is only actually charged to the Unit Owner if the Unit is rented during the month, at which time it is deducted from the Unit Owner's portion of the Commission. The Service Fee will not exceed ten percent (10.0%) of Unit Owner's rental income for the Unit. If the Unit is not rented during the month, Service Fee is not charged and does not accrue.

Suncoast will store the Unit at its central storage locations. Storage locations are fenced and secured, but covered parking is not always available. Storage Fees are charged on a monthly basis. If the Unit is rented, the Storage Fees are paid by Suncoast. If the Unit is not rented, Storage Fees plus any applicable sales taxes are payable by the Unit Owner and are due upon receipt of a statement therefore.

Niether Suncoast nor storage facility where vehicles are stored shall be liable for losses caused by fire, theft or other damage and vehicle owner agrees to hold Suncoast and storage facility harmless for injuries or damages that may occur at those sites. Unit Owner is to provide insurance for these and all risks.

7. **INSURANCE:** The Unit must be continuously covered by insurance during the term of this Agreement. As an accommodation to the Unit Owner, Suncoast provides this coverage through a commercial carrier and bills Unit Owner monthly for the premium. The amount of insurance coverage on the Unit is governed by the value placed on the Unit by the Unit Owner. The premium is determined by the carrier, based upon that value and the carrier's other underwriting criteria. Insurance premium payments are due to Suncoast on the first (1<sup>st</sup>) day of each month. If the Unit Owner fails to pay the insurance premium when due, the insurance will be canceled and the Unit will not be eligible for further rental until Suncoast receives satisfactory proof of adequate insurance on the Unit

The maximum physical damage insurance coverage available through Suncoast's carrier is currently \$150,000.00. If the Unit Owner desires higher coverage limits on the Unit, Unit Owner must obtain it on the insurance market.

In the event of damage to the Unit, Suncoast will notify Unit Owner. Suncoast will coordinate with Unit Owner and the insurance carrier to effect the repair to the Unit.

8. **UNIT INCOME/COMMISSIONS:** Income from rental of the Unit (hereinafter "Commission") does not include fees charged by Suncoast to the customer for credit card fees, cleaning fees, and the housekeeping packages or other peripheral accessories not part of the coach. Commissions are share between Suncoast and Unit Owner on a 50/50 basis subject to deductions from the Unit Owner's portion for Service Fees, Storage Charges, unpaid insurance premiums, and other unpaid obligations of Unit Owner such outstanding repair invoices. If Suncoast is required to collect sales or use tax on the rental of the Unit, it will be calculated and paid first, before determination of the Commission split as sales tax is required to be calculated on the gross amount of the transaction.

For short term rentals, Unit Owner will be paid thirty (30) days after the end of the month in which the rental of the Unit terminated. Suncoast will provide Unit Owner a detailed accounting with the Commission payment that sets forth the term of the rental, the amount of the rental, all deductions, and the calculation of the Commission split.

For long term rentals, Unit Owner may at Suncoast's discretion receive incremental payments during the term of the rental. The incremental payments will be based on funds actually received to date from the customer, and not the value of the full term of the rental. Suncoast will provide the Unit Owner a detailed account with each incremental payment that sets forth the amount received to date, the deductions to date, and the calculation of the Commission split. At the termination of the long term rental, Suncoast will provide Unit Owner a detailed accounting of the entire rental that sets forth the term of the rental, the amount of the rental, all deductions and the calculation of Commission split.

Even though customers may confirm reservations; reservations are not guaranteed and are subject to cancellation due to circumstances that are beyond Suncoast's control. Suncoast is not responsible for rentals that do not occur. Unit Owner is not entitled to any Commission for confirmed reservations that are ultimately canceled.

In the event the Unit fails while on rental and Suncoast is required to replace the Unit with another coach, Unit Owner will not be entitled to any Commission for that rental. Further, Unit Owner will be charged for the expense of transporting a new coach to the customer, any price accommodations that must be made for the customer, and the cost to both transport the Unit to a qualified repair facility and effect the necessary repair.

9. UNIT OWNER'S ACCESS TO UNIT: Unit Owner may have access to the Unit upon making a request therefore that sets forth specific beginning and ending dates, provided the Unit is not subject to a confirmed reservation for all or any portion of the requested period. For record-keeping purposes, Unit Owner will be required to execute a rental agreement at no charge to the owner except as with all rental customers, the Unit is to be return to Suncoast clean, with the fuel and propane tanks full, and waste tank empty otherwise normal charges to bring the Unit to rentable condition will apply.

10. NOTICES: Notices are deemed completed upon deposit in the first class United States Mail, postage prepaid, and addressed as follows:

To Suncoast: Suncoast RV Rentals & Management  
Attn: Wallace F. Williams  
5802A East Fowler Ave, Unit 121  
Temple Terrace, Florida 33617

To Unit Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. TERMINATION: Upon termination of the Agreement by either party, after notice in compliance with Sections 2 and 10 above, the Unit will be returned by Suncoast to the Unit Owner in substantially the same condition it was received into the fleet, less allowance for age

and normal wear and tear. At termination of the Agreement, prior to delivery of the Unit, the Unit Owner must pay to Suncoast (or consent to offset by Suncoast against any Commissions then due to Unit Owner) all outstanding costs including, but not limited to, Service Fees, Storage Charges, insurance premiums, and the loss of any confirmed reservations for the Unit that Suncoast has not been able to transfer to another unit at the same rate.

12. CHOICE OF LAWS, CAPTIONS, JURISDICTION, VENUE, ATTORNEY'S FEES: The interpretation of this Agreement and all provisions hereof shall be governed by the laws of the State of Florida. The captions used in the Agreement are for ease of reference only and do not control the interpretation of the text. Suncoast and Unit Owner agree that in the event of a dispute regarding this Agreement, resolution shall be in a court of competent jurisdiction located in Tampa, Hillsborough County, Florida. In the event of a dispute the presumption that a contract shall be more strongly construed against the drafter shall not apply. In the event of a dispute regarding this Agreement the prevailing party shall be entitled to recover attorney's fees (including those of paralegals and legal assistants) whether incurred prior to, during or after trial, on appeal, in bankruptcy, or in alternate dispute resolution proceedings, and costs.

13. SEVERABILITY: In the event that a court of competent jurisdiction finds a provision or provisions of this Agreement to be unenforceable, the balance of this Agreement shall remain in full force and effect as if the unenforceable provision(s) had never been a part hereof.

14. FULL AND COMPLETE AGREEMENT: By signing this Agreement I acknowledge that I have read the foregoing Agreement and that it represents the full, final and complete Agreement between Suncoast and Unit Owner. I further acknowledge that this Agreement supersedes any and all other prior or contemporaneous written or oral agreements between Suncoast and Unit Owner, and that I have received a copy of the fully executed Agreement.

Square W Recreations, LLC  
d/b/a SUNCOAST RV RENTALS  
& MANAGEMENT

UNIT OWNER

By: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_