

VEHICLE OWNER LISTING AGREEMENT

Between Rental Focus LLC and a Vehicle Owner (Individual or Business)

DRAFT TEMPLATE — prepared for Rental Focus LLC for review by a Massachusetts-licensed attorney and the company's insurance broker before use. Bracketed items [] must be completed. Not legal advice.

Agreement date	_____
Owner name (individual or legal business name)	_____
Owner type	☐ Individual ☐ Business (entity type / state: _____)
Address	_____
Email / Phone	_____
EIN or last 4 of SSN (for tax reporting)	_____
Payout account	On file with payment processor

This Vehicle Owner Listing Agreement ("Agreement") is entered into between Rental Focus LLC, a Massachusetts limited liability company with its principal office in Dorchester, Boston, Massachusetts 02124 [insert full street address] ("Rental Focus") and the owner identified above ("Owner").

1. Purpose

Owner wishes to offer one or more vehicles described in Schedule A (each a "Vehicle") for rent to verified individuals and businesses through the Rental Focus Platform, and to use Rental Focus's service marketplace for maintenance and related services. Rental Focus provides listing, booking, screening, contracting, payment processing and support services.

2. Owner Representations

For each Vehicle, Owner represents and warrants, and will keep true throughout this Agreement, that:

- Owner is the registered owner, or is authorized in writing by the registered owner, and holds title or has written permission from any lienholder or lessor to rent the Vehicle to others;
- the Vehicle is validly registered, displays a current inspection sticker as required by M.G.L. c. 90, § 7A (or the equivalent law of its registration state), and complies with all federal and state safety requirements;
- the Vehicle has no open safety recall that has not been remedied. Owner will not make a Vehicle available while it is subject to an unremedied recall, and will remove it immediately upon notice of a recall;
- Owner has disclosed all known defects, accident history, and any tracking devices (GPS, telematics, cameras) installed in the Vehicle;
- Owner has the insurance described in Section 6;
- if the Vehicle has a gross vehicle weight rating of 10,001 lbs or more, Owner has disclosed this, and will cooperate with the federal rental-vehicle documentation requirements that apply to commercial motor vehicles.

3. Listings, Availability and Pricing

- Owner sets daily, weekly and monthly rates, mileage allowance, minimum renter age (not lower than 21), travel limits and house rules, within Platform policies.
- Owner keeps the availability calendar accurate and honors confirmed bookings. Owner may approve or decline booking requests for lawful, non-discriminatory reasons.

- Owner will not offer the Vehicle to Platform renters outside the Platform for 12 months after first contact through the Platform.

4. Fees and Payouts

- **Platform fee:** Rental Focus retains [___]% of the rental subtotal (rental rate × days, before taxes and pass-through charges) for each completed rental. [Optional: tiered protection plans with different fee percentages — see Schedule B.]
- **Payment processing:** included in the platform fee / charged at [___]% [select one].
- **Payout:** the rental subtotal minus the platform fee is paid to Owner by direct deposit within [___] business days after the rental ends, provided no dispute is pending.
- **Pass-through charges** collected from renters (fuel, tolls, citations, cleaning, late return, mileage overage, damage recovery) are remitted to Owner as collected, minus any administrative fee stated in Schedule B.
- **Taxes:** Rental Focus will collect and remit sales tax and government rental surcharges on Platform rentals where it is required to do so as the marketplace facilitator or rental operator. Owner is responsible for its own income taxes. Rental Focus will issue Form 1099-K or 1099-NEC where required.
- **Service marketplace:** maintenance and repair services Owner orders through the Platform are billed as quoted, and Owner authorizes Rental Focus to deduct approved service charges from payouts.

5. Vehicle Condition and Maintenance

- Owner will maintain each Vehicle according to the manufacturer's schedule and keep it clean, safe and roadworthy, with tires, brakes, lights, wipers and fluids in good condition.
- Before each rental, Owner (or Rental Focus on Owner's behalf) will complete the digital Vehicle Condition Report with time-stamped photos; the same is done at return.
- Rental Focus may suspend a listing if a Vehicle fails a safety check, receives repeated condition complaints or is overdue for inspection.

6. Insurance and Protection

Many personal auto policies exclude coverage while a vehicle is rented to others. Before listing, Owner will select one of the following and provide proof:

- (a) **Option A — Owner's commercial or rental-permitted policy:** a policy that expressly permits rental to third parties, with liability limits of at least \$[100,000/300,000/100,000] [confirm with broker] (and never less than Massachusetts compulsory minimums), listing Rental Focus as additional insured where available; or
- (b) **Option B — Platform protection program:** enrollment in the protection program offered through Rental Focus [name insurer/program once placed], with the coverages, deductibles and exclusions described in Schedule B.

Owner will notify its own insurer as required by its policy. Owner understands that Rental Focus is not an insurer and that coverage is governed by the actual policy terms. For business Owners engaged in the trade or business of renting vehicles, the federal Graves Amendment (49 U.S.C. § 30106) may limit vicarious liability based solely on ownership; individual Owners should not assume it applies to them.

7. Damage, Loss and Claims

- Owner must report any new damage, missing items, excess wear, smoking or cleaning issues through the Platform within 24 hours after the rental ends, with photos, and before repairing the Vehicle, unless repairs are needed for safety.
- Rental Focus will manage the claim with the renter, the renter's insurer and/or the protection program, and remit recoveries to Owner. Owner will cooperate, provide repair estimates from a licensed shop and allow inspection.

- Owner's deductible or out-of-pocket responsibility per claim is: \$[_____] (Option B) or as stated in Owner's own policy (Option A).
- Loss of use: recoverable as permitted by the rental agreement and applicable law, documented by the Vehicle's booking calendar.

8. Tolls, Citations and Towing

Owner will forward any toll invoice, parking ticket or traffic citation incurred during a rental to Rental Focus within 30 days of receipt. Rental Focus will identify the renter, transfer responsibility to the renter where the law allows, and collect the charge and administrative fee under the rental agreement.

9. Interstate Travel and Tracking

- Owner chooses whether each Vehicle may leave Massachusetts and any mileage or radius limits; these rules are shown in the listing and in the rental agreement.
- Any GPS or telematics device must be disclosed in the listing and used only for theft recovery, mileage verification, safety and lawful purposes — never to monitor renters' lawful activities in real time without a legitimate reason.
- Commercial motor vehicles (10,001 lbs GVWR or more) rented for interstate commerce must carry the rental agreement and the lessor information required by FMCSA regulations; Rental Focus will provide the compliant Business & Interstate Rental Agreement.

10. Handover and Conduct

Owner will be on time for handovers, provide the keys, registration, insurance card and any required documents in the Vehicle, and treat renters professionally. Owner may not charge renters any amount outside the Platform.

11. Term and Termination

This Agreement begins on the agreement date and continues until terminated. Either party may terminate on 15 days' written notice. Rental Focus may suspend or terminate immediately for safety concerns, fraud, insurance lapse or material breach. Confirmed bookings in progress will be completed or reassigned. Payment obligations and Sections 7, 12, 13 and 14 survive.

12. Indemnity

Owner will indemnify and defend Rental Focus against claims arising from (a) a defect in the Vehicle that Owner knew or should have known about, (b) Owner's breach of this Agreement or violation of law, or (c) Owner's negligence. Rental Focus will indemnify Owner against claims arising from Rental Focus's gross negligence or willful misconduct in operating the Platform.

13. Limitation of Liability

Except for indemnity obligations, gross negligence or willful misconduct, neither party is liable for indirect or consequential damages, and Rental Focus's total liability under this Agreement will not exceed the platform fees it earned from Owner's Vehicles in the 12 months before the claim.

14. Relationship of the Parties

Owner is an independent business or individual, not an employee, partner or agent of Rental Focus. Owner controls whether, when and to whom (through the Platform) its Vehicles are rented.

15. Dispute Resolution and General Terms

Informal resolution. Before filing any claim, the party raising the dispute must send a written notice describing it to the other party (for Rental Focus: legal@rentalfocus.us [confirm address]) and both parties will try in good faith to resolve it within 30 days.

Binding arbitration. Any dispute not resolved informally will be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (for individuals) or Commercial Arbitration Rules (for businesses), before a single arbitrator, seated in Boston, Massachusetts, or by video conference. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this section. Judgment on the award may be entered in any court of competent jurisdiction.

Exceptions. Either party may (a) bring an individual claim in small claims court in Massachusetts; (b) seek injunctive relief in court to protect intellectual property or prevent unauthorized use of a vehicle; and (c) report matters to government agencies, including the Massachusetts Attorney General.

Class action waiver. Claims may be brought only on an individual basis, not as a plaintiff or class member in any purported class, collective or representative proceeding, to the fullest extent permitted by law.

Opt-out. An individual may opt out of this arbitration section by emailing legal@rentalfocus.us within 30 days after first accepting these terms, stating their name and intent to opt out.

Governing law and venue. This agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-laws rules, and by applicable federal law. Subject to the arbitration section, the state and federal courts located in Suffolk County, Massachusetts have exclusive jurisdiction. Nothing in this agreement limits any right a consumer has under Massachusetts General Laws chapter 93A or other non-waivable law.

Entire agreement; order of precedence. This agreement, its schedules and the Platform Terms of Service are the entire agreement on its subject. If they conflict, this agreement controls, then the schedules, then the Terms of Service.

Severability. If any provision is held unenforceable, it will be enforced to the maximum extent permitted and the rest remains in effect.

Electronic signatures. The parties agree to sign and keep this agreement electronically under the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and the Massachusetts Uniform Electronic Transactions Act (M.G.L. c. 110G). Electronic copies are originals.

Notices. Notices must be in writing and sent by email to the address on file, with a copy by mail for notices of breach or termination.

Assignment. Neither party may assign this agreement without the other's written consent, except that Rental Focus may assign it to an affiliate or successor in a merger or sale of its business.

No waiver. A failure to enforce a provision is not a waiver of it.

RENTAL FOCUS LLC

Signature: _____ Date: _____

Printed name: _____ Title: _____

OWNER

Signature: _____ Date: _____

Printed name: _____ Title: _____

**Schedule A — Listed Vehicles**

Year / Make / Model	VIN	Plate / State	Odometer	GVWR	Lienholder (if any)

Schedule B — Fees and Protection Plan

Item	Amount / Terms
Platform fee (% of rental subtotal)	[]%
Protection plan selected	☐ Option A (own policy) ☐ Option B (platform program: _____)
Owner deductible per claim (Option B)	\$[]
Payout timing	[] business days after trip end
Administrative fee on tolls/citations	\$[] per item
Cleaning / smoking fee passed to renter	\$[] / \$[]
Late return fee passed to renter	\$[] per hour, up to one day's rate