

SERVICE PROVIDER PARTNER AGREEMENT

Auto service, parts, cleaning, towing, moving and carrier partners

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	_____
Partner legal name / DBA	_____
Entity type / state / EIN	_____
Business address	_____
Contact (name, email, phone)	_____
Service categories	☐ Maintenance ☐ Tires ☐ Mechanical ☐ Body & paint ☐ Wash/detail ☐ Parts ☐ Towing ☐ Moving ☐ Cargo ☐ Interstate delivery
Licenses / registrations (MA Registered Repair Shop no., DPU no., USDOT no., MC no.)	_____
Service area	_____

This Service Provider Partner Agreement ("Agreement") is 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 business identified above ("Partner").

1. Relationship

Rental Focus operates a Platform through which vehicle owners, renters and businesses ("Customers") request services. Partner is an independent contractor and controls the manner and means of performing services, its staff, tools, hours and pricing within accepted quotes. Nothing in this Agreement creates an employment, partnership, franchise or agency relationship. Partner is not required to accept any job and may serve other customers. Partner's personnel are not employees of Rental Focus, and Partner is solely responsible for their wages, taxes, benefits and workers' compensation.

2. Licenses, Authority and Compliance

Partner represents and will maintain throughout this Agreement all licenses, registrations and authority required for its services, including as applicable:

- Massachusetts Registered Repair Shop registration and compliance with the Massachusetts motor vehicle repair regulations (including written estimates and customer authorization before work, 940 CMR 5.05);
- Massachusetts DPU household goods carrier license for moves within Massachusetts;
- an active USDOT number, FMCSA operating authority (MC number), required federal insurance filings, and compliance with 49 C.F.R. Part 375 (household goods) and the FMCSRs for interstate transportation;
- towing licenses and municipal permits, and compliance with Massachusetts towing rate regulations;
- proper handling and disposal of oil, fluids, tires and batteries under environmental laws;
- Massachusetts and federal employment, wage-and-hour and tax laws.

3. Jobs, Quotes and Performance

- Partner will respond to job requests within [4] business hours and provide written, itemized quotes. No work beyond the accepted quote may be performed without the Customer's written approval through the Platform.
- Partner will perform services in a professional and workmanlike manner, using new OEM or equal-quality parts unless the Customer approves otherwise, and will return replaced parts on request.
- Partner will document work with before/after photos and an itemized invoice uploaded to the Platform.
- Partner warrants workmanship for at least [90 days / 3,000 miles] and passes through all manufacturer parts warranties.
- Moving and cargo partners will provide all documents required by law to the Customer (for interstate household goods moves, including the written estimate, order for service and bill of lading, and the "Your Rights and Responsibilities When You Move" information).

4. Customer Vehicles and Property

While a vehicle or goods are in Partner's care, Partner is responsible for loss or damage as a bailee and will keep them secure. Partner will not use Customer vehicles for any purpose other than the service (road tests limited to [10] miles), and will not remove personal property. Staff who drive or handle Customer vehicles must hold valid licenses and have passed a background and driving-record check [subject to applicable law].

5. Insurance

Coverage	Minimum
Commercial general liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Garage-keepers legal liability (shops, towing)	[\$250,000] or value of vehicles in care
Commercial auto liability (vehicles used in services)	\$1,000,000 combined single limit (and federal minimums where applicable)
Cargo insurance (movers, carriers)	[\$100,000] per load or as required
Workers' compensation	Statutory (M.G.L. c. 152)
Umbrella (movers/carriers, recommended)	[\$1,000,000]

Rental Focus will be named as additional insured on liability policies. Partner will provide certificates before receiving jobs and at each renewal.

6. Fees and Payment

- Customers pay through the Platform. Rental Focus retains a service fee of [__]% of each invoice (excluding taxes and pass-through parts at cost, if agreed) and pays the balance to Partner within [7] business days after the Customer confirms completion or [3] days after completion if the Customer does not respond.
- Partner may not request or accept payment from Platform Customers outside the Platform for jobs originated on the Platform, for 12 months after the first job with that Customer.
- Rental Focus may withhold payment for an invoice under documented dispute until resolved, and may offset approved refunds or chargebacks.
- Partner is responsible for collecting and remitting any sales tax on parts it sells, unless Rental Focus is required to collect it as marketplace facilitator, and for its own income taxes. Rental Focus will issue Form 1099 where required.

7. Customer Data and Confidentiality

Partner will use Customer information only to perform the job, keep it confidential and secure, and comply with Massachusetts data security regulations (201 CMR 17.00) where it handles personal information. Partner will not market to Platform Customers using information obtained through the Platform without their consent.

8. Standards, Ratings and Removal

Customers may rate Partner. Rental Focus may suspend or remove Partner for license or insurance lapse, safety violations, fraud, overcharging, discrimination, repeated complaints or ratings below [4.0] over [10] jobs, after notice and an opportunity to respond except in urgent cases.

9. Indemnity

Partner will defend, indemnify and hold harmless Rental Focus and its Customers from claims, damages, fines and costs (including reasonable attorneys' fees) arising from Partner's services, personnel, negligence, breach of this Agreement or violation of law, including misclassification or wage claims by Partner's personnel.

10. Limitation of Liability

Except for indemnity obligations and 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 service fees it retained from Partner's jobs in the 6 months before the claim.

11. Term and Termination

This Agreement continues until terminated by either party on 15 days' written notice, or immediately for material breach, license or insurance lapse, or conduct endangering safety. Jobs in progress will be completed or transferred, and warranty, indemnity, confidentiality and payment provisions survive.

12. 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: _____

PARTNER

Signature: _____ Date: _____

Printed name: _____ Title: _____