

GearHub LLC Limited Partnership Agreement

THIS PARTNERSHIP AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between GearHub LLC, a limited liability company organized under the laws of the State of _____ (the "Company"), and the undersigned investor (the "Investor"). Collectively, the Company and the Investor may be referred to as the "Parties."

WHEREAS, the Parties wish to establish a partnership for the purpose of jointly owning and renting vehicles through the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to outline the terms under which the Investor will jointly own and/or manage rental vehicles with GearHub LLC.

2. Fleet Management Options

The Investor shall select one of the following management options for the fleet:

Option 1: Full Management (30% Management Fee)

- GearHub LLC will manage all aspects of the fleet, including but not limited to:
 - Client communications
 - Vehicle preparation
 - Delivery and retrieval
 - Cleaning
- A management fee of 30% of the rental income will be charged to the Investor for this full-service management.

Initial: _____

Option 2: Partial Management (10% Management Fee)

- GearHub LLC will manage all client communications, pricing strategy, and bookings, while the Investor will be responsible for:
 - Vehicle storage
 - Preparation, delivery, and cleaning
- A management fee of 10% of the rental income will be charged to the Investor for this partial management service.

Initial: _____

Option 3: GearHub Hosted (5% Management Fee)

- Responsibilities will be split between GearHub LLC and the Investor, with both Parties tracking time spent and any associated costs involved with the vehicle.
- GearHub will be responsible month-end payment processing including any fees associated.
- Vehicle will have access to Turo's preferred commercial insurance policy.
- A management fee of 5% of the rental income will be charged to the Investor; however, both Parties agree to maintain clear records of their respective contributions and expenses.
- All customer experience, reviews, communication, and availability subject to GearHub review at anytime and at will can be removed from the host platform with 30-day notice.

Initial: _____

3. Access to Rental Platform

Regardless of the selected management option, the Investor shall maintain access to the rental platform to view:

- Performance metrics
- Live booking details
- Any other relevant information regarding the vehicle and rental operations.

4. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, liabilities, and expenses arising out of or in connection with their respective actions or omissions under this Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

6. Amendment and Termination

This Agreement may only be amended or modified in writing, signed by both Parties. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party, subject to the completion of outstanding obligations.

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. This agreement is limited to the specific vehicle(s) jointly purchased and owned. This agreement does not relinquish any ownership of GearHub LLC.

IN WITNESS WHEREOF, the Parties have executed this Partnership Agreement as of the date first above written.

GearHub LLC
By: _____
Name: _____
Title: _____

Investor
By: _____
Name: _____