

**Hightened Path RV Rentals**

4419 Centennial Blvd. #313

Colorado Springs, CO 80907

Direct: 719.425.8730

[www.hightenedpath.com](http://www.hightenedpath.com)

**RV / Motorhome Rental Vehicle Management Agreement**

This agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Agent), and will expire on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. A one-year term.

**Purpose of Agreement**

This agreement is made between the Agent, \_\_\_\_\_ and the Owner of the Recreational Vehicle described below. Agent agrees to operate, 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 \_\_\_\_\_ to act as his or her agent as specifically set forth in this agreement.

**Description of Vehicle**

Legal Owner Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Drivers License#: \_\_\_\_\_ State: \_\_\_\_\_ Expires: \_\_\_\_\_  
Email Address: \_\_\_\_\_ DOB: \_\_\_\_\_  
Cell#: \_\_\_\_\_ Home#: \_\_\_\_\_  
Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
License plate#: \_\_\_\_\_ State: \_\_\_\_\_ Expires: \_\_\_\_\_  
VIN: \_\_\_\_\_ Class: \_\_\_\_\_  
Mileage: \_\_\_\_\_ GVWR: \_\_\_\_\_  
Generator Hours: \_\_\_\_\_ RV Length: \_\_\_\_\_ Tires Year: \_\_\_\_\_  
Slides: \_\_\_\_\_ Awnings: \_\_\_\_\_ Steps: \_\_\_\_\_ Diesel/Gas: \_\_\_\_\_  
Condition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Loan Info**

Loan Amount: \_\_\_\_\_ NADA Value: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Financed By: \_\_\_\_\_  
Loan #: \_\_\_\_\_

**Direct Deposit Info:**

Type: Personal\_\_ Business\_\_ Checking\_\_ Savings\_\_  
Bank: \_\_\_\_\_ Account: \_\_\_\_\_ Routing: \_\_\_\_\_  
Social Security # (for 1099): \_\_\_\_\_

## **Rental Rates**

Agent shall collect rental payments from customers as per Agent's current published website rental rates on their official website, [www.hightenedpath.com](http://www.hightenedpath.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 is 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 and Diversified 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 programs 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 and Outdoorsy. Agent does not sell insurance. The insurance needed must be full commercial rental insurance.

To inspect vehicle for damage at each check out and check in 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. Ordinary wear is expected on any rental unit and normal interior and exterior wear is the sole responsibility of the Owner. In the event of burns in the upholstery Agent will only be responsible for the repair to the damaged area. Agent will collect funds from renter on any damage to the interior or exterior of the vehicle, caused by the renter. Agent will withhold any and all funds held by the Agent if the renter does any damage to the recreational vehicle. These funds will be used to repair the recreational vehicle.

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. In such a case, the money due to the owner will be deducted unless there was fault of the Agent not having the RV prepared. Agent agrees to have vehicle ready and available for Owner's use, without payment of rental fee, upon Owner's advance written request, provided such request does not conflict with previous customer reservations.

Owner agrees not to charge Agent any fees for storage as long as the recreational vehicle is stored at secure storage facility agreed on by both parties. Agent must have keys and access to the vehicle 24 hours a day. If the Owner elects to use his RV during the term of this agreement, the Owner is responsible for replacing fuel, propane, dumping tanks and cleaning the interior and exterior upon return of use.

If in the event that the owner desires not to renew this agreement, owner agrees to send the Agent notification 30 days prior to the expiration of this agreement. If Agent receives no notice from Owner to not renew this agreement, this agreement will renew automatically for another 12 months.

### **Owner's Responsibility**

The Owner knows and accepts that the income for this RV is based on a one-year rental program. There will be times the RV will not be rented for a period of time and there will be times the RV will be rented continuously. Most rentals will be summertime, holidays, NASCAR events, football games, and other events throughout the year.

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. Policy premium will be charged to Owner's account. 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 insurance policy.

Agent will be paying the Owner's rental insurance each month in advance and billing the Owner for the cost of the insurance paid to MBA Insurance or Outdoorsy. 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 Owner's commissions.

Owner agrees to allow Agent to maintain vehicle in a constantly attractive, serviceable, and safe condition.

Owner authorizes Agent at its sole discretion, 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 RV (estimate \$25 per hour). 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 license tags on vehicle at all times, purchasing them in advance if necessary to correlate with scheduled rentals, or will provide Agent with license renewal forms, and does hereby authorize Agent to purchase tags.

Owner agrees to keep his or her own insurance in force during the term of this agreement. Owner agrees to pay the cost of commercial rental insurance while the vehicle is on rental. Any cost for emission testing, licensing or other reasonable and necessary costs incurred on Owner's behalf shall be reimbursed to Agent. In addition, Agent may assess a charge for its time reasonably incurred for performing any emission testing or licensing of the vehicle.

Owner agrees to book no rentals privately during the period of this agreement, but to refer all prospects to Agent. Insurance Deposit Agent agrees to pay to the insurance company the required deposit to obtain commercial rental insurance on Owner's vehicle. The insurance company will retain this deposit until the RV is removed from service with Hightened Path RV Rentals. When the deposit is released back to the Agent, the Agent will retain the full amount of the deposit.

### **Compensation**

Agent shall receive 50% of the gross rental collections from the customer including rental time, generator hours, and mileage charges, after commissions paid to travel agents, finder fees or other referral sources. Owner further agrees that Agent may charge the rental customer with prepaid cleaning, housekeeping kits, delivery fees, or other such incidental items and Agent shall be entitled to 100% of such revenue.

Owner receives 50% of gross nightly rental rate, generator, and mileage (if applicable, see maintenance and repairs), after commissions paid to travel agents, finder fees or others referral sources, 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 emailed around the 5th day of each month starting with the prior month's activity. In the event that there is a negative balance in Owner's 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.

### **Maintenance and Repairs**

We take great care of each and every coach and do our very best to keep them this way. The biggest reason why we do the initial 30 point inspection is to find out what problems the RV has. Unfortunately, they don't always show up in the initial inspection; they show up during rentals.

Every time an RV comes back we discuss a list of issues that may have come up during the rental. If we can fix it there and then, we will. If we cannot fix it and it is detrimental to the next rental, we will get a tech over as soon as possible to fix it and contact the customer. If it is not detrimental to the rental, we will have it scheduled to be repaired and completed as soon as we have an opening during regular rentals. If major work needs to be done, such as body work or aesthetics, these will be scheduled at the end of the rental season (usually September or October) so it's done well and not rushed.

If something is necessary for a rental (example a fridge or water pump) and is not in working order we let the customer know ahead of time. At this point they are welcome to cancel and get a full refund (which rarely happens), if not we will discount the rental for them which comes out of the nightly split between the agent and the owner.

Hightened Path RV offers two different options for maintenance; you choose your plan and we carry this out.

### Basic Plan

Hightened Path RV will provide for Oil change, Brakes, Fuel Filter, Generator Maintenance and basic interior maintenance such as screws, nails trim, etc.

Winterization is covered by the owner.

All other maintenance will be paid for by the Owner.

Hightened Path receives 100% of the extra mile charges, towing and generator fees.

### Owner Plan

Owner is responsible for 100% of the maintenance including basic interior maintenance.

Owner receives 100% of the extra mile charges, towing and generator fees.

### 36 Point RV Inspection

Hightened Path RV Agrees to do the inspection at no cost to the owner. But should the owner cancel the agreement from this contract or changes their mind about renting the RV (within six months of the inspection), the owner agrees to pay for the inspection. Inspections can cost between \$150-\$300 depending on the make and model.

### Minimum amount to Repair

The owner chooses the dollar amount to be informed and consented for the repairs to be made. Anything over \$\_\_\_\_, the owner will be notified and repairs will be delayed until owner approves. Anything under this amount the repairs will be done immediately and the owner will be notified in the end of month statement.

Owner chooses \_\_\_ Basic Plan \_\_\_ Owner Plan

### **Pet Policy**

Hightened Path RV allows pets inside of the RV. We do have rules for pets that the renter is required to sign. After a pet has been inside the RV, the carpets and upholstery is professionally steam cleaned. As the owner it is your preference to allow pets, please 'check' the box.

YES \_\_\_ NO \_\_\_

### **Insurance and Storage**

Owner agrees to pay \$\_\_\_\_ of storage costs; the gate code will be issued to the Owner.

Owner agrees to pay 50% of insurance through MBA Insurance and Outdoorsy. Owner will have a copy of the insurance card and certificate.

### **Advertising**

Hightened Path RV uses a bumper sticker and window insert to advertise the RV during rentals. You may request a copy to preview to decide whether or not to allow these on your RV. As the owner it is your preference to allow the advertising, please check the box.

YES \_\_\_ NO \_\_\_

### **Owner Usage**

You will receive your RV just like a renter, cleaned, prepped and ready for use. When you use your RV you must bring it back clean and ready to go. This includes pressure washing the outside, cleaning the inside, dumping the tanks, filling the fresh water, filling the fuel and filling the propane. If you bring your pet with you, you MUST steam clean the carpets; no exception. If these duties are not performed these are the fees that will be assessed.

\$200	Steam Clean
\$50 - \$100	Pressure Wash (Depends on type of vehicle)
\$35/hr	Inside Cleaning
\$25	Dump tanks
\$20+	Propane fill   Fuel fill

### **Winter Months**

During the winter, the RV's located in Colorado are moved to Arizona to continue renting. If you would like to have your RV rented throughout the winter, you will be covering 50% of the costs to move the RV to the Arizona location. You will be notified when this takes place and where the RV is to be stored. On average it costs \$600 one way to deliver an RV to Arizona. You can decide on this at anytime as you are not required to have the RV transported between Arizona and Colorado. This is completely optional.

### **Cancellation**

This agreement is good for one full year from the date initiated above.

Owner must notify Agent 30 days prior to the expiration of this agreement. Notification must be made in writing to Hightened Path RV Rentals. In the event the Owner does not notify Agent of non-renewal, this contract and agreement will automatically be extended for one year. In the case of termination owner must pay to the Agent any and all outstanding funds owed to Agent including: insurance storage, repairs, and maintenance costs and a \$300 fee unless by an act of God. If Owner decides to cancel then said sum is payable upon the Owner picking up the RV or else you will receive a debt collections letter.

Either party may early terminate contract with a 30 day notification in writing. Any future rentals past 30 days must be honored by RV owner unless Agent can re-book reservation into another RV of equal or greater value to the RV Renter.

### **Conclusion**

Owners, having read and understood the terms and conditions in 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 \_\_\_\_\_.

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.

A copy of the Registration, Owner's driver's license and a copy of any Extended Warranty must be on file with the Agent. This condition described is appearance only. The RV will be checked out for all working systems and safety features. Owner will receive a copy of the report after the RV has been inspected. See attached condition report of RV upon delivery to Agent.

Prior damage to vehicle exterior:

Prior damage to vehicle interior:

**Hightened Path RV Rentals**

Agent inspecting the unit: \_\_\_\_\_

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

Co-Owner: \_\_\_\_\_ Date: \_\_\_\_\_

This RV went into service with Hightened Path RV Rentals on:

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

