

# Rental Agreement

- 1) RV Owner has employed Hightened Path RV, LLC., in its dealings with Lessee (Renter) in the negotiation of and in respect to the performance of this rental arrangement. Hightened Path RV, LLC is hereby authorized on behalf of Owner to perform acts necessary and proper to represent Owner in its dealings with Renter, including the collection and remittance of rental fees on Owner's behalf, the issuance of receipts for monies received on behalf of Owner, and the forwarding of Renter information to the owner.
- 2) The acceptance by Renter of these general booking terms and conditions and the verified payment of rental fees will allow Hightened Path RV, LLC., to immediately provide Renter with the proper rental agreement to be executed by and between the Renter and Owner. (Examples of a typical Rental Agreement for your state may be viewed on this website) This rental agreement will vary depending on which state the RV is rented from and specific details regarding insurance coverage shall be handled directly with Owner through the proper rental agreement for each specific state.
- 3) The acceptance by Renter of the delivery of the motor home rented shall constitute his acknowledgment and admission that he has carefully examined it and all additional equipment and has received the same in good condition. Renter agrees to examine the motor home at reasonable periodic intervals, including tires, and to maintain it in substantially the same condition in which it was delivered. The rental of the motor home includes all of the additional equipment, utensils and furnishings which shall be set forth and listed on an addenda to be executed by the parties hereto prior to departure and shall be without additional charge unless otherwise expressly provided for in the addenda.
- 4) Renter agrees to pay to Owner a security deposit in the amount set, prior to the departure date as stated in the rental agreement. Deposit (less the deduction of any charges authorized hereby, which amounts Owner is authorized to retain) shall be refunded to Renter, provided Renter is not in default of the terms, covenants and conditions of the rental agreement.
- 5) In the event the number of miles/kilometers traveled by the motor home during the time the Renter has possession exceeds the estimated mileage/kilometers, then the Renter agrees to pay, upon the return of the motor home, a mileage/kilometers charge equal to that excess and Owner is hereby authorized to retain out of the Renter's deposit the charge per mile/kilometer for excess mileage/kilometers traveled.
- 6) Renter shall pay to Owner the following: (a) Mileage/Kilometers charge computed at the rates shown in this agreement (mileage/kilometers to be determined by reading factory installed odometer). This applies to miles/kilometers traveled or estimated in the agreement. (b) Basic service, and other charges when applicable to the rental. (c) Refill of fuel and propane tanks to the same level as when vehicle was accepted. (d) Charges for extraordinary cleaning will be assessed for excessive grime to interior and/or exterior of motor home. (e) Charges if Renter abandons motor home. (f) Charges for repair or replacement of damaged or lost equipment or supplies not otherwise covered in agreement. Applicable sales, use or other excise taxes and amounts charged by Owner s as reimbursed for taxes paid. (g) Owner s cost, including reasonable attorney fees, and/or fees incurred in collecting payment due from Renter under this booking agreement. (h) Fines, penalties, forfeitures, or other expenses, if assessed against Owner under compulsion of law, with respect to use of vehicle while in rental to Renter, unless due to Owner s fault, but this shall not relieve Renter or any other person of direct responsibility to any federal, state or municipal body of his own conduct. Renter agrees that Owners may apply the advance charges or the security deposit or any part thereof as a credit to any amount due Owner.

7) Hightened Path RV, LLC rents on behalf of Owner to Renter and Renter rents from Owner the motor home described herein and the additional equipment as stated and subject to the listed terms and conditions of this booking agreement and subsequent rental agreement. This booking agreement shall commence on the completion of the appropriate Owner Rental Agreement and pick-up date/time and shall terminate on the return date/time. The motor home remains subject to the terms and conditions of this agreement until Owner inspects and accepts it. If Renter returns motor home after hours, Renter is still responsible for any damage to the vehicle, until Owner inspects and accepts it the next business day. Any requests for changes in the rental agreement must be in writing, must be approved by Owner, and must be submitted at least twenty-four (24) hours in advance.

8) Renter shall maintain the motor home in strict compliance with the manufacturer's maintenance procedure and in accordance with Owner's instructions, which may be given to Renter. Renter shall pay Owner the value of any equipment, utensils and furnishings, which are lost, stolen, destroyed or damaged during the term of this agreement.

9) If the motor home is not returned on the date specified, to the place specified, or such a place agreed upon between Owner and Renter; Renter shall pay upon Owner's demand, in addition to all other sums payable and all other liabilities incurred, a full day's charge for the motor home for each day or fraction thereof, plus contracted mileage, until the motor home is returned to the specified place.

10) No credit or refund shall be given to the Renter if the motor home is returned prior to the contracted date. In such event Renter shall be liable for all charges as if the motor home was returned on the scheduled date.

11) Renter agrees to keep vehicle and its components serviced and agrees to pay upon demand for loss and expense, repairs, parts, or supplies due to neglect, abuse or misuse of vehicle (including without limitations, lack of proper repairs, and failure to add oil, antifreeze, water, air or other expendables necessary for the proper and safe operation of the vehicle during period of rental). Rates do not include gasoline.

12) Renter shall pay for all fuel and oil, and shall not be entitled to any reimbursement thereof. Owner shall reimburse Renter for necessary repairs to the motor home during the term of this agreement, which are required by any breakdown or damages not caused directly by the misuse, carelessness or negligence of the Renter, provided all such repairs are fully documented with work orders, invoices and receipts. No credit will be given for replacement parts unless they are returned to Owner. Owner shall not be responsible for time loss (except to Owner as provided herein), or any other incidental expenses.

13) Renter agrees to contact Owner, by telephone for motor home repairs in excess of \$100.00 to obtain authorization at an authorized repair center. Such authorization for repairs shall not constitute a waiver of any right to charge Renter for such repairs, if, in the opinion of Owner, such repairs were required because of the misuse, carelessness or negligence of Renter, or Renter's failure to comply with the terms of this booking and subsequent Rental Agreement, or with the maintenance instruction given to Renter. Renter shall not permit any lien to be placed upon the unit.

14) Owner reserves the right to substitute another motor home should the original contracted for become unavailable and supply one that may be different from that ordered or from the vehicle pictured in brochures. We may be able to supply a comparable unit. Rate will be adjusted consistent with the type of vehicle supplied.

15) In the event Owner is unable to make motor home available to Renter for the term of this agreement, all payments made by Renter for this rental shall be refunded, but Owner, and Owner's Agent shall in no event have liability beyond said refund.

16) Reservations made within 10 days require full payment immediately. Renter shall make payment in the form of credit card, cashier's check, or money order. Payments from Renters for the United States must be paid in U.S. funds and for Canada must be paid in Canadian funds. (American Express Travelers Checks and Bank Wires are acceptable). No draft or checks on foreign banks will be honored. All sums of money due under this Booking agreement shall be payable to Hightened Path RV, LLC, at its address.

17) The following list is prohibited uses and may violate the agreement, and could liability coverage. In this event the Renter will be responsible for all damage to the rental vehicle as a result of: (a.) collision with the structure of any underpass or other objects because of insufficient clearance whether height or width. (b.) Using vehicle on any road or other areas that is not hard surfaced and regularly maintained resulting in undercarriage damage, including tires and wheels. (c.) Improperly loading and securing contents, including doorsteps when not properly stowed. (d.) Allowing a greater number of persons to occupy vehicle than originally indicated on the agreement. (e.) Using the vehicle in any race, test or contest. (f.) Operating the vehicle in connection with or during any periods of riots, strikes or civil commotion. (g.) To carry persons or property for hire. (h.) To propel or tow vehicles or other objects without contractual permission. (i.) If vehicle is obtained from Owner or Agent by fraud or misrepresentation. (j.) If the vehicle is driven by any person while under influence of intoxicants or used for any illegal purpose.

18) Hightened Path RV, LLC and Owner SHALL NOT be liable for any damage to property or injury to persons (including death) resulting from the use, operation or possession of the motor home by Renter, Renter assumes liability and shall indemnify and save Hightened Path RV, LLC and Owner harmless from all such liabilities.

19) Renter agrees to report any accident involving the motor home to Owner immediately after its occurrence. In case of an accident, a police report must be submitted to Owner within 48 hours. In addition, Renter agrees to deliver to Owner as soon as possible, every process, pleading or paper of any kind relating to any and all claims, suits and proceedings received by Renter or any driver or passenger of the motor home, and relating to the use of said motor home. None of the drivers or passengers shall in any manner aid or abet any claimant, but shall cooperate fully with Owner in all matters connected with the investigation and defense of any claims or suits.

20) Renter shall be solely responsible for and will hold Owner harmless from any and all fines, forfeitures or penalties arising out of the violation of any law while a motor home is in possession of Renter, and shall reimburse Owner for the loss or confiscation of the motor home.

21) Theft, vandalism, and breakdowns: Renter shall assume responsibility for theft and vandalism of and to the vehicle and other equipment. Renter shall indemnify and hold Owner harmless from all loss resulting there from; and shall assume liability for any and all damage or loss to property transported in said vehicle, including damages or loss caused by fire, water, theft, vandalism, or collision. Renter assumes full responsibility for any additional expenses incurred by reason of a breakdown of vehicle whether or not causing a delay en route. Owner's maximum liability shall be for refund of daily rental rate as a result of breakdown, which requires vehicle to be in repair for more than 12 hours. This liability will not to exceed the period of this Booking Agreement or subsequent Rental Agreement. Microwave, radio, television malfunctions or lost reception on radio or television are not considered a mechanical breakdown.

22) The relationship between the parties to this agreement is that of Hightened Path RV, LLC, AGENT, Owner and Renter. Renter is not and shall not hold themselves to be an agent or employee of Owner, or in any other capacity than Renter. Renter shall have no authority to represent or make any commitment binding upon Owner.

23) Renter shall not assign this rental agreement or subject the motor home rented hereby without prior written consent of Owner.

24) Any waiver by Owner of any terms, conditions or provisions of this booking agreement shall not constitute a continuing waiver nor shall it be a waiver of or consent to any succeeding breach of the same or any other provision hereof.

25) The remedies granted to Owner are cumulative, and are in addition to, and not limitation of, any other remedies available to Owner by law, and Owner, by pursuing any or all of the remedies provided herein or by law, shall not be deemed to have waived any other available remedy.

26) The provisions of this Rental Agreement shall be construed in accordance with the laws of the State, county, or province of the State of Colorado and the provisions of the subsequent Rental Agreement with Owner shall be construed in accordance with the laws of the State, county, or province where the vehicle was rented.

Renter: \_\_\_\_\_

Signature: \_\_\_\_\_

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

RV Representative: \_\_\_\_\_

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

