

Reservation Terms and Conditions

Qualifications: Applicant and all drivers must be at least 25 years old, present a valid drivers license, have a clean driving record, and a major credit card. Insurance requires a credit check of all customers. Assuming they are properly licensed, authorized drivers are: the renter, the renter's spouse, the renter's employer, employee, or coworker if licensed, meets the age requirement, and is on a business trip/activity with the renter, and any licensed driver who is driving to a medical or police facility during an emergency. Additional drivers must be authorized, provide a valid drivers license, and be listed on this Rental Agreement.

Departures and Returns: Applicant must pick up the vehicle unless you have requested delivery. **Departures are 9:00am to 5:00pm by appointment only.** An earlier departure can be requested. **IF** the RV can be available for an early pickup and the schedule permits, an early departure fee may apply. We may accommodate you at our discretion, but last minute changes are not always possible. In order to allow time to pack and familiarize yourself with the RV systems, we recommend picking up the RV the afternoon before the day you plan to depart. Please, **BE ON TIME FOR YOUR DEPARTURE APPOINTMENT**, there is a \$25/ hour fee if you are late. A late arrival can delay your departure up to 2 hours and offsets other renters' schedules for that day. Depending on how much experience you have, allow 1 to 2 hours for the departure paperwork and orientation. We know you are excited and rushed to leave, but a well spent orientation time saves time later when you are trying to figure things out. Feel free to bring any additional adults to go through the orientation process with you. Children can be a distraction; if possible, do not bring them for your orientation. **The RV must be returned by 11:00 am on your scheduled return date.** You are permitted to drop the RV on Sunday even if we are closed. Previous arrangements must be made for Sunday returns in order for a representative to meet you at the drop off location. Strict late fees apply: \$100.00 for the first hour and \$35.00 for each additional hour. Returns after 5:00 pm will be charged for an additional night. **NO REFUNDS FOR EARLY RETURNS OR INCONVENIENCES.**

Deposits and Payments: If your reservation is made more than 10 days prior to departure the first two nights down payment is required to confirm your reservation, the balance is due at the time of pickup or any time prior to your departure. If your reservation is made within 10 days of departure the full amount must be paid at the time your reservation is made. A refundable damage deposit of **\$1500.00** due at departure. Acceptable methods of payment are: cash, cashier's check, Visa, MasterCard, American Express, or Discover; sorry no personal checks will be accepted.

Cancellation Policy: **NO EXCEPTIONS.** You have 48 hours to cancel once you have received your 'Welcome Info' email with this agreement. Afterwards you can receive a refund minus the total reservation deposit. If your deposit is not refunded, you can use this reservation deposit towards a future rental.

Signature: _____ Date: _____

Reservation

FOR YOUR SAFETY!!!

The following information is provided to ensure you are aware of basic requirements for the safe operation of all recreational vehicles. Each of the following points will be addressed during your orientation.

It is **ILLEGAL** to occupy a trailer when it is being towed.

CELL PHONE and other electronics are dangerous and not recommended to be used while driving the RV.

SHUT OFF furnace, water heater, refrigerator, stove, and generator as well as any other open flame object while filling the gasoline, diesel fuel, or propane.

SECURE any loose objects prior to movement of the RV.

LOCK ALL door locks when the RV is in motion.

Before starting the **GENERATOR**, make sure the roof AC is turned off and nothing unusual is plugged into the outlets.

EXHAUST ports for furnace and water heater are **EXTREMELY HOT** when in use. Contacts with these ports will cause burn injury.

EMERGENCY WINDOW EXITS are not to be opened except in an emergency. Open exits present danger of falling. Observe caution and warn all children of danger.

Showers and tubs are **SLIPPERY WHEN WET** and are **NOT** for utilization while RV is in motion.

ROOF TOPS are dangerous at all times and extreme caution must be observed if accessing the roof for any reason. Use caution when using the rear ladder. If an injury or death occurs from climbing on the roof, Hightened Path RV and affiliates are released from all liability.

NEVER attempt to change RV tires. ALWAYS contact a professional tire facility qualified for this operation.

OPEN stairwells and other objects are potential hazards during darkness. Be aware of their location and utilize minimal lighting if available.

AWNING operation can cause finger and hand injury. The awning is **NOT** allowed to be used and a \$200 fee will be incurred if use has been detected.

Renter acknowledges that Owner has no control over the number of passengers you may allow into the RV or the conduct of those occupants while the RV is being operated. You are solely responsible for the passengers on board the RV as well as the conduct of those passengers, and you will confirm that you should never exceed the RV's maximum passenger occupancy.

Failure to follow the above safety information may result in injury or death. Read all information and safety tips. Follow all local, state and national speed laws. Plan your route and know your vehicle limitations. You are responsible for your own safety. HIGHTENED PATH RV is not responsible or liable for your safety.

I have read the above information and have been instructed, and understand the proper and safe operation of all appliances and systems contained within this vehicle.

Safety

Initials: _____

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TOWABLE TRAILER DRIVING RULES

- Should the RV's GVRW exceed the state's minimum brake control rating, your vehicle must have the proper brake controller installed and working in order to properly brake the RV.
- Your vehicle must have the proper towing and tongue weight capacity to tow the rented RV.
- You must have the proper wiring harness installed and working. Majority of towable RVs require a 7 pin blade.
- If you are using your own receiver, it must be the correct ball size for the rented RV. You release us from all liability should your receiver fail.
- If you refuse to use the sway bar assist system, you must maintain proper speeds and avoid swaying or "fish-tailing" at all costs.
- Always make sure the safety chains, emergency brake cable, and wiring harness is properly connected before moving the towable RV.
- When parked, always engage your vehicle parking brake.
- Always place tire chocks in front and behind the RV tires before disconnecting the towable RV from your vehicle.
- Avoid high winds especially cross winds at all costs.
- You must maintain a greater stopping distance than all other vehicles.
- Use extreme caution when backing a towable RV. Always use a spotter and ensure you can see one another in the mirrors. Do not back with an extreme angle in order to avoid "jack knifing" the RV and your vehicle.
- You must make sure you have the proper ground clearance at all times, especially but not limited to, going off road or on any rugged terrain.
- Be watchful and careful around overhangs and tree branches.
- Always make sure you have extra clearance on both driver and passenger sides when making a turn with the towable RV. These swing out very differently than your personal vehicle.

I acknowledge and have read the above information, have no concerns or questions and have been instructed, and understand the proper and safe operation of this rental vehicle.

Initials: _____

Conditions of Return: Get Your Security Deposit Back

The RV must be returned in the same condition as at departure.

If the RV is returned in satisfactory condition, your deposit will be refunded. The deposit will be returned by a company check if paid in cash, or if charged to a credit card it will be credited back. Deposits are returned after inspections are completed and/or within 14 business days. If there is any physical damage, your deposit may take longer.

NON-COLLISION RELATED DAMAGE: You are responsible for all non-collision damage noted before departure. Please inspect the RV carefully, inside and out, be sure any damage is noted on the departure/return form. We highly suggest taking photos of any or all damages you see. A partial list of non-collision damage would include: upholstery or carpet stains, smoking odor, pet odor/hair, cabinetry scrapes or gouges, repairs necessary due to misuse or abuse of interior systems, appliances, or automotive systems.

EXTERIOR DAMAGE: If damage has been done to the RV you will be responsible to pay for all damages. The damage deposit may be used to pay for suitable and necessary repairs. If the damage is greater than the deposit, the money will be used for the deductible for the insurance policy. If exterior damage has been done, you are financial liable until all repairs are completed. This can take up to 6 months to repair depending on when you rented the RV.

INTERIOR: Must be clean, including the bathroom toilet, sink, counter top, tub, and shower area. Kitchen must be clean. All appliances sink, and countertops must be wiped clean; windows, mirrors, and windshield must be clean. Floors must be vacuumed and plastic on floors must be wiped clean. All upholstery has to be clean and vacuumed. Areas under upholstery and mattresses must be cleaned and vacuumed.

EXTERIOR: Must be washed, dry, and be free of bugs. All compartments have to be vacuumed and cleaned out. All compartment door jambs and the inside of the doors must be wiped clean. Utility compartment has to be cleaned, sanitized, and organized. Entrance door jamb must be cleaned. Windows, mirrors, must be clean. This takes our trained team up to two hours to complete.

PRIOR TO RETURNING:

Upon return of the RV, Renter agrees to fill its, propane tanks, empty toilet and flush holding tanks, or pay an amount determined. Remove all personal items and debris from the RV. Renter agrees to pay for all extraordinary charges in excess of the agreed clean-up fees. If your unit needs special cleaning (i.e. carpet shampoo, leather treatment, or excessive cleaning) you will be charged a minimum of \$50.00.

I choose to **return the RV in the same condition** as noted on departure and understand the conditions of return as described in this document. Any cleaning necessary will be billed at \$50.00/hr (prices subject to change).

Initials: _____

I have read the above information and have been instructed, and understand the proper condition and return of this RV.

Return Conditions

Initials: _____

Optional Fees and Charges

NOTICE TO ALL RV RENTERS: All prices listed below are subject to change until your scheduled pickup date.

Interior cleaning - \$50 - \$150 (\$25/hr)
Exterior cleaning - \$50 - \$100
Dump both tanks - \$30
Fill Propane - \$20 - \$50

Initials: _____

Return time: The RV must be emptied, unloaded and returned by 11:00 am on your scheduled return date. Strict late fees apply: **\$100.00 for the first hour and \$35.00** for each additional hour. Returns after 5:00 pm will be charged for an additional night. NO REFUNDS FOR EARLY RETURNS OR INCONVENIENCES.

Initials: _____

Non-Smoking: This RV is a non-smoking unit. A **\$500 fee** will be assessed against your security deposit, if any evidence of smoking is found in the RV.

Initials: _____

Propane: The propane tank must be returned with the same amount of fuel that was noted on the departure/return form. If the tank was full at departure it must be full on return per the gauge reading on the physical propane tank. If propane is needed we charge a **\$35.00 service fee** plus the going rate per gallon.

Initials: _____

Holding Tanks: The holding tanks (grey and black) must be flushed, rinsed, and returned empty as was noted on the departure/return form. If the tank(s) were empty at departure it must be totally empty on return. If the tank(s) are needed to be emptied, we charge a **\$35.00 service fee and \$100 for a towable RV.**

Initials: _____

Awning: The awning is **NOT** allowed to be used and a **\$200 fee** will be incurred if use has been detected. They are very expensive to replace so we do not allow customers to use them even if you have experience.

Initials: _____

Tolls: You are responsible for all toll roads and gates you drive on/through. Because these are not billed to us immediately you will be billed automatically once we have received the bill or after date of discovery. In some cases, this may be six months later.

Initials: _____

Pet policy: There are no pets allowed in the RV unless you have specified before your scheduled pickup date. If you have gotten our approval and paid for, please refer to and sign the "HPRV_Pet Policy" document. A **\$300** fee will be assessed against your security deposit, if any evidence of unauthorized pets is found in the RV.

Initials: _____

Flat tires & Blow outs: You are responsible for tires on the RV. Please inspect RV tires before going on your trip. Drive carefully on the roads you use. In the event of a flat or blowout, you must arrange for towing and roadside assistance as necessary. Tire repair and/or replacement are at your expense unless it can be determined to be a warrantable failure (failed tire must be returned to Hightened Path RV for inspection). If it can be determined that the flat was caused by tire manufacturing then we will reimburse you for the tire only. Any replacement tire must **exactly match** the ones on the RV. If available, we recommend using Discount Tire since we have an account there.

Initials: _____

Amenities: You are responsible for all amenities that were included in the list from the welcome letter. If you are not sure what these are, please request a photo of everything included.

Initials: _____

Rental Equipment: If you decide to rent any additional equipment from any of our offices, you are responsible for proper care and return of the equipment rented. Should the rented equipment return damaged or missing, you will be charged the **full cost** to replace the specific equipment item you rented.

Initials: _____

IMPORTANT!!!

Remember, as soon as you sign the Rental Agreement and take possession of the RV it is your responsibility. You are responsible for anything that happens to the RV. This includes, but is not limited to: tires, glass, vandalism, damage and **acts of nature**.

I have read the above information and have been instructed, and understand the fees associated with this RV.

Other Fees and Charges

Initials: _____

RV RENTAL AGREEMENT TERMS AND CONDITIONS

1. *Definitions.* "Agreement" means all terms and conditions found in this document, any addenda, and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter, any person signing this Agreement, any authorized driver, and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We," "our" or "us" means **Ben Cadenbach**. "Authorized Driver" means you, any additional driver approved by us and listed by us on this Agreement, and any other person defined as an authorized driver by a vehicle rental law of the state of Colorado and Arizona, provided that person has a valid driver's license and is at least 25 years of age. "Vehicle" or "RV" means the recreational vehicle, motor home, or trailer identified in this Agreement and any substitute, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. "Physical Damage" means damage to, or loss of, the Vehicle. "Loss of use" means the amount calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired times the daily rental rate.

2. *Owner Management.* RV Owner has employed Ben Cadenbach, in its dealings with you in the negotiation of and in respect to the performance of this rental arrangement. We are hereby authorized on behalf of Owner to perform acts necessary and proper to represent Owner in its dealings with you, 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 your information to the owner. We rent on behalf of Owner to you and you rent from Owner the RV 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 RV remains subject to the terms and conditions of this agreement until we inspect and accept it. Any requests for changes in the rental agreement must be in writing, must be approved by us, and must be submitted at least twenty-four (24) hours in advance. The relationship between the parties to this agreement is that of Ben Cadenbach, Agent, Owner and Renter. You are not and shall not hold yourselves to be an agent or employee of Owner, or in any other capacity than Renter. You shall have no authority to represent or make any commitment binding upon Owner. You will agree to indemnify and hold the RV Owner harmless against all claims and from all liability arising and resulting in your rental pursuant to this agreement or from the conduct of the company.

3. *Rental, Possession, Indemnity and Warranties.* This Agreement is a contract for the rental of the Vehicle. Reservations made within 10 days require full payment immediately. You shall make payment in the form of credit card, cashier's check, or money order. Payments from you for the United States must be paid in U.S. funds and if rented in Canada must be paid in Canadian funds. (American Express Travelers Checks and Bank Wires can be acceptable with our approval). No draft or checks on foreign banks will be honored. All sums of money due under this Rental agreement shall be payable to Hightened Path RV, LLC, at its address or RV location. We have superior right of possession of the RV and we may repossess the Vehicle at your expense, without notice or prior demand to you, if the Vehicle is abandoned or used in violation of law or this Agreement or if we determine that the RV is at risk of damage or loss. We have full rights to recover the RV from you regardless of the amount of time remaining in your rental agreement. You agree indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees incurred by us resulting from, or arising out of, this rental and your use of the Vehicle. You shall be liable for any and all expenses incurred by us in repossessing the RV or collecting any charges agreed to be paid, including reasonable attorney's fees and court costs. In addition, you shall be liable for all damages suffered by us as a result as of your breach of this booking agreement and subsequent Rental Agreement. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.**

4. *Condition and Return of Vehicle.* You must return the Vehicle to our rental office, or such a place agreed upon between us and you or other location we specify on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle

is returned after closing hours you remain responsible for the safety of, and damage to the Vehicle until we inspect it upon our next opening for business. You shall pay upon our demand, in addition to all other sums payable and all other liabilities incurred, a full day's charge for the RV for each day or fraction thereof, plus contracted mileage, until the RV is returned to the specified place. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels. Some RVs require oil changes over 3000 miles. If you drive the RV over 3000 miles during your rental, you will be requested to have an oil change performed on the RV before your return. You shall maintain the RV in strict compliance with the manufacturer's maintenance procedure and in accordance with Owner's or our instructions, which may be given to you. You agree 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. The acceptance by you of the delivery of the RV rented shall constitute your acknowledgment and admission that you have carefully examined the RV and all additional equipment and has received the same in good condition. You agree to examine the RV at reasonable periodic intervals, including tires, and to maintain it in substantially the same condition in which it was delivered. The rental of the RV 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. You shall pay Owner or us the value of any equipment, utensils and furnishings, which are lost, stolen, destroyed or damaged during the term of this agreement.

5. *Responsibility for Damage or Loss; Reporting to Police.* You are responsible for physical and mechanical damage to the Vehicle, loss of use of the Vehicle while it is being repaired, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim, regardless of whether or not you are at fault, with a maximum **\$1500 for a Class C and \$2000 for a Class A** unless your personal insurance does not cover the entire cost of repairs, you are fully responsible for costs of repairs. The RV may take up to 6 months to get repaired depending on when you rented it. At any point you will be notified and your card will be charged for the amount due. You agree to report all accidents involving the RV or incidents of theft to the police as soon as you discover them. A complete accident report must be filled out at the time of the accident and submitted on return of vehicle. You must report all accidents involving the Vehicle to us within 24 hours of occurrence. The police report must be submitted to us within 48 hours. In addition, you agree to deliver to us as soon as possible, every process, pleading or paper of any kind relating to any and all claims, suits and proceedings received by you or any driver or passenger of the RV, and relating to the use of the RV. None of the drivers or passengers shall in any manner aid or abet any claimant, but shall cooperate fully with us in all matters connected with the investigation and defense of any claims or suits.
6. *Theft, Vandalism, and Breakdowns.* You are responsible for loss due to theft of the Vehicle up to a maximum of **\$1500 for a Class C and \$2000 for a Class A**, unless you fail to exercise ordinary care while in possession of the Vehicle, or unless you committed, or aided in, the theft of the Vehicle, in which case you are liable for the full value of the Vehicle. You shall assume responsibility for vandalism of and to the vehicle and other equipment. You shall indemnify and hold us 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. You assume full responsibility for any additional expenses incurred by reason of a breakdown of vehicle whether or not causing a delay en route. Our 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. You agree to contact us, by telephone, text, or email for RV 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 you for such repairs, if, in the opinion of us, such repairs were required because of the misuse, carelessness or negligence of you, or your failure to comply with the terms of this booking and subsequent Rental Agreement, or with the maintenance instruction given to you. You shall not permit any lien to be placed upon the RV. This liability will not to exceed the period of this Booking Agreement or subsequent Rental Agreement. Microwave, radio, television malfunctions, DVD, antennae or lost reception on radio or television are not considered a

mechanical breakdown and not necessary for the RV rental. Under no circumstance is the RV to be driven outside of the United States or Canada. Crossing into Mexico is strictly prohibited!

7. *Liability Insurance.* You agree to maintain insurance during the term of this rental agreement, by selecting ours, if available under the Rental Agreement, and/or supplying your own and will provide us, yourself, and any other person using or operating the rental vehicle with the following coverage: (a) Bodily injury and property damage liability coverage; (b) Personal injury protection, no-fault, or similar coverage where required; (c) Underinsured coverage where required, and (d) Comprehensive and collision damage coverage extending to the rental vehicle. It is highly recommended that you carry insurance through your personal policy where available. Your insurance should provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the rental occurs. You are responsible for all damage or loss you cause to others. If your personal insurance does not cover the entire cost of physical repairs, you are fully responsible for costs of repairs. You have provided us with an insurance binder indicating that you have vehicle liability, collision, and comprehensive insurance covering you, the Vehicle, and us. Since you have auto liability insurance, we provide no liability insurance. Any breach of any part of this booking agreement and subsequent Rental Agreement may void any insurance coverage.
8. *MBA Choice.* If you did not provide us with an insurance binder, but elect to purchase MBA Choice, the following changes apply to this agreement: (a) "Damage" means any collision or comprehensive loss to, or of, the Vehicle; collision or comprehensive losses do not include damage to the interior of the Vehicle or its appliances. (b) MBA Choice covers damage to the Vehicle. The policy has a per occurrence deductible. (c) Auto liability insurance is part of MBA Choice and provides coverage for bodily injury and property damage with limits no higher than the minimum levels prescribed by the vehicular financial responsibility laws of the state where the damage or loss occurs. MBA Choice covers \$2,000.00 PIP or medical payments, and statutory limits of uninsured and under-insured motorist coverage. Coverage applies in the United States, its territories, and possessions, and Canada. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us, or the insurer. Allowing an unauthorized driver to operate the Vehicle terminates our liability insurance coverage.
9. *Charges.* You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period during which you keep the Vehicle, or a mileage charge based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for additional drivers; (c) charges for the optional services you elected to purchase; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable sales, use and other taxes; (f) loss of, or damage to, the Vehicle, which includes the cost of repair, or the retail value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, plus loss of use, diminution of the Vehicle's value caused by damage to it or repair of it, and our administrative expenses incurred processing the claim; (g) all fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the vehicle, unless these expenses are our fault; (h) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (i) all costs, including pre and post judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (j) a 10% per month late payment fee, or the maximum amount allowed by law (if lower than 10%) on all amounts past due; (k) 10% per month interest, or the maximum amount allowed by law (if lower than 10%) on monies due us but not paid upon return of the Vehicle; (l) a minimum of \$100, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (m) \$35 or the maximum amount permitted by law, whichever is greater, if you pay us with a check backed by insufficient funds; and (n) a reasonable fee to clean the Vehicle if returned less clean than when rented (o) generator hours above included usage.
10. *Substitution or Replacement.* We reserve the right to substitute another RV should the original contracted for use becomes unavailable and supply one RV that may be different from that ordered or from the vehicle pictured in brochures. We may be able to supply a comparable RV. Rate will be adjusted consistent with the type of vehicle supplied. If the RV is costs more you are liable for the

current rental rate of the vehicle. You are not guaranteed any discounts from us for providing a different RV. In the event we are unable to provide an RV available to you for the term of this agreement, all payments made by you for this rental shall be refunded, but we shall in no event have liability or expenses beyond said refund.

- 11. Refund or Reimbursement.** No credit or refund shall be given to you if the RV is returned prior to the contracted date. In such event you shall be liable for all charges as if the RV was returned on the scheduled date. Renter shall pay for all fuel and oil, and shall not be entitled to any reimbursement thereof. We shall reimburse you for necessary repairs to the RV during the term of this agreement, which are required by any breakdown or damages not caused directly by the misuse, carelessness or negligence of you, 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 us, including tires. We shall not be responsible for time loss (except to us as provided herein), or any other incidental expenses. We have no obligation or requirement to refund above the original amount paid for the rental. You will never be refunded more than your rental cost. It is solely up to our discretion to reimburse you for hotel and rental car usage in the event the RV is no longer operational. If problems or issues arise during your rental that cannot be proven upon return from your use, we reserve the right not to refund you. If electronics including but not limited to, TV, DVD, Stereo, Radio, Antenna, Cable, or HDMI fail during your rental, you are not entitled to any type of refund.
- 12. Deposit.** You agree to pay to us 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 we are authorized to retain) shall be refunded to you, provided you are not in default of the terms, covenants and conditions of the rental agreement. We may use your deposit to pay any amounts owed to us under this rental agreement.
- 13. Personal Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. 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 RV by you. You assume liability and shall indemnify and save Hightened Path RV, LLC and Owner harmless from all such liabilities.
- 14. Breach of Agreement.** The following acts are breaches of this Agreement: (a) using the Vehicle to carry persons or property for a fee; (b) using the Vehicle in an organized or agreed upon racing or speed contest or demonstration or pushing or pulling activity in which the Vehicle is directly involved; (c) using the Vehicle in an auto business operation, including, but not limited to repairing, servicing, testing, washing, parking, storing, or selling of automobiles; (d) operation of the Vehicle by a driver not named in this agreement; (e) operating the Vehicle outside of the United States, its territories and possessions, or Canada; (f) using the Vehicle in an intentional or criminal act of yours, other than a traffic infraction; (g) rental of the Vehicle based on your fraudulent or material misrepresentation. If you breach this Agreement, you are liable for damage to, or loss of, the Vehicle caused by your breach, as provided by state law. You shall be solely responsible for and will hold us harmless from any and all fines, forfeitures or penalties arising out of the violation of any law while the RV is in possession of you, and shall reimburse us for the loss or confiscation of the RV. Allowing anyone other than an Authorized Driver to drive the Vehicle is a willful, wanton and reckless act and is a breach of this agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Disputes arising under this agreement shall be addressed in the courts of the county where the RV was rented. The provisions of this Rental Agreement shall be construed in accordance with the laws of the State or county of Colorado or Arizona depending on which state the RV is rented.
- 15. Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the return date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

16. *Miscellaneous.* No waiver by us of any breach of this Agreement constitutes a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Any waiver by you 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. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. You shall not assign this rental agreement or subject the RV rented hereby without prior written consent of us. If the Vehicle is inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. Our liability to you is limited to the total cost of the RV rental under this agreement. You are responsible for all fines, forfeitures and penalties levied for violation of any traffic laws, or other rules or regulation of any duly constituted public authority. In the event the vehicle is seized or impounded by a duly constituted public authority, you shall continue to be responsible for the vehicle and rental thereof until the vehicle is returned pursuant to the terms of this agreement and agree to indemnify and hold us harmless of and from any and all losses or expenses resulting from such seizures or impounding. The remedies granted to us are cumulative, and are in addition to, and not limitation of, any other remedies available to us by law, and us, by pursuing any or all of the remedies provided herein or by law, shall not be deemed to have waived any other available remedy. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

I have read and understand all that is stated. I am fully aware of all responsibilities and policies as stated in the rental agreement.

Renter Name: _____

Renter Signature:

_____ Date: _____

RV Representative:

_____ Date: _____