

**MOTOR HOME RENTAL VEHICLE MANAGEMENT AGREEMENT**

**MOUNTAIN WEST RV RENTAL, INC.  
65 Spring Creek Cir.  
Gypsum, CO 81637  
PHONE 970.510.0553  
WWW.MOUNTAINWESTRVRENTAL.COM**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2020 between \_\_\_\_\_

(Owner) and Mountain West RV Rental, Inc. (Agent). (This is an annual agreement.)

**PURPOSE OF AGREEMENT**

This agreement is made between the Agent, Mountain West RV Rental, Inc. and the Owner of the Recreational Vehicle described above and below. Agent agrees to operate, manage, 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 Mountain West RV Rental, Inc. to act as his or her agent as specifically set forth in this agreement.

**DISCRIPTION OF VEHICLE**

Legal Owner Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Drivers License # \_\_\_\_\_ State \_\_\_\_\_ DOB \_\_\_\_\_

E-Mail Address \_\_\_\_\_ @ \_\_\_\_\_

Cell # \_\_\_\_\_ Home # \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

License # \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_

VIN # \_\_\_\_\_ Mileage \_\_\_\_\_

Generator Hours \_\_\_\_\_ Length \_\_\_\_\_ Tires \_\_\_\_\_

Slides \_\_\_\_\_ Awning \_\_\_\_\_ Steps \_\_\_\_\_ Diesel \_\_\_\_\_ Gas \_\_\_\_\_

Condition\_\_\_\_\_

Value Retail\_\_\_\_\_

Insurance Company\_\_\_\_\_

Financed by\_\_\_\_\_ Loan #\_\_\_\_\_

A copy of the Registration, Your driver's License and a copy of any Extended Warranty must be on file with the agent.

The condition of the motorhome in this agreement is in appearance only. The Motor Home will be checked out at our shop for all working systems and safety features. Owner will receive a copy of the report after RV has been inspected.

See attached condition report of RV upon delivery to Agent. Date\_\_\_\_\_

### RENTAL RATES

Agent shall collect rental payments from customers as per agent's current published website rental rate on **their official web site @ [www.mountainwestrvrental.com](http://www.mountainwestrvrental.com)**, unless otherwise discounted as deemed necessary. 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 are 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

- \*Qualifying rental customers using guidelines set forth by the agent in order to satisfy all insurance requirements.
- \*Verifying possession of a valid driver's license with the DMV.
- \*Providing instructions of vehicle operation and safety 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 renters Insurance company program allows for such waiver/endorsement). If not, the renter will purchase the proper insurance from the Agent's Insurance Company. Mountain West RV Rental, Inc. does sell insurance. The insurance needed must be full commercial rental insurance.
- \*Inspecting rental for damage at each check out and check in (return of Motor Home Rented) and charging 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 further consents to allow agent to authorize emergency road repairs for renter, and agent agrees to use reasonable discretion in authorizing such repairs. Wear and tear is expected on any rental unit and normal interior and exterior wear and tear is the sole responsibility of the owner. In the event of burns in the upholstery agent will only be responsible for the repair of the damaged area. Agent will collect funds from renter on any damage to the interior or exterior of the vehicle. Agent will withhold any and all funds held by the Agent if the renter does any damage to the Motor Home. These funds will be used to repair the Motor Home.
- \*In the event of any breakdown Agent has the right to settle all claims in reference to the rental charges by way of discounts, daily concessions or other means as deemed necessary.

\*Agent agrees to have vehicle ready and available for owner's use, without payment of rental fee, upon owner's advance request, provided such request does not conflict with a scheduled reservation.

\*Agent agrees not to charge Owner any fees for storage as long as the Motor Home is stored at the Agents facility, and is rented at least once during the calendar month.

\*If the owner elects to use his RV during the term of this agreement, he may as long as a notice is given. Owner is responsible for replacing fuel, propane, dumping tanks & cleaning.

\*If in the event that the owner desires to opt out of the program, owner agrees to send the Agent notification 30 days prior to the reclamation of owner property.

### **OWNERS RESPONSIBILITY**

\*The Owner understands and accepts that the income for this RV is based on a 1-year rental program. There will be periods of time when the RV will not be rented and there will be times when the RV will be rented continuously. Most rentals will be Summertime, Holidays, Football Games, Winter International Travelers, other sporting and concert events as well as local rental Winter Vacations all year long.

\*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 the 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 Master Policy is available for owner's inspection at Agent's premises. Agent will take reasonable measures, including a 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 described insurance policy.

\*Additionally, Owner acknowledges that the "per rental" insurance premiums are the shared responsibility of the Agent, Owner and Rental customer. Any portion of the premium not collected from the customer will be deducted from the total rental income prior to the distribution of percentage based revenue. Insurance charges will be deducted from Owner commissions.

\*Owner agrees to allow Agent to maintain vehicle in a constantly attractive, serviceable, and safe condition. Owner authorizes Agent, 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 motor home. 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 of timely return by a rental customer, 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 owed to Agent.

\*Owner agrees to keep current registration on vehicle at all times, purchasing them in advance, if necessary, to correlate with rental schedules.

\*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 in order to obtain commercial rental insurance on owner's vehicle. The insurance company will retain this deposit until the Motor Home is removed from service with Mountain West RV Rental, Inc.

### **AGENT'S COMPENATION**

Agent shall receive 50 % of the gross rental collections from the customer. Owner further agrees that agent may charge the rental customer for prepaid cleaning, housekeeping kits, or other such incidental items and agent shall be entitled to 100% of such revenue.

**OWNERS COMPENSATION**

Owner shall receive 50% of the gross rental income collected from the customer, 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 mailed about the 15<sup>th</sup> day of each month starting with the prior month's activity. In the event that there is a negative balance in Owners account, Owner does not need to pay Agent for these charges at that time. Agent agrees to wait until the RV rents to a customer to deduct the charges owed.

**CANCELLATION**

Owner must notify Agent 30 days prior to any reclamation of owner property. Owner must pay to the Agent any and all outstanding funds owed to Agent including Insurance and maintenance costs. If Owner decides to pick up the RV then said sum is payable upon pick up.

Owners, having read and understood the terms and conditions on pages 1,2,3,4, of 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 accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Owner and Agent agree 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.

\_\_\_\_\_  
MOUNTAIN WEST RV RENTAL, INC.

\_\_\_\_\_  
OWNER

By\_\_\_\_\_

\_\_\_\_\_  
CO OWNER

Date\_\_\_\_\_

\_\_\_\_\_  
OWNER SOCIAL SECURITY #

\_\_\_\_\_  
CO OWNER SOCIAL SECURITY # (FOR 1099)

This RV went into service with Mountain West RV Rental, Inc. on the following date:

\_\_\_\_\_