

**AGREEMENTS AND CONDITIONS For the rental by ELBA EXCURSIONS ASD (the Lessor) and the lessee (the Customer)**

**The parties mutually agree and stipulate that the rental will be governed by the following TERMS AND CONDITIONS:**

**Definition of the Rental Motorcycle: Kymco Agility 125 r16 + Identification Numbers (tick)-**

**EZ 13292**

**EZ 13293**

**1) PERSONAL DATA AND DRIVING LICENCE:** The Customer agrees not to provide false information on personal details, age, address and driving qualifications, specifically exonerates the Lessor from any damaging consequences that may arise in case of false statements. The Customer must hold a valid driving licence for the entitlement to drive the rented motorcycle, since he is not subjected to legal restrictions or measures from the judicial or administrative authority. If the Customer comes from no-EU countries, he/she will be required to show an international driving licence, provided that the country of origin is a signatory to one of the Convention on driving which adheres Italy, namely the Geneva Convention in 1949, or that of Vienna in 1968. Citizens of countries that are not signatories to any of the two Conventions, can drive in Italy, if they have their national driving licence and a translated copy of the same to be requested at the Italian embassy in the country of origin or in embassies and consulates of your country in Italy.

**2) RELIANCE MOTORCYCLE:** The motorcycle is given to the customer with a full tank of fuel, provided of standard equipment, accessories (helmet, security system, etc.), driving documents and the customer insurance contract of which the Customer becomes the guardian for all purposes. The motorcycle is delivered in excellent and working condition with no flaws and the customer with the signing of this agreement, declares to have inspected and verified the excellent conditions and accounts it fit for use. With this agreement only the detention of the motorcycle is transferred to the Customer, but the possession of the same remain fully available to the Lessor. The Customer acknowledges that he/she doesn't receive any real right on the hired motorcycle and on the supplied accessories and, therefore, he is not able to have in any way.

**3) CONDITIONS OF USE:** Only the Customer can drive the motorcycle, so he assumes all risks and liability if he leaves the leadership of the motorcycle to third people and also he assumes all risks for other consequences of article nr. 116, XII paragraph of the "Codice della Strada/Italian traffic laws" in case of a person without a driving licence. It is strictly forbidden to sub-hire a motorcycle to third party in any form. In addition, the customer can not under any circumstances use or allow the motorcycle to be used: (a) for the transport of things and / or people for commercial purposes; (b) to push or tow vehicles, trailers or other things; (c) under the influence of alcohol, drugs, hallucinogens or any other substance capable of damaging the state of consciousness and vigilance; (d) for purposes contrary to the law. The Customer is obliged to use all anti-theft devices of the motorcycle whenever it is parked and left unattended. The customer assumes the obligation to drive with the approved helmet worn, to carry the passenger only with approved helmet worn to guard the motorcycle together with the supplied equipment, with the utmost diligence of a good father of the family and respect of all law; to make sure that lubrication, cooling, brakes, pneumatic brakes and oil are in the necessary conditions to ensure the functioning and the safety of the motorcycle during the rental time; to use the motorcycle with care and caution, not to subject it to high speed and efforts, or to use in races and competitions. The customer will have to pay any damage suffered by motorcycle because of negligence, misconduct or neglect (falls, accidents, dents, scratches). If damage exceeds the value of the motorcycle, the Customer will have to pay the motorcycle market price. The customer assumes the obligation not to supply the rented motorcycle with a fuel that is different from that expected (BENZINA E3); not to carry out directly and / or have performed other repairs without the consent of the Lessor; to replace, at his own expense, in case of punctures, damaged tires. The Customer has to return the motorcycle to the place and by the date indicated on the rental agreement or as soon as, however, the landlord's request, with the same equipment and under the same conditions in which he/she received it, with the exception of normal wear. If the motorcycle has not returned to the Lessor by that date, the Customer will have to refund the Lessor every extra rental day, plus all the expenses that the latter will support to regain possession of the motorcycle and the loss of earnings caused by the unavailability of motorcycle and compensation for any suffered damage. The landlord does not authorize the customer to lead the motorcycle abroad. Rates include illimited mileage. The minimum age to rent a motorcycle is 18 years old.

**4) RULES OF THE APPLICABLE REGULATIONS OF THE ROAD:** The Customer declares to be aware of the existing rules of the Italian Highway Code. In any case, the landlord informed the customer about the main provisions, with particular reference to the statutory rule about the use of helmets, speed limits and the consequences arising from their failure to comply.

**5) INSURANCE:** The landlord gave the customer the original insurance contract and then the Customer declares to know, accept and undertake to comply with the conditions of the insurance policy. The rented motorcycle is covered by liability insurance to third parties.

**6) TECHNICAL FAILURE OF THE MOTORCYCLE:** In the event of technical failure to the rented motorcycle, not attributable to the customer, and that precludes the possibility of use of the motorcycle, the Customer must call the lessor (**Phone +39 3474862065 +39 3384119393**), who will substitute, if replacement is possible, the motorcycle with a similar one. If it is not possible, the lessor will refund the customer of any unexpired part of the rental period. It is conventionally excluded compensation of further damage. The abandonment of the motorcycle and movement out of Italy, involves the obligation of the customer to repay all direct and indirect costs necessary for the recovery of the motorcycle.

**7) ACCIDENTS:** If there is an accident, the customer is obligated to inform the Lessor by phone (**+39 3474862065 +39 3384119393**), transmitting in the following 24 hours, a detailed and comprehensive report on the form attached to the documents of the motorcycle (model CID); inform the nearest police authority Phone 112; not to issue statements of responsibility in case of uncertainty about the accident; take note of the names and addresses of the parties and witnesses; give the landlord any other useful information; follow the instructions that the Lessor will provide about the housing or the reparation of the motorcycle.

**8) REPLACEMENT VEHICLE:** The Lessor reserves the right not to provide a replacement vehicle in case of: accident, breakdown, theft, damage or any other reason at his discretion, without having to justify such refusal.

**9) GUARANTEE OF RENTING BY CREDIT CARD:** The customer signatory of the contract, is required to provide a credit card as the rental service guarantee. A security deposit will be required, through authorization, on the same credit card. The Customer, until now, authorizes the Lessor to the use of his/her own credit card for the purpose of the rental agreement. Otherwise the Customer will pay a deposit in cash of 200,00 € to be returned at the end of the rental period.

**10) RETURN OF THE MOTORCYCLE AND LIABILITY FOR CUSTOMER DAMAGES:** *The Customer undertakes to return the motorcycle and its equipment at the date and time agreed between the parties before the start of the rental, under the same delivery conditions and, therefore, yes it also undertakes to make up for any shortages and to compensate for all damage caused. The Customer assumes the obligation to compensate for damages deriving from refueling with fuel other than that provided for the rented motorcycle, and for damage deriving from repairs carried out and / or carried out directly by the Customer without the consent of the Lessor, or deriving from circulation motorcycle despite the presence of breakdowns and / or damaged or repaired tires. The Customer, as directly responsible for any damage deriving from the circulation and / or custody of the vehicle in use, declares to bear the amount of € 2,650.00 following total theft or total / partial fire of the rented vehicle, if they are returned the keys of the same; in case of failure to return the keys, the customer will be required to pay full compensation for the rented vehicle (Euro 2,650.00). The Customer will also bear a penalty of € 500.00 for damages caused to third parties following a claim with prevailing and / or exclusive responsibility, in addition to compensation for damage caused to the rented motorcycle. There is no type of refund in case of early return of the rented vehicle.*

**11) CHARGES:** The charge of any fines, penalties, legal expenses and related recovery costs, deriving from the use of the motorcycle during the rental. In this case the landlord will send the customer, by registered mail a / r or PEC, the invoice with attached copy of the fine and the rental agreement. The Customer will have to pay the invoice within 10 days of receiving it; the charge, in case of administrative detention, is the 25% higher daily rate of € 50,00 ( VAT included) for each day that the motorcycle will be out; the charge, in case of exceeding the threshold for the limited mileage, amounting to EUR 0.30 (including VAT) per km longer route.

**12) OTHER PENALTIES:** *loss: keys = € 70.00; circulation documents = euro 200.00; helmet = euro 75.00; return of the motorcycle without a full tank of fuel = € 20.00; failure to return at the agreed time: after an hour of delay the rate of a day (09: 00/19: 00); after one day of delay daily rate increased by 25%.*

**13) PLACE OF JURISDICTION:** *For any dispute that may arise relating to the contract, it is Brindisi jurisdiction.* **16) LANGUAGE:** *The Italian text will prevail in case of conflict with the translated text in other languages.* **17) CHANGES:** No change may be produced to this Agreement without the consent of the lessor or his representative with

**14) PLACE OF JURISDICTION:** *For any dispute that may arise relating to the contract, it is Bologna jurisdiction.* **16) LANGUAGE:** *The Italian text will prevail in case of conflict with the translated text in other languages.*

**15) CHANGES:** No change may be produced to this Agreement without the consent of the lessor or his representative with the appropriate written power of attorney. The invalidity of any provision of this agreement does not undermine the validity of the rental agreement in its entirety.

**Under Articles. 1341 and 1342 cc the Customer specifically declares to have read and approved the terms and conditions set out in points 1-2-3-4-5-6-7-8-9-10-11-12-13-14 -15 of this contract.**

(The Customer)

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(Place) (Date)

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