

CONTRACT OF MOTORBIKE RENTAL WITHOUT DRIVER

The company Langhe Vespa Rent with registered office in via Alba Barolo 99 Castiglione Falletto (CN) Cap 12060 P. Iva 02853710040

grants for hire to Mr/Mrs/Ms : _____ who signs this contract in his own name/as

the legal representative of the company, the motorbike specified in this contract, subject to the general conditions set out below:

MODEL _____ MOTORBIKE DISPLACEMENT _____ PLATE _____

Rental start date _____ **Rental start time** _____ **INITIAL KM** _____ **SIGNATURE** _____

AGREED RETURN DATE AND TIME _____

EFFECTIVE RETURN DATE _____ **EFFECTIVE TIME** _____ **FINAL KM** _____ **SIGNATURE** _____

KM ROUTE _____ IN RETURNING THE VEHICLE I DECLARE THAT _____

SIGNATURE _____

LESSEE CUSTOMER DATA

SURNAME/NAME _____ BORN IN _____ ON _____

RESIDENT IN _____ COUNTY _____ ADDRESS _____ N° _____

COUNTRY _____ FISCALE CODE _____ ID CARD N° _____

CREDIT CARD _____ EXPIRY _____

PHONE _____ EMAIL _____

DRIVING LICENSE N° _____ CATEGORY _____ RELEASED BY _____

ON _____ EXPIRY _____ ATTACH PHOTO COPY OF DRIVING LICENCE and ID card

RENTAL RATE AND PAYMENT TERMS (including VAT)

RENTAL RATE € _____ for a period of: days _____ Required incidental expenses: _____

Fee € 0.30 incl. VAT per KM when exceeding the agreed 100 km. KM _____ x 0,30€ = Total _____

GRAND TOTAL € _____ **METHOD OF PAYMENT** _____ upon signing this as **DEPOSIT € 50.00**
and **BALANCE** upon return of € _____ **DEPOSIT € 1000.00** on date _____ in cash (O) – credit card (O).

The parties hereby mutually agree and stipulate that the rental shall be governed by the following TERMS and CONDITIONS.

1. ASSIGNMENT OF THE MOTOR VEHICLE - The motor vehicle in question is entrusted to the customer (equipped with standard accessories and circulation documents) who becomes the custodian in all respects of the law. Driving the motor vehicle is only permitted if the driver possesses a valid driver's license (A3 or B if obtained before 1988) and is of legal age (18 years). The motor vehicle is entrusted to the customer with the essential understanding (considered essential by both parties) that the customer will personally operate the vehicle. Therefore, the customer assumes all risks and responsibilities in the event of entrusting the driving of the motor vehicle to third parties and for the other effects of Article 116, paragraph XII of the Highway Code regarding entrusting the vehicle to a person without a driver's license.

2. OPERATION OF THE MOTOR VEHICLE - The customer is authorised to drive **only and exclusively in Italy, specifically in the territory of the Langhe Cuneo.** The customer is responsible for the normal operation of the vehicle as well as its proper use and regular maintenance. In case of the need for roadside assistance, the customer can contact Langhe Vespa Rent. The customer expressly agrees to indemnify Langhe Vespa Rent, within the limits of the law, from any claims arising from the use of the rented motor vehicle during the term of the contract. The customer shall reimburse Langhe Vespa Rent for the payment of any fines and/or penalties resulting from violations of the Highway Code committed during the period the motor vehicle is entrusted to them. The customer agrees to transmit to Langhe Vespa Rent within 8 hours or upon return of the motor vehicle any notice received from public authorities. In the event of failure to transmit the notice promptly, the customer will be responsible for any expenses and/or damages suffered by Langhe Vespa Rent directly or indirectly caused by the failure to transmit the notice in a timely manner. In the event of fines and/or penalties notified to Langhe Vespa Rent after the rental period, if it is difficult to locate the offending customer, Langhe Vespa Rent is hereby authorized to withdraw the corresponding amount due from the customer's credit card without prior notice.

3. CONDITIONS OF USE - The customer acknowledges that they do not hold any real rights to the rented vehicle and the provided accessories, and therefore, cannot dispose of them in any way. Specifically, subleasing the motor vehicle to third parties in any form is strictly prohibited. Additionally, the customer may not, under any circumstances, use or allow the motor vehicle to be used: (a) for the transportation of people and/or goods for commercial purposes; (b) to push or tow vehicles, trailers, or other things; (c) in races, competitions, performance tests, competitions on circuits, equipped facilities, or routes open to the public; (d) under the influence of alcohol, drugs, hallucinogens, narcotics, barbiturates, intoxicants, or any other substance that impairs consciousness, alertness, or reaction capability; (e) in violation of customs regulations, traffic laws, or other legal provisions; (f) by a person other than the customer, unless such person has been previously authorized in writing by Langhe Vespa Rent; (g) in prohibited areas or in areas of access or service to port and airport zones with restricted traffic; (h) by a person who has provided Langhe Vespa Rent with false data and/or information regarding their age, name, date and place of birth, address of residence, or tax code; (i) for purposes contrary to the law. Furthermore, the customer undertakes the obligation to: (a) personally operate the motor vehicle and guard it, along with the provided accessories, with the utmost diligence and in compliance with all legal provisions; (b) ensure the functionality and safety of the motor vehicle during the rental period; (c) indemnify Langhe Vespa Rent from any claims made by third parties for damages suffered to goods transported in the rented motor vehicle or due to breakdowns or inconveniences of the motor vehicle; (d) reimburse Langhe Vespa Rent, upon presentation of an invoice, for any expenses, including legal fees, that it incurs to obtain fulfillment of monetary obligations owed for any title and/or reason, expressly including those for unpaid highway tolls, in addition to administrative fees; (e) use all anti-theft devices with which the vehicle is equipped whenever it is parked and left unattended, even in enclosed areas and guarded spaces.

- 4. PROVISIONS OF THE CURRENT ITALIAN HIGHWAY CODE** - The customer declares to be aware of the regulations of the current Highway Code. In any case, for the sake of completeness, Langhe Vespa Rent has informed the customer about the main rules, with particular reference to the legislative regulations on helmets, speed limits, and the consequences of non-compliance. Therefore, the customer agrees to operate the vehicle and to transport the passenger with an approved helmet worn.
- 5. INSURANCE COVERAGE OF THE MOTOR VEHICLE** - Langhe Vespa Rent has provided the customer with a photocopy of the insurance contract, and therefore the customer declares to know, accept, and commit to comply with the conditions set out in the insurance policy. The rented motor vehicle is covered by third-party liability insurance (RCA), which covers damages caused to third parties. The driver agrees to indemnify the lessor for any damage resulting from theft - fire of parts or of the same value of the motor vehicle (vehicle value in case of theft €5000.00).
- 6. ACCIDENTS** - In the event of any accident, the customer is obliged to immediately notify Langhe Vespa Rent by telephone. The customer must request the intervention of the competent authority and, when necessary, must file a report with the competent authority. The customer must ensure to obtain the details of the witnesses and other vehicles involved, or in any case, to obtain all necessary information to determine the liabilities of the accident. Furthermore, the customer is obliged to send Langhe Vespa Rent, within and no later than 10 hours after the accident, a detailed report completed on the "accident report" form (CID), attached to the vehicle documents. Finally, the customer agrees to cooperate with Langhe Vespa Rent, its insurance company, and its legal representatives in any investigation or extrajudicial and judicial proceeding.
- 7. RETURN OF THE MOTOR VEHICLE** - The date and time of return of the motor vehicle were agreed upon by the parties before the rental began, and the customer personally commits to adhering to the agreement. Any changes must be previously agreed upon in writing with Langhe Vespa Rent. A rental day is considered to be 9 and a half hours with a tolerance of 15 minutes (subject to the store's closing times, of which the customer declares to be aware). After this tolerance period, an additional rental day will be charged, as fractions and intermediate terms are considered a full day. The return of the motor vehicle must take place during Langhe Vespa Rent's opening hours and directly to a staff member. Langhe Vespa Rent reserves the right to terminate the contract and take back possession of the vehicle at any time in case of violation of the agreed usage conditions, without any compensation or damages being due to the customer, for any reason. In any case, the customer is obliged to return the motor vehicle as soon as Langhe Vespa Rent requests it, even verbally. Any objects left by anyone in the vehicle returned to Langhe Vespa Rent are considered abandoned, and Langhe Vespa Rent is not obligated to keep or return them.
- 8. CUSTOMER LIABILITY FOR DAMAGES** - The customer undertakes to return the motor vehicle and its related equipment in the same condition as received, and therefore also undertakes to make up for any shortages and compensate for all damages caused, except for normal wear and tear. In particular, the customer assumes the obligation to compensate for damages resulting from repair interventions carried out or instructed directly by the customer without written consent from Langhe Vespa Rent, or resulting from the use of the motor vehicle despite reported faults without timely return of the vehicle. In case of tire punctures, the customer is responsible for replacing the damaged tires at their own expense. The return of the vehicle with repaired tires is not permitted. If any damages of any kind are found on the motor vehicle, Langhe Vespa Rent is hereby authorized to withdraw the corresponding amount due from the customer's credit card without prior notice. In the event of post-rental fines imposed by urban police and/or law enforcement agencies, Langhe Vespa Rent is hereby authorized to withdraw the corresponding amount due from the customer's credit card without prior notice, and to provide documentation to the aforementioned authorities for the deduction of license points.
- 9. LIMITATION OF LIABILITY OF LANGHE VESPA RENT** - Within the limits provided by law, Langhe Vespa Rent cannot be held liable, and indeed the customer waives, for themselves and their heirs or successors, any and all claims against Langhe Vespa Rent for any damage suffered by the customer or third parties arising from the use of the rented vehicle, or for loss or damage to property belonging to the customer or third parties left in the vehicle, or for damages or inconveniences resulting from delays in delivery, breakdowns, or any other cause beyond the direct and exclusive control of Langhe Vespa Rent.
- 10. PAYMENT METHODS** - Payment can be made in cash or by credit card. If, for any reason, payment is not made in advance, it must be settled by the contract expiration date upon return of the vehicle. Booking of motorcycles must be done through our online booking form. At the time of booking, the Customer must provide a copy of their driver's license, identification document, and tax code. They must pay €50.00 of the motorcycle rental fee and the chosen period as a booking confirmation. In case of cancellation by the customer within 48 hours before the rental date, Langhe Vespa Rent may retain the amount paid as a deposit. Upon signing this agreement, a security deposit of €1000 will be required as specified in the contract.
- 11. PENALTIES** - Failure to return the keys of the motorcycle, even in case of loss or theft, will incur a penalty for compensation amounting to €250.00. Failure to return the original Registration Document (Libretto di Circolazione) of the motorcycle, even in case of loss or theft, will require the customer to compensate Langhe Vespa Rent for the entire cost of re-registering the motorcycle, to be determined and updated at the time of actual re-registration, presumably amounting to €300. Failure to return the motorcycle on the agreed date and time specified in this contract will render the customer's possession of the vehicle unlawful. Additionally, the customer will be liable to pay a penalty for each day or fraction of a day, calculated as the daily rental fee increased by 15% for the first week, and by 25% thereafter until the date of return or until Langhe Vespa Rent regains possession of the motorcycle.
- 12. RENTAL TERMS AND ADDITIONAL SERVICES** - (The daily rental is considered to be 9 and a half hours.) - The rental cost is inclusive of VAT and the following services: full tank of fuel, helmet and inner helmet, lock, 100 kilometers included; additional kilometers will be charged at €0.30 per kilometer driven (e.g., 10 km = €3.00).
- 13. CONTRACTUAL AMENDMENTS** - Any amendment to this contract may not take place, nor can it be proven, except by written instrument, co-signed by both parties.
- 14. CONTRACT RENEWAL** - This contract cannot be renewed except through a new written contract.
- 15. CLAUSES OF CONCLUSION** - Except where expressly provided otherwise, the parties refer to the provisions of the Civil Code and current laws. If any provision of this rental contract is found to be void, such invalidity shall not affect the validity of the other provisions.
- 16. JURISDICTIONAL VENUE** - For any dispute arising from this contract, the competent jurisdiction shall be the Court of Asti.
- 17. ELECTION OF DOMICILE FOR THE PURPOSES OF THIS CONTRACT** - The customer declares and self-certifies under their own responsibility that the residential address indicated in the attached photocopy documentation is correct, and that for the purposes of this contract, all communications and/or notifications may be sent to this address, unless the address is modified by the customer in writing directly to Langhe Vespa Rent.
- 18. JOINT AND SEVERAL OBLIGATIONS** - Anyone who signs this contract on behalf of another person and/or company shall be personally and jointly liable with their represented party for the obligations undertaken towards Langhe Vespa Rent.
- The original of this contract (comprising of 2 pages) is retained by Langhe Vespa Rent, and a photocopy is provided to the customer.

Castiglione Falletto li _____/_____/_____ Langhe Vespa Rent _____ **The customer** _____

In accordance with articles 1341 and 1342 of the Civil Code, the customer specifically declares to have read and approved the terms and conditions outlined in points 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18, and further declares, pursuant to articles 1469 et seq. of the Civil Code, that these aforementioned clauses have all been specifically brought to their attention. **The customer** _____

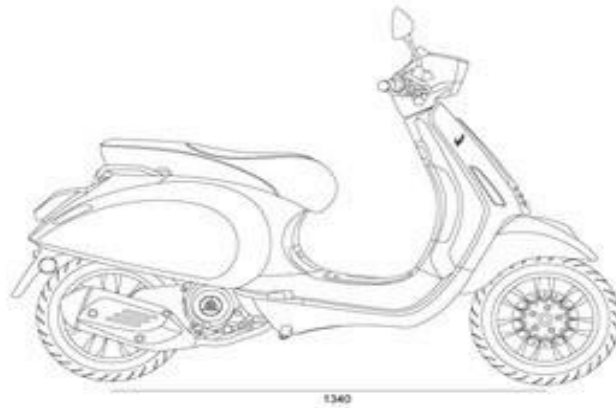
Under Article 13 of Legislative Decree no. 196/2003 and subsequent amendments and additions, the Lessor informs the Customer that the data provided will be processed solely for the purposes necessary for the execution of this contract and mutual obligations. Refusal to provide such data will result in the inability to rent the vehicle. Processing will occur both in paper form and through information systems. The personal data provided may be disclosed to personnel of the Lessor responsible for processing, to professional firms managing accounting, to credit institutions in the case of bank payments, to public authorities in the event of violations, to insurance companies in the event of accidents that trigger coverage, to legal firms and/or other professionals used by the Lessor, as well as judicial and/or administrative authorities, when necessary for the management of accidents or matters related to this rental. Except as expressly provided herein, the data provided will not be disclosed to third parties. Pursuant to Article 7 of Legislative Decree no. 196/2003, the Customer has the right to obtain, at any time, the updating, correction, integration, or deletion of the data. The data controller is Langhe Vespa Rent, located at Via Alba Barolo 99, Castiglione Falletto (CN).



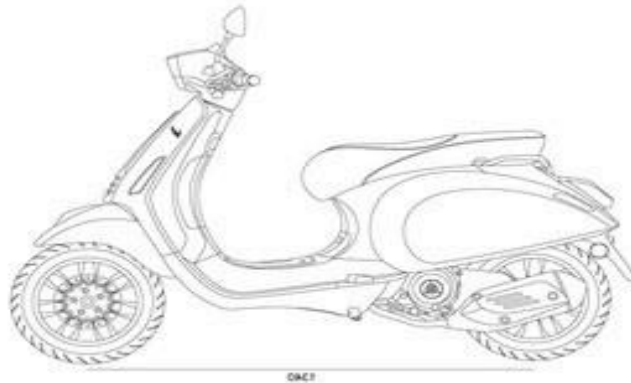
MOTORBIKE CONDITION CHECK

VESPA PIAGGIO TARGA: _____

PLEASE NOTE: WASPS MAY ONLY BE USED ON PAVED ROADS



Lato Dx - Right Side



Lato Sx - Left Side

For acceptance of the state of the hired vehicle at departure

Il Conduttore: _____ Il Locatore (Langhe Vespa Rent) _____

DAMAGE FOUND UPON RETURN

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