

**Agreement# 49 Date: 15.04.2017**

Motoragazzi S.r.l. (hereinafter referred to as "Lessor"), located in Sona (VR), via Caliori 8, P.IVA 03640630988 rents its vehicles to the Customer subject to these general rental conditions which constitute an integral part of this rental agreement.

## Preambles

In order to drive a vehicle rented from Lessor, Customer must have a valid driving license recognized in Italy. Customers are responsible for expiry date and validity of the driving license and must not hold Lessor liable under any circumstances. Customer must be aged twenty-one or older and have held a driving license for at least two years. When these two circumstances are not met, special conditions may be agreed at an extra cost.

Vehicles are provided with:

- GPS navigator
- Smartphone with 4G internet access, USB cable and case
- Full tank of fuel (9.2l)
- Alarm system with remote control
- Crash bars
- Top box
- Windshield
- Keychain with ignition key and top box key

## 1. Pick-up and return

- 1.1. Vehicles are handed over in a good state and working condition, by signing this rental agreement the Customer declares that he has examined the vehicle, verified that it is in perfect condition and considers it fit for the intended use. Lessor reserves the right to terminate the agreement and to reclaim possession of the vehicle at any time at the Customer's expense should the vehicle be used in breach of clause 5 below or payment of any previous invoice remains outstanding for any reason.

## 2. Damage and theft

- 2.1. In the event of loss, damage of any kind to or incurred by the vehicle, even if the result of a theft or in the event of an accident during the rental period, the Customer must pay the amount corresponding to the loss, damage and connected expenses requested by Lessor as compensation.

## 3. Charges

The Customer must pay (or reimburse, if Lessor has paid in advance) at the straightforward request of Lessor:

- 3.1. charges calculated on time on the basis of the tariffs set out in the rental letter or tariffs currently in force; the minimum rental charge is twelve hours hire, and any fractions of days over the first 45 minutes will be charged as another day's (tariff 24 hours) rental;
- 3.2. charges for exemption from damage, theft and fire, on the basis of the tariffs set out in the rental letter or tariffs currently in force, if envisaged;
- 3.3. any charges for compensatory penalties for the damage referred to in the foregoing art. 2;
- 3.4. a charge for failure to return the vehicle, on the basis of the tariffs in force when the rental agreement was signed;
- 3.5. costs incurred for late payment of the amounts due. The Customer must also pay a sum as interest at the official discount rate increased by five percentage points, calculated on a daily basis. The Customer will also be obliged, in connection with the recovery of credits, to pay all legal costs, whether in or out of court, incurred by Lessor for the recovery of sums outstanding;
- 3.6. any fines, penalties, legal or other costs which Lessor is obliged to pay by law, as well as the related operating costs incurred in recovering sums owed, stemming from the use of the vehicle during the rental period unless such costs and charges are attributable to Lessor; in such circumstances however, neither the Customer, nor any other person, will be relieved of direct liability towards any authority involved for his or her illegal conduct.  
Notwithstanding the foregoing, Lessor reserves the right to charge the Customer an extra €40 for the administrative costs it incurred for processing and sending the notice of the above-mentioned

sanctions to the competent authorities.

NB: fines may arrive up to 180 days after the end of the rental period;

- 3.7. €50 + €3 per kilometer for every kilometer between Lessor's office (Via Caliori 8, Sona (VR), Italy) and the place where the vehicle is abandoned or taken, plus any additional expense that Lessor may incur in order to recover the vehicle in question;
- 3.8. in the event of an accident in which injuries are caused, the Authorities may decide to confiscate the vehicle in order to carry out the relevant investigations. In the event of accident caused by negligence involving one of our vehicles in which the Customer himself or herself is injured, and the vehicle is confiscated by the Authorities, the cost of detaining the vehicle are borne entirely by the Customer and calculated at a minimum of €60 (1-day confiscation) to €655 (28-day confiscation), together with the costs stemming from any violations of the Highway Code and all additional costs that may be incurred by Lessor, up to a maximum of €2000 (two thousand Euros).
- 3.9. the Customer authorizes Lessor to charge his or her credit card with the payments described above and any additional payment due once the rental period has terminated and the vehicle has been returned.
- 3.10. in addition, the Customer authorizes the payment of any fines and additional expenses stemming from violations of the Highway Code that are notified within 180 days after the termination of the rental period.

## 4. Exemption from liability

- 4.1. In keeping with and within the limits envisaged by the law, Lessor is not obliged to take care of or return property belonging to the Customer, and cannot therefore be held liable for loss of or damage to objects transported, abandoned or left in the vehicle, either during or after the rental period. Objects left in the vehicle after it has been returned shall be treated as having been abandoned.
- 4.2. Lessor may not be held responsible towards the Customer, the driver or persons he or she has transported, for any damage that may stem from the use of the vehicle or road accidents, or for damage or problems of any type stemming from or in any event connected with the delayed return of the rented vehicle, accident or force majeure, or any cause beyond the control of Lessor.

## 5. Conditions of use

- 5.1. The Customer must keep and use the vehicle with all due diligence and in particular, must not allow the vehicle to be used:
  - 5.1.1. to transport persons and/or property for business purposes;
  - 5.1.2. to push or tow vehicles, trailers or other items;
  - 5.1.3. in races, trials or competitions;
  - 5.1.4. by the Customer or Driver under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates or any substance that may diminish his or her awareness or ability to react. Lessor and its intermediaries reserve the absolute right to refuse to hand over a motor vehicle if the Customer is in an unfit psycho-physical condition;
  - 5.1.5. in violation of any customs, road traffic or other regulation;
  - 5.1.6. driven by anyone other than the Customer unless that person was not previously indicated in the rental letter and authorized by Lessor;

5.1.7. outside Italy;

5.1.8. on dirt tracks, on highways (“autostrada”) and on toll roads.

5.2. Vehicles may not be rented to third parties under any circumstances whatsoever.

5.3. The Customer must remove a GPS navigator and smartphone and must use all the anti-theft devices installed in the vehicle whenever it is parked and abandoned, even in a closed area or car park with valet service.

## 6. Insurance

- 6.1. Lessor provides insurance cover as indicated in the policy taken out with one of the companies which is intended to cover fully persons using the vehicle with Lessor’s permission (and not in any other circumstances).
- 6.2. As the vehicles cannot be covered by CASCO insurance, the Customer declares that he or she is aware that the value of the vehicle used with all equipment installed is €5500.00 (five thousand, five hundred Euros).
- 6.3. Rental rates include Compulsory Insurance for the vehicle, and Supplementary Civil Liability insurance to cover damage to third parties as a result of using and driving the vehicle. These covers are guaranteed and assumed by Lessor’s insurance company, and they are subject to insurance policy’s general and particular clauses and the law. By signing this Rental Agreement, Customer accept the conditions of this insurance policy, which are available to Customer on request.

## 7. Deposit

- 7.1. When Customer signs this Rental agreement, they must make a deposit **€500** to ensure compliance with the general and special terms and conditions set out in this Agreement.
- 7.2. The deposit is returned at the end of rental period after the vehicle has been inspected and compliance with the Agreement’s general and specific terms and conditions has been verified. For that purpose, the deposit may be retained for up to 15 days after vehicle has been returned.

## 8. Accidents

- 8.1. Any accident occurring must be reported to Lessor within 3 hours of the event; if necessary, the Customer must report the incident immediately to the competent authority.
- 8.2. In the event that the dynamics of the incident are in doubt, the Customer must not accept liability and must take steps to obtain details of witnesses and any other vehicles involved.
- 8.3. The Customer undertakes to cooperate with Lessor and Lessor’s insurers in any investigations carried out or legal action brought.

## 9. Faults, damage

- 9.1. In the event of faults or damage to the vehicle, which are not the result of willful or negligent acts on the part of the Customer, as a result of which travelling cannot be continued, Lessor will, if possible, immediately replace the vehicle. If this is not possible, Lessor will refund that part of the rental relating to the remaining period for which the vehicle has not been used.
  - 9.1.7. The refund and replacement referred to above will not apply if the fault or damage is attributable to the incorrect use of the vehicle by the Customer.
  - 9.1.8. The Customer must notify Lessor of the incident, following the instructions attached to the vehicle documents.
  - 9.1.9. The Customer must not make any decision unless expressly authorized to do so by Lessor.
- 9.2. If the vehicle is abandoned and/or is taken outside Italy without authorization, the right to the courtesy service will be forfeited and the Customer must reimburse Lessor for all charges, both direct and indirect, incurred in recovering the vehicle.
- 9.3. The Customer is liable for any type of damage to the vehicle, including the cost of repairs, loss of value, inability to use for rental purposes or the current market value if the vehicle cannot be repaired or if Lessor decides not to repair it, subject to its absolute discretion, including administrative costs connected with any type of request for compensation, whether or not the Customer is actually responsible.

9.4. The Customer is obliged in all circumstances to report damage, accidents or acts of vandalism to Lessor and the competent Authorities within 3 hours from the event in question.

9.5. Loss of the key or the vehicle documents will be charged at the rate of €150 (one hundred and fifty Euro).

9.6. Loss of the alarm remote control will be charged at the rate of €250 (two hundred and fifty Euro).

9.7. Loss of the GPS navigator or smartphone will be charged at the rate of €500 (five hundred Euro).

## 10. Joint and several liability

10.1. The subject signing this rental letter in the name and on behalf of another person and/or company shall be jointly and severally liable with the person represented for the obligations taken on towards Lessor.

## 11. Privacy

11.1. The Customer is informed that, pursuant to Legislative Decree no. 196/03 and subsequent amendments and additions thereto, the data supplied by the Customer may be handled in keeping with the said legislation. The Data Controller, within the meaning envisaged in the Privacy Code, is Motoragazzi S.r.l., with registered office in Sona (VR), via Caliari 8, 37060, Italy.

11.2. These data will be used for economic purposes by the Lessor. Furthermore, the data may be used by Lessor to permit the competent authorities to send formal notice to a customer responsible for a violation of the Highway Code or of any other legislative provision. Data will be handled using instruments capable of guaranteeing their security and confidentiality and will be dealt with by individuals expressly instructed in the manner envisaged in the Privacy Code. The Customer may at any time obtain the information referred to in art. 8 of the Privacy Code and exercise his rights by sending a registered letter to: Motoragazzi S.r.l., Via Caliari 8, Sona (VR), 37060, Italy.

## 12. Jurisdiction

12.1. This rental agreement is regulated by Italian law. Any dispute arising in relation to the validity, interpretation, execution or termination of this agreement will be referred to the exclusive jurisdiction of the Court of Verona.

12.2. The nullity of any provision in this agreement will not invalidate the rental agreement as a whole. Within the meaning and for the purposes envisaged in articles 1341 and 1342 of the Italian Civil Code, the following conditions are expressly approved: 1 (pick-up and return), 2 (damage and theft), 3 (charges), 4 (exemption from liability), 5 (conditions of use), 6 (insurance), 7 (deposit), 8 (accidents), 9 (faults and damage), 10 (joint and several liability), 11 (privacy), 12 (jurisdiction).

## Customer’s signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

Date: \_\_\_\_/\_\_\_\_/2016



**motoragazzi**

MOTORAGAZZI S.r.l.  
Via Caliari, 8, Sona (VR), Italia 37060, tel.: +39 342 9287530  
Partita IVA 03640630988

# Rental agreement

## Rental agreement # 49

**Date:** 15.04.2017

**Check-in station:** Via Caliari 8, Sona (VR), 37060, Italy

**Check-out station:** Via Caliari 8, Sona (VR), 37060, Italy

### Vehicle

**Model:** Vespa GTS 125 Super

**Reg. number:** ED75456

### Customer:

**Customer's name:** JOHN SMITH

**Customer's address:** 47 Hansell road, Brampton, Huntingdon, PE 32 1S

**Customer's passport:**

**Customer's e-mail:**

**Phone number:**

**Driving license number:** SMTS9861218GM7VE 06

### Charges

Service	Price	Qty.	Amount
Vehicle rent	€ 73,77	1	€ 73,77
Helmet rent	€ 8,20	1	€ 8,20
Additional passenger	€ 8,20	1	€ 8,20

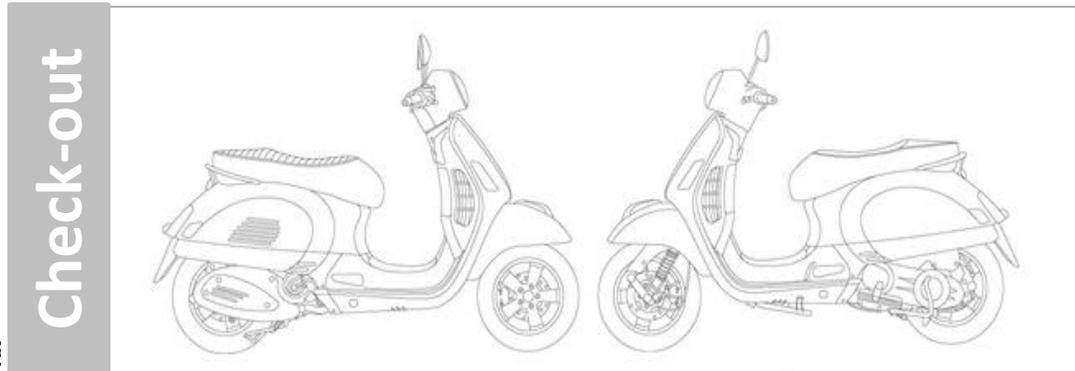
**Total: € 90,17**

**VAT (22%): € 19,84**

**Discount:**

**Grand total: € 110,01**

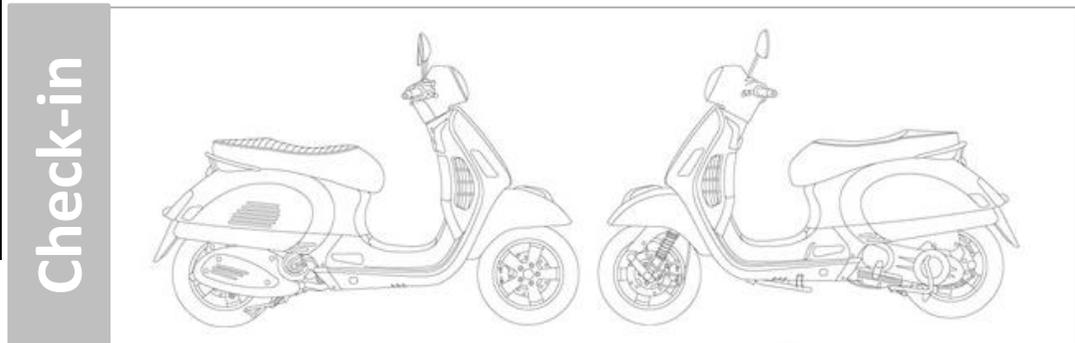
## Delivery report



- Navigator
- Smartphone
- Keys
- Alarm remote control
- Documents

Customer's signature \_\_\_\_\_ Employee's signature \_\_\_\_\_

## Return report



- Navigator
- Smartphone
- Keys
- Alarm remote control
- Documents

Customer's signature \_\_\_\_\_ Employee's signature \_\_\_\_\_