

VAN RENTAL AGREEMENT WITHOUT DRIVER

no.: date:

The car rental company (hereinafter also referred as Lessor)

HEREBY AGREES TO RENT

to Mr/Ms (hereinafter also referred to as Client), born in () on , sex: , taxpayer's ID: , and resident in (), ZIP code: , at , phone no.: , holder of driving license type..., no..., issued by... on..., expiry date..., the following vehicle:

- Type:
- Make and model:
- Registration no.:
- Seats:
- Fuel supply:
- Colour:

under the general terms and specific conditions detailed in the following articles, which the parties hereto agree to accept, and which may be waived only by means of a specific written agreement between them.

BikesPlus SRL is the main bicycle rental operator for these rentals and is responsible for all rental arrangements and for all services offered. BikesPlus SRL, its agents, servants and employees shall not be responsible for personal injuries or property damage, loss or delay, or change of itinerary incurred by any person or renter arising out of the act of negligence of any direct or supplemental carrier, or other person rendering any of these services, nor shall BikesPlus SRL be responsible for any injuries, death, damage, loss or delay in any means of transportation or by reasons of any event beyond the actual control of BikesPlus SRL, or of any agent or supplier, or due to force majeure. Renters use the van at their own risk and agree not to hold BikesPlus SRL responsible for injury or death resulting from accidents. The van provided for rent is in good operating condition and participants agree to use it at their own risk or call deficiencies to the immediate attention of the BikesPlus SRL employee giving them the van. Instructions in the use of the van will not be provided and participants affirm that they are familiar with the use of a stick shift van.

Art. 1 – Limits and methods for use of the vehicle.

The Client agrees to refrain from renting the vehicle to a third party with the client being the driver; not to tamper with the vehicle in any way; to drive it in accordance with legal provisions and with the highway code in force, as well as using the necessary care and due diligence; to compensate any damage, also economic, which might be caused by infringing the highway code rules in force; as well as to return the vehicle after using it as agreed. It is absolutely forbidden to transfer or to use the vehicle improperly. Failure to uphold this obligation shall lead to termination of the agreement. The vehicle may be driven only by the Client or by the Additional Driver, Mr/Ms-----, provided that the latter has been in possession of a valid driving license for at least one year. By Additional Driver reference is made to the person specifically identified in the agreement, who is authorised to drive and handle the rented vehicle under the Client's responsibility. This means that the Client shall be held responsible in respect of the Lessor for any infringement or omission on the part of the said Additional Driver.

Mileage: the rental rate includes **200 kilometers per day**. Any extra km will be charged at the rate of €0.25/km. The Client authorizes Bikes Plus to charge the credit card they have on file for the extra kilometers not included in the rental rate.

Art. 2 – Conditions of the vehicles when it is delivered

The Client declares to have inspected the vehicle to be rented and to have received it from the Lessor in excellent state of repair, perfectly operational in all its parts, with the tyre tread no less than 3 mm in thickness, with all the documents required by law for road circulation in Italy and within the European Union, as well as with the following valid **insurance policies**:

1) Italian compulsory third party liability insurance (RCA): pays for your legal responsibility to others for bodily injury or property damage with a **€550 + VAT deductible**.

2) Theft and Fire insurance with a **€600 + VAT deductible**. In case of theft the Client will have to pay a €600 + VAT deductible if they still have the vehicle keys. The client must report the theft to the police first and obtain a police report. If the Client does not have the keys, the deductible will be **15% of the total value of the vehicle** (roughly €5,000). Even in this case the Client must report the theft to the police first and obtain a police report.

3) Damage to vehicle insurance: with a **deductible of €1,000 + VAT**. Please be very careful not to make any scratches in the body as repairs are very expensive. As an example, just leaning the bike against the van with the bike sliding down and scratching the side (with the bike shifter levers for example) can easily lead to €100 or more body damage.

The Client has also ascertained that the rented vehicle is fitted with the following accessories: a ladder, keys of the roof racks and a first aid kit. The client will return these at the end of the rental period.

Upon delivery of the vehicle to the Client its mileage amounts to: *refer to Van Damage Log*.

Art. 3 – Ownership of the rented asset

The Lessor is authorised, as the owner of the vehicle referred to in this agreement or by any other legitimate possession document, to lease the said vehicle against payment. In the event of any legal actions, seizures or executive orders of any kind being exercised in respect of the vehicle referred to in this agreement by third parties, the Client shall immediately notify the third party involved that the vehicle has been hired and is therefore exclusive property of the Lessor. The Client also agrees to notify the Lessor in writing about the implementation of the said measure no later than 24 (twenty-four) hours after the event has occurred or the provision has been implemented.

Art. 4 – Theft or accident

In the event of the vehicle being stolen, the Client shall notify the Lessor about the relevant event as soon as possible, and in any case no later than 24 (twenty-four) hours after its occurrence. Moreover, the Client is expected to forward to the judicial authorities in charge a vehicle theft report, which also needs to be sent in copy to the Lessor.

In case of an accident, the Client is required to report in writing, by filling out and signing the travel sheet attached to the documentation on board the vehicle, as well as to contact Bikes Plus immediately at the contact numbers provided AND either call the police or fill out the "*constatazione amichevole*" (form provided with the vehicle) and have it signed by the two parties involved in the accident. Any damages claimed as a consequence of unreported accidents shall be charged to the Client.

Art. 5 – Damage to property or animals

The Lessor shall not be held responsible for any loss or damage to animals or to the property being transported, left or forgotten in the vehicle, either before or after it has been rented, unless the said events have been caused intentionally or unintentionally by the said Lessor. The Client is expected to refund any damage to third parties and to vehicles not covered by an insurance policy. The Lessor shall charge to the Client the amount of any such damage. The lessor reserves the right to inspect the conditions of the vehicle at the end of the rental agreement, within 15 (fifteen) days from its actual

return. No later than that term, if the Lessor should detect any damage or malfunctioning intentionally or unintentionally caused by the Client, the latter shall be notified in writing by the lessor who shall charge all of the expenses due according to the rates agreed upon.

Art. 6 – Client’s availability

The Client agrees to be permanently available 24/7 at the phone numbers notified to the Lessor, and also to make sure that any Additional Driver does the same. The said Lessor, even after two unsuccessful attempts to communicate with the Client at a distance of at least one hour one from the other, shall be entitled to withhold, as a preventive and precautionary measure, the full amount of the deposit paid, and to start all the necessary safety protocols aimed at locating and forcibly recovering the rented vehicles at the Client’s total expense.

Art. 7 – Delivery and return of the vehicle – Applicable fees

The vehicle is considered to be rented for the fees specified below, in force on the date that this agreement is signed.

- The type of fee chosen by the Client is the one which is calculated based on the following procedure: the unit fee for rental agreed between the parties amounts to Euro **0,00**.
- Any extra fees shall be calculated as follows: the minimum rental period is 1 (one) day. The rental period shall start on -----, i.e. the date on which the vehicle shall be collected by the Client at the following time: from -----. The rental period shall end on -----, i.e. the date on which the vehicle shall be returned by the client at the following time: to -----. The total duration of the rental shall therefore amount to ----- days in total; therefore, the amount due by the Client to the Lessor is euro **0,00**.
- The amount due by the Client to the lessor shall be paid as follows: credit card.
- At the end of the lease period, the vehicle shall be returned by the Client in the same conditions as when it was delivered, except for reasonable wear and tear associated with its appropriate use. Any expenses for repairing damage, failures or wear and tear in excess of the standard shall be charged by the Lessor to the Client, notwithstanding the possibility of claiming additional or different damages. The parties also agree that, in the event of the Client failing to return the vehicle without notice for no justified reason or cause, within the date and time agreed for the rental, the said Client shall be held responsible for care and safekeeping of the vehicles also during any period of time in excess of the contractual term. If the client does not adhere to the agreed delivery and collection times and is delayed more than 30 minutes, BikesPlus will reserve the right to apply a fee of €50 for every ½ hour of delay. Other additional costs or fees associated with the delay could apply (for ex. to cover the cost of staff train tickets, hotels or other new expenses related to the delay)
- Meeting time: it is not possible to arrange the delivery/collection one-half hour before sunset nor one-half hour after sunrise.
- Roof Rack: the Client authorizes Bikes Plus to charge the credit card they have on file, for all costs in case of damages to the roof rack during the rental period, comprehensive of labor, except in case the Client can demonstrate other's faults with evidence. In case of theft, the Client will be responsible for reimbursing Bikes Plus for the original purchase price of the roof rack, plus the cost of any accessories that were provided at the time of the rental.
- GPS: if the van has its own navigation system the client is responsible for any damages caused to it. Any expenses for repairing it shall be charged by the Lessor to the Client.
- Fuel: Client acknowledges that they have received the van with a full tank and will return the van at the end of the rental period also with a full tank. Failure to do so will result in a €25 handling fee and a €1.8 per liter charge for the total amount missing.

Art. 8 – Payment and Deposit

Payment is accepted by credit card only (Visa or Mastercard). The Client authorizes Cycle Europe to hold an amount of €600 from the credit card provided, as a security deposit for any damages that might occur to the vehicle during the rental period. This amount will be held within 2 working days from the rental starting date using the same credit card provided for payment of the rental fee. The van will be checked for damages at the start and at the end of the rental and the Client will be asked to sign a van damage log. When the Client returns the van, if there are no additional damages, the amount will be released back to the Client's credit card within 15 working days. In case of damages: - if the amount is less than €600 the Lessor will refund the difference and will send the Client an invoice for the actual amount of the damage; - if the amount is equal to €600 the Lessor will send the Client an invoice for that amount; - if the amount is over €600 the Lessor will debit the Client's credit card for the extra costs and will send the Client an invoice for the total amount.

Art. 9 – Vehicle maintenance and repairs

The Lessor, directly or through an authorised workshop, is expected to provide to the Client with the technical services required in the event of malfunctioning or breakdown of the vehicle, due to technical default or failure, without any liability on the part of the Lessor, its employees or its assistants for any damage, even if it has been caused by others. The Client shall refrain from using the rented vehicle if there are any signs of malfunctioning, in order to prevent the failure from becoming more serious or causing danger to the driver, to other people, animals or property. The Client, being in charge of the vehicle, is required to act promptly to check and preserve the good state of repair and maintenance of the vehicle. If the failure cannot be repaired, the Client shall act promptly and with due diligence to complete the return procedure of the broken down vehicle to the Lessor's premises or, alternatively, to the closest technical assistance centre authorised by the manufacturer of the rented car, or to any other site chosen by the Lessor, resorting to suitable roadside assistance support, if necessary.

Art. 10 - Work charged to the Client

The Client agrees to pay for minor maintenance work (topping oil, water in the cooling system, distilled water in the battery, repairing or replacing tyres in the event of punctures, breaking or cuts, etc.) and the relevant materials which shall be of the type required by the manufacturing companies. The Client also agrees to pay for the repair of failures or wear and tear due to negligence, inappropriate use or functional/structural overload of the vehicle.

Replacement cost for a lost van key (applies also to spare van key): €250

Art. 11 – Conditions of the vehicle when it is returned

The Client agrees to return the vehicle to the Lessor washed and clean (outside and inside), and in the same conditions in which it was delivered by the Lessor. If the vehicle should appear not to be clean inside and/or not to have been washed on the outside, the Lessor is entitled to charge the Client an amount up to €200 as contribution for washing and cleaning expenses. When the vehicle is returned, the fuel tank needs to have been filled (see paragraph "Fuel" above.)

The Client must park in a suitable parking area when returning the vehicle.

Art. 12 – Fines and penalties

The Client is responsible for any parking, speeding or other traffic tickets or fines that may incur while he/she is responsible for the van. These tickets may be given by an official on the spot or may arrive by mail up to 12 months after the return the vehicle. Upon presentation of the ticket with date and vehicle license plate number that proves the fine was received while the Client had the vehicle in their possession, the Client authorizes Bikes Plus to charge their credit card for the amount fined (plus €100 handling fee per fine) or will promptly provide an alternate means of payment to Bikes Plus. In the event of the vehicle being seized by the authorities, due to events attributable to the Client or to the Additional Driver, the Lessor shall pay an amount corresponding to the minimum daily rental fee, which shall in no case exceed the commercial value of the vehicle in question.

Art. 13 – Compliance with laws and regulations

The Client shall abide by all legal provisions and act with due diligence as regards driving the vehicle, being held exclusively accountable in respect of the Lessor and of third parties for any violation or infringement. It is strictly forbidden to the Client and to the Additional Driver to use the vehicle for improper transactions and illicit activities; this includes participating in races and speed trials or similar events, as well as the use on a race track or trial routes; driving without a licence, with a suspended or expired licence; driving under the influence of alcohol, other drugs or psychotropic substances.

Documents required to drive a vehicle in Italy: a valid driving license and an International Driving Permit as requested by Italian law. The Client must carry both your license and the IDP while driving in Italy. The Lessor requires each driver's scanned copies of the license and permit by email, when reservation is made.

Art. 14 – No false statements

The Client, being aware of the legal consequence of any false statements, attests to have provided to the Lessor the personal details required, and that the latter are correct and useful for personal and substantive identification; the said Client also confirms that all the documents delivered to the Lessor are originals, or copies thereof, and that they are valid.

Art. 15 – Termination of the agreement

This agreement may be terminated in advance, pursuant to article 1456 of the Italian Civil Code, by the Lessor in the event that the car is used inappropriately with regard to the provisions of this agreement, as well as in the event of insolvency, default, or other bankruptcy procedure on the Client's part. The said Client, in turn, is entitled to terminate this agreement in advance, pursuant to article 1456 of the Civil Code, in the event that the vehicle and/or the equipment stipulated in this agreement should prove to be unfit for use.

Art. 16 – Applicable law and jurisdiction

This agreement, of which these clauses are an integral part, is subject to Italian law and jurisdiction. The parties expressly agree that, with regard to anything which is not covered by this official document, reference is to be made to the laws and regulations concerning rental, road traffic and the Civil Code insofar as they are applicable. Any dispute which might arise in respect of the interpretation and performance of this agreement is subject to the exclusive jurisdiction of the Court in Forlì.

Place and date:

Read, approved and underwritten by

THE LESSOR

SIGNATURE

Pursuant to articles 1341 and ff. of the Civil Code, the Client declares to have carefully read, approved and accepted all the sections in this agreement, more specifically articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16.

THE CLIENT

SIGNATURE

PRIVACY POLICY

According to Lgs. D. 30 June 2003, no. 196 (Regulations on personal data protection), the Client, by signing below, attests to have been informed that any data provided by the said Client may be processed in accordance with the said regulations. The data controller, according to the Law, in this instance is . The said data shall be used to enter and execute car rental agreements, as well as for the creation of a database of customers for those purposes and to implement the international payment system standards agreed with the Lessor. The same data may be used by the said Lessor also in order to submit any claims in respect of the Client with regard to alleged violations of the highway code or other applicable regulations, as well as for payment of the relevant monetary fines by the Client in question. The data shall be processed using suitable instruments to guarantee safety and confidentiality of the latter. The transfer of data by the Client and the consent to their treatment are regarded as being granted voluntarily and necessarily functional to the starting and continuation of this contractual relation. In any case the Client is free to request, at any time, the updating, amending or erasing of personal data.

THE CLIENT

SIGNATURE