

1 E-BIKE RENTAL AGREEMENT

HELMET	[yes] [no]	BATTERY CHARGER	[yes] [no]
PADLOCK	[yes] [no]	WOMEN'S SADDLE	[yes] [no]
REPAIR KIT	[yes] [no]		

I, (UNDERSIGNED):

name: _____ surname: _____
 place of birth: _____ date of birth: ____/____/____
 address: _____
 town: _____
 post code: _____ county: _____ country: _____
 tel: _____ email: _____@_____
 type of document: _____
 N°: _____ expiry date: _____

Leases from Cooperativa di Comunità Davide Lazzaretti, P.Iva 01678790534

N° : ____ **FANTIC XF2 front suspension**

from: ____/____/____ to: ____/____/____
 for a total of _____ days
 TOTAL RENTAL PRICE € _____ taxes included.

CREDIT CARD: VISA – MASTERCARD –

credit card holder's name: _____
 credit card number: _____
 expiration date: ____/____/____ CVV/CVC/CIN: _____

NOTES ON THE RENTED E-BIKE / ANY DAMAGES ALREADY PRESENT:

Lost and damage charges accepted by signing this contract:

Tire puncture / chain repair on site €15
 Tire puncture / chain repair off-site €50 + €1 per km away from the collection point
 Damage / Lost helmet / Saddle / Padlock / Lights €30
 Damaged / Broken Display €100
 Broken / Loss of Battery Charger €150



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Damaged / Broken / Lost E-Bike Battery € 700

Damaged E-Bike Engine € 700

Damaged frame or other components, will be valued as per Manufacturer's Price List

Loss/theft of E-Bike as per Manufacturer's List discounted by 20%.

Recovery vehicle € 50 + € 1 per km distance from Albergo La Pietra Via XXIV Maggio 69A-B 58053 Roccalbegna, exclusively on asphalt roads. The transfer from any dirt road to the asphalt road will be at the customer's expenses.

THE CUSTOMER RENTING THE ABOVE DESCRIBED MEANS DECLARES

pursuant to and for the purposes of Articles 38 and 47 of Presidential Decree no. 445 of 28.12.2000 and aware of the consequences, including penalties provided in case of false declarations by Articles 75 and 76 of the same DPR, to have read the rental price list, services and charges for damages and the current regulations for the provision of the E-Bike rental service which constitutes, for all legal purposes, a user contract, the general contractual conditions of which they declare, in accordance with the current regulation, to know and accept, with particular reference to the consequences caused by the rental, in case of damage caused, during the use of the means, to themselves, to the rented E-Bike, to third parties and to things and the exoneration of the manager's responsibility, pursuant to art. 1341, paragraph 2, of the Codice Civile which are approved in writing at the time of signing this form to acknowledge that I am informed, pursuant to art.7 of Legislative Decree June 30, 2003, n.196 and subsequent amendments, that the personal data collected will be digitally processed, exclusively within the scope of the proceedings for which this agreement is submitted.

Signature _____

E-BIKE RENTAL REGULATIONS

The rental and use of E-Bike assume the knowledge and unconditional acceptance by the user of these regulations, rates, opening and closing times of Albergo La Pietra.

- 1) The user/customer declares that they pick up the E-Bike and all rented equipment in perfect working order and maintenance and that they have carefully checked it before pickup without time limits imposed by the renter and found it suitable for their intended use. Should the customer/user detect any damages on the E-Bike they intend to rent, they must report them to the renter and report them in the appropriate space in the contract form before using the E-Bike and before leaving the hotel.
- 2) In order to access the E-Bike rental service, the user must present in advance to the Davide Lazzaretti Community Cooperative P.iva 01678790534 the driver's license, or a valid ID and a non-rechargeable credit card, copies of these documents will be retained by the management until the end of the rental. As an alternative to the credit card deposit, a deposit of € 1,000.00 (one thousand) may be paid in cash or by pre-authorized credit card charge.
- 3) The use of the E-Bike presupposes the physical fitness and technical expertise of the person who intends to ride it. Therefore, by hiring the E-Bike, the user declares that they are suitably fit and competent, without reservation. In the case of use by minors, by signing this contract, the parent/guardian or guardian of the minor assumes all the responsibilities set out in this contract Codice Civile, and consequently authorizes the minor to use the E-Bike under the conditions set out in these regulations.
- 4) The E-Bike is to be used exclusively as a means of transport and is to be treated with care, common sense and diligence in order to avoid damage to it and its accessories. It is forbidden to use it for sporting competitions and to ride on dangerous roads. It is absolutely forbidden to hand it over for use to other parties.
- 5) The user is responsible for the E-Bike until it is returned to the operator; they are also responsible for the damages caused to themselves and to the E-Bike, to third parties, and properties while using the E-Bike. No compensation can be claimed from the hirer.
- 6) During the rental, the user is not covered by any form of insurance nor is the E-Bike covered by liability insurance. The user is obliged to comply with the rules of the Road Traffic Act and shall be personally liable for traffic offenses. The operator declines any form of liability in the event of improper use of the bike or non-compliance with the S.C.C. regulations.
- 7) The operator may carry out checks on users during the use of E-Bikes and may demand their return if he/she perceives conditions of improper use of the vehicle. The operator may refuse to rent to persons in a state of drunkenness or under the influence of drugs (pursuant to Articles 186-187 of the Highway Code) and for other reasons at the operator's own discretion.
- 8) In the event of the loss of keys, E-Bike accessories, or in the event of damage, the hirer shall charge the customer the sum necessary to restore the E-Bike to its original state. In the event of total theft, the user shall compensate the operator for the amount equal to the manufacturer's Retail Price List discounted by 20%, and in the event that the price list is not available, EUR 3,000 (three thousand) for each E-Bike.
- 9) The E-Bike must be returned to Albergo La Pietra Roccalbegna by 7.00 p.m. on the established day. The E-Bike is considered returned only if it is returned directly to the Manager with the countersignature of the return in this contract; the E-Bike is NOT considered returned if the E-Bike is parked outside the rental place during closing time. The NON-return of the E-Bike without prior notice or in any case not motivated by exceptional cases, shall be considered as an act of theft and therefore reported to the Police and Judicial Authority.
- 10) The User shall pay the relevant fee for the length of the rental agreement to the closure of the rental agreement, in addition to any charges for damage, total or partial theft.
- 11) In the event of theft of the E-Bike, the user shall present the Manager with a copy of the report filed with the competent authority and pay the amount equal to the value of the stolen E-Bike as per the manufacturer's price list discounted by 20% (see Art. 7), which shall be returned if the vehicle is found or recovered. For anything not mentioned herein, the relationship between the Parties shall be governed by the provisions of the Codice Civile. For any dispute arising between the Parties the competent court shall be that of Grosseto

collection date: _____ time: _____ place: _____

user signature: _____

signature for delivery/exit Cooperativa di Comunità Davide Lazzaretti: _____

E-Bike returned to site on: _____ at : _____

RETURNED

signature for receipt Cooperativa di Comunità Davide Lazzaretti: _____