

## CONTRACT FOR MOTORCYCLE HIRE WITHOUT DRIVER

### A) The SIGNEE (from hereon named the DRIVER):

Forename\_\_\_\_\_Surname\_\_\_\_\_  
Place of birth\_\_\_\_\_Date of birth\_\_/\_\_/\_\_\_\_Resident in  
Street\_\_\_\_\_House number\_\_\_\_City\_\_\_\_\_  
Zipcode\_\_\_\_\_County\_\_\_\_\_Country\_\_\_\_\_Cell.\_\_\_\_\_  
Driver's license number\_\_\_\_\_

Licence Category (A\_B\_C\_D\_E)

Licence issue date\_\_/\_\_/\_\_\_\_

Licence issue authority\_\_\_\_\_Licence expiry date\_\_/\_\_/\_\_\_\_

agrees to rent from the Chianti Family Rent of Andrea Poli (LESSOR) the following motorcycle:

Motorcycle manufacturer: Piaggio

Model: Vespa Primavera 125, licence plate number\_\_\_\_\_

Colour: White (property of Chianti Family Rent of Andrea Poli)

From\_\_/\_\_/\_\_\_\_to\_\_/\_\_/\_\_\_\_restitution hour\_\_\_\_\_for a total of days\_\_\_\_

Pick-up place\_\_\_\_\_restitution place\_\_\_\_\_

Total rent hire\_\_\_\_\_Euro VAT incl. Remaining payment\_\_\_\_\_

The rental price includes unlimited KM.

***The Motorcycle is rented out with a full fuel tank and is to be returned with a full fuel tank.***

***DEPOSIT PAID: Euro 1500,00 THROUGH WITHHOLDING WITH THE PAY BY LINK IN ACCORDANCE WITH THE LAW***

**Additional insurance of € 20 per vespa per day deposit € 800**

Membership: YES ☒ NO ☐

-Additional second helmet 5 € ☒ ☐

-Mobile phone holder for Vespa 3 € ☒ ☐

**The security deposit will be returned in full to the driver except as provided in item 'E' of this**

**contract.** The driver confirms that he is responsible for the motorcycle in question until it is returned to Chianti Family Rent, which delivery will be verified by receipt. The driver declares that he has a regular license to drive the motorcycle in question, and that the same is not revoked, expired or suspended. The driver declares that he will reimburse Chianti Family Rent the full amount of any damage caused to the motorcycle in question, by withholding the amount paid via **pay by link** at the time of collection of the vehicle or by cash deposit. The driver declares that he is aware of all risks associated with riding the subject motorcycle on both public and private roads.

Place: Tavarnelle V.P. Date\_\_/\_\_/\_\_\_\_

***The driver declares comprehension and acceptance of all clauses in this contract.***

Driver signature\_\_\_\_\_

Lessor signature and stamp\_\_\_\_\_

**B)** Chianti Family Rent of Andrea Poli, registered office in Barberino Tavarnelle, Via Spicciano, 40, zip code 50028, Italy. VAT acc. 07239290484. Cell: 3398979739 (from hereon named 'the lessor') agrees to provide the motorcycle described above for the period described above to the driver.

**C)** The driver certifies that the motorcycle is consigned to him in good condition and good maintenance, with a full fuel tank and RCA insurance (civil responsibility insurance) Regarding civil responsibility damages cover the driver declares, by signing the present contract, that he has read and verified the good condition of the vehicle and considers it suitable for the designated use.

**D) Damages caused to the vehicle will be charged to the driver except for third party damage.**

**The sum total of eventual damages it will be charged via pay by link paid at the time of rental by the tenant.**

**E) DAMAGE DEPOSIT:** on signing the present contract the Driver pays the sum of **Euro 1500,00** or **€ 800** if subscribed to the additional insurance of **€ 20** per day for vespa to the lessor as a damage deposit. Once the absence of damages to the vehicle has been

certified the deposit will be reimbursed if it was paid in cash upon restitution of the vehicle or, if the deposit subsequently released if paid through the **pay by link**. The deposit may be wholly or partially used to cover

eventual damages caused during the rental period and also to cover the expense of the damage estimate report. The deposit may be used to defray the expenses of lost key replacement or vehicle documents replacement or to cover damages to third persons as well as fire and theft.

The Driver commits to reimburse the Lessor for any damage for theft of the vehicle or parts of the vehicle not covered by the vehicle's insurance policy. Failure to pay the damage deposit will result in the annulment of the present contract and be attributed to the Driver. This failure will authorize the Lessor to of the total rental fee as a penalty and for any other reason not dependent on Chianti Family Rent. The Driver will pay or reimburse the Lessor this sum on demand of the Lessor.

**F)** Under the present agreement the herein described motorcycle is consigned to the Driver and will remain in his custody with the full consent of the Lessor. The Lessor reserves the right to annul the contract if he considers any of the articles herein to be violated and to demand immediate restitution of said vehicle in which case the Lessor agrees to reimburse the difference of the vehicle hire fee relative to the remaining unused hire period or retain said amount if damage to the motorcycle itself is found to be more valuable than the security deposit paid.

**G) General Conditions ( constituting an integral part of the Rental Agreement )**

**Art. 1**

The Chianti Family Rent of Andrea Poli (hereafter referred to as "Lessor") delivers to the Driver the vehicle described in this agreement, in excellent state of maintenance, fully functional and in the same condition it must be returned by the Driver to the Lessor at the end of the rental period. The Driver, by taking delivery of the vehicle, by signing the rental agreement and by specifically approving these general terms and conditions, declares that he has verified that the motorcycle is in good condition and suitable for the agreed use and that he is in possession of a valid European driving license or a valid non-European driving license to drive the motorcycle. The Driver determines not to provide false information about his personal details, age, address and the existence of the legal requirements for driving, expressly exonerating the Lessor from any prejudicial consequences that may arise to the latter in case of false statements.

**Art. 2**

**The Driver undertakes:**

- a. To drive the vehicle with the approved helmet worn , to carry the passenger only with the approved helmet worn , to guard the vehicle , together with the equipment provided, with the utmost diligence and in compliance with all legal regulations,
- b. To make sure that greasing, lubrication and brake oil are adequately supplied to ensure the operation and safety of the vehicle during the rental period, to use the motorcycle with care and prudence, not to subject it to high speeds and undue stress nor to use it in races and competitions . Any damage and breakdown suffered by the vehicle due to negligence, wilful misconduct and carelessness ( falls , accidents , dents ) will be considered the responsibility of the Driver .

c. **To directly provide for the payment of any fines and deduction of points during the rental period** by reimbursing the Lessor the relevant amount and the resulting costs (amounting to € 30

for each offense, in addition to the fine itself).

d. To indemnify the Lessor from any claim and / or request made by third parties for damages suffered by them and / or suffered by their property in any way attributable to this rental;

e. To reimburse the Lessor, upon presentation of an invoice, for any expenses, including legal expenses, that the Lessor may incur in order to obtain the fulfillment of pecuniary obligations owed for any reason, such as expenses for unpaid highway tolls; the Driver hereby consents to the charging of such amounts, plus associated legal fees, to his credit card;

f. It is understood that if, at the request of the Driver, the return of the vehicle and its keys has been authorized by the Lessor during the closing hours of his business, the rental will end on the date and time when the business reopens;

g. To return the vehicle in order and in the same condition as found at the time of rental. Any damage to the motorcycle will be noted on restitution of said vehicle and the corresponding cost of repair will be calculated and charged to the Driver.

h. The Driver acknowledges that he does not own any real right to the rented vehicle and accessories provided and, therefore, that he cannot dispose of it in any way .

### **Art. 3**

***The Driver undertakes to drive or use the vehicle personally and not to surrender it for free or in payment for any reason whatsoever to third parties:***

a). For transporting persons or things for payment

b) For pushing or pulling objects;

c). Under the influence of drugs, alcohol, intoxicants or any other substances capable of impairing the ability to understand and react;

d). In racing, competitions or speed trials;

e). For unlawful purposes

f). For driving in prohibited areas and in limited access or service areas of seaports or airports

g). By a person not nominated on the rental letter as the Driver;

h). By a person who has given the Lessor false information about his or her age, name, or address.

i). By an underaged person;

### **Art. 4**

The Driver agrees to indemnify the Lessor for any damage caused to the vehicle or its parts and accessories as well as to reimburse the administrative handling costs of any claim. The Driver agrees to report any accident, (even a very minor accident) within 12 hours of its occurrence during the hire period.

### **Art. 5**

If an accident occurs, the Driver undertakes to:

a. ***Immediately inform the Lessor*** by telephone at mobile number **+39 339 8979739**, to send him by E-MAIL ***chiantifamilyrent@gmail.com*** within 12 hours a complete detailed report on the form enclosed with the vehicle documents (CID form);

b. Inform the nearest Police authority;

c. Not make any statements of liability in case of uncertainty about the dynamics of the accident;

d. Take note of the names and addresses of the parties and witnesses;

e. Provide the Lessor with any other useful information;

f. Follow the instructions that the Lessor will provide regarding the custody or repairs of the vehicle.

### **Art 6**

The Driver agrees to indemnify the Lessor for any damage resulting from the theft of the vehicle or parts thereof , not covered by the insurance policy of the vehicle itself and to pay in full the security deposit retained on credit card .

### **Art. 7**

In case of loss or theft of only the key of the rented vehicle, the Driver undertakes to immediately report the fact to the police and to consign the original police report to the Lessor. The rental fee (calculated according to the rate established in the rental document) is also due for the days of non-use of the stationary vehicle. For the service of replacing the second key, the Driver shall pay the cost incurred by the Lessor, plus € 80.00. (eighty euros). If the Driver fails to deliver the original of the police report to the Lessor then after the vehicle return date indicated on the rental letter, the Lessor may regain physical possession of the vehicle in any

way, even against the will of the Driver, and the Driver shall be obliged to reimburse him for the expenses incurred as well as to pay the rental fee (calculated up to the date of recovery of the vehicle) and the cost of replacement of the second key.

**Art. 8**

The vehicle shall be returned without additional damage and equipped with all accessories, keys and documents existing at the time of consignment by the Lessor. Otherwise, the Driver agrees to pay one of the following penalties.:

Description	Charge	Penalty
Failure to Return Helmet	100 Euro	15 Euro
Contravention	Contravention fee	30 Euro
Failure to Refuel	Missing Litres	15 Euro
Technical damages appraisal	appraisal fee	100 Euro
Failure to Pay Parking	Parking fee	20 Euro
Loss of Key	250 Euro	80 Euro

**Art. 9**

The Driver undertakes to reconsign the vehicle at the place and by the date indicated on the rental document or in any case as soon as the Lessor requests it, with the same accessories and in the same condition in which he received it, save for normal wear and tear. If the vehicle is not returned to the Lessor on time the Driver shall reimburse the Lessor for each extra day of rental , in addition to all expenses incurred by the Lessor in regaining material possession of the vehicle, as well as lost earnings caused by the unavailability of the vehicle and compensation for any damages suffered.

**Art. 10**

The Driver who makes the payment of the agreed amount for this rental by credit card, authorises that all charges under these general terms and conditions, shall be made by the Lessor directly to the same credit card.

**Art. 11**

The Lessor may not be held liable to the Driver i.e. the driver of the motorcycle and/or his passengers, for damages of any kind suffered as a result of defective operation of the vehicle or traffic accidents. Likewise, the Lessor cannot be held liable for any kind of damage occurring as a result of theft, riots, wars, or force majeure. Any items that may be forgotten by the Driver on

the rented motorcycle shall be deemed to have been abandoned and the Lessor shall not be obligated to keep or return them.

**Art. 12**

The Lessor **DOES NOT AUTHORIZE the Driver to drive the motorcycle abroad .**

**Art. 13**

This rental agreement is governed by Italian law. All disputes arising in connection with the validity, interpretation, execution or termination of this Contract shall be referred to the exclusive jurisdiction of the Court of FLORENCE .

**Art. 13 a**

**LANGUAGE**

The text in Italian will prevail in case of conflict with the text translated into other languages.

**Art. 14**

No changes may be made to these Conditions without the consent of a representative of the Lessor with a suitable written power of attorney.

**Art. 15**

In case of late payment of sums owed, the interest rate determined by the European Bank plus three percentage points will be applied, for which regular invoice will be issued.

**Art. 16**

The invalidity of any provision of this contract will not result in the invalidity of the rental contract in its entirety.

**Art. 17****Attestation of consent on the processing of personal details in accordance with 675/96 ( Privacy Law )**

\*The Driver, having received the notice on the use of his personal details in accordance with Legislative Decree number 196 of 2003., gives his consent for the Lessor to communicate his personal details to the subjects and for the purposes 'necessary' indicated in the said notice; The processing of standard personal details and communications to the subjects and for the 'optional' purposes (sub b) indicated in the aforementioned notice (credit risk protection); The processing of common personal details and communications to the subjects and for the 'optional' purposes (sub c) indicated in the aforementioned notice (commercial initiatives); The processing of common personal details and communications to the subjects and for the 'necessary' purposes indicated in the aforementioned notice.

**Art. 18****Rental conditions:**

- **Daily and multi-day rates as per the table on the website [www.chiantifamilyrent.com](http://www.chiantifamilyrent.com)**
- **Prices inclusive of V.A.T. and liability insurance. - the Driver must hold a valid driver's license to drive the vehicle covered by this contract.**

**Art. 19**

- **Rental reservation** requires the payment of the rental price.

**Art. 20**

- **LIMITATIONS OF LIABILITY OF THE LESSOR** : Within the limits established by the regulations in force , the LESSOR (Chianti Family Rent ) shall not be held liable , and the DRIVER waives any claim against the LESSOR , for any damage suffered by himself or by third parties resulting from the use of the rented vehicle or for loss or damage to the property of the driver left in the vehicle , or for damage or inconvenience resulting from delay in the delivery of the rented vehicle , or from breakdowns , unforeseen events and any other cause beyond the control of Chianti Family Rent .

**Art. 21**

- **BREAKDOWN OF THE MOTORCYCLE** : In case of technical failure of the rented vehicle not attributable to the driver, and which precludes the possibility of use of the vehicle , the LESSOR will provide if possible the replacement of the vehicle with a similar one . If this is not possible the lessor will reimburse the driver for the unused part of the rental period already paid. Any tyre punctures must be repaired at the expense of the driver , and it is **OBLIGATORY to SIGNAL** to Chianti Family Rent the puncture for obvious reasons of safety of the vehicle . Abandoning the vehicle and leaving Italy implies the obligation of the driver to reimburse all direct and indirect expenses necessary to recover the vehicle.

**Art. 22**

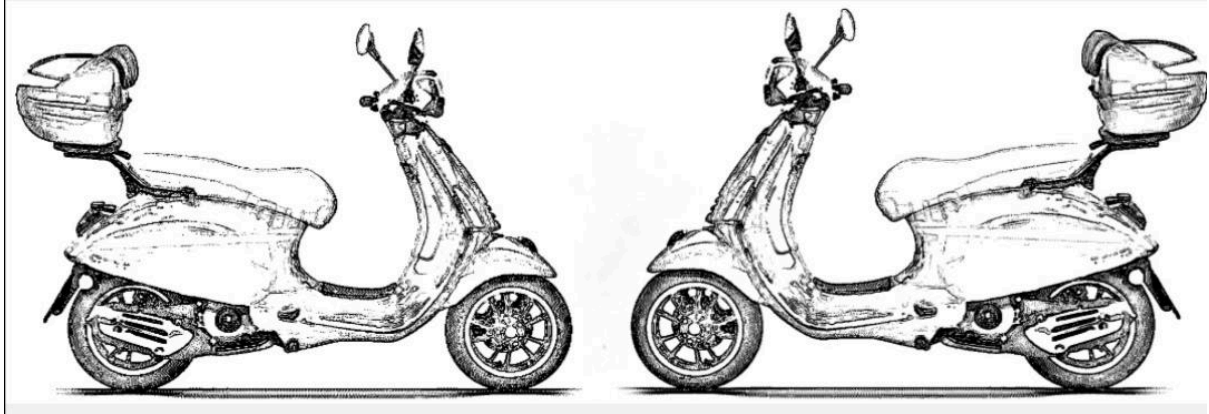
- **SEQUESTRATION OF THE VEHICLE** : In case of confiscation of the motorcycle by a judicial authority for causes to be attributed to the driver, Chianti Family Rent will charge the driver the daily rental cost calculated in this contract , until the release of the vehicle , with a ceiling equal to the replacement value of the vehicle on the date of expiry of the rental period agreed . In the event that this ceiling is reached Chianti Family Rent , after collecting the full payment of the amount provided , will proceed to the transfer of ownership of the impounded/confiscated vehicle in favor of the driver. Pursuant to and in accordance with Art.1341-1342 C.C., I declare that I have carefully read and specifically approve the clauses in Articles: E- F- G 1, 3, 4, 9, 10, 11, 13, 14, 15 and 17.20, 21 and 22.

**Art. 23**

- **Privacy Policy Text** : According to art.13 of D. Lgs 196/2003 Chianti Family Rent informs you that your personal details and other information provided will be used only and exclusively by Chianti Family Rent for commercial purposes and promotion of its vehicle rental activities, in accordance with the principles of privacy protection established by D.Lgs 196/2003 and will be kept for a period of time not exceeding that necessary for the purpose for which they were collected .

## VEHICLE STATUS CHECK SCHEME

PIAGGIO PRIMAVERA 125 licence plate number \_\_\_\_\_



Right

Left

*State at the time of collection/departure/start*

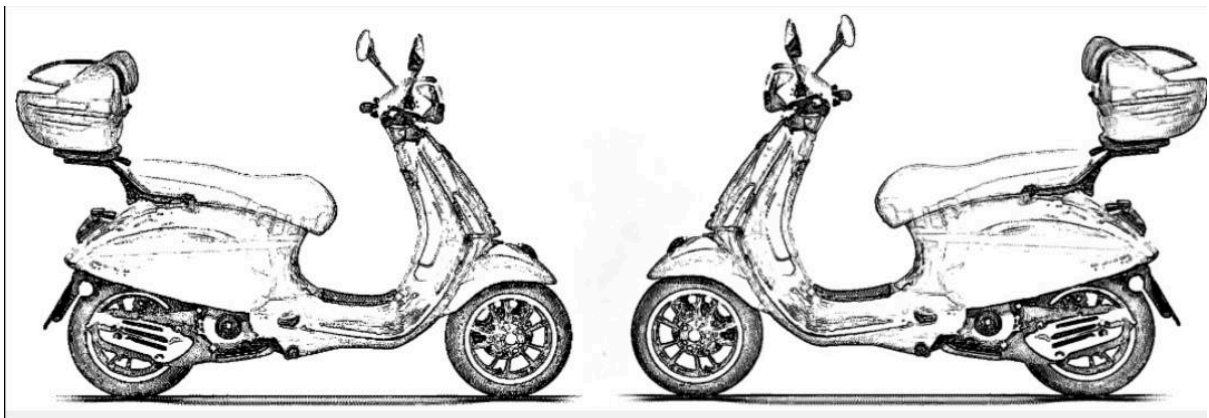
Damage found

\_\_\_\_\_

Driver's signature \_\_\_\_\_

Lessor signature (Chianti Family Rent) \_\_\_\_\_

**STATE OF THE RENTAL VEHICLE AT THE TIME OF RETURN**



Right

Left

Damage found at the time of return \_\_\_\_\_

Total € \_\_\_\_\_ Withheld from the deposit for \_\_\_\_\_

Driver's signature \_\_\_\_\_

Lessor Signature (Chianti Family Rent) \_\_\_\_\_