

SCOOTER RENTAL CONTRACT

N. _____ /2012

BETWEEN

“TUTTOCOSTIERA SAS di Paolo Sorrentino & C.”, with registered office in Ravello (SA), in via Giovanni XXIII n° 19, P.IVA 05003700654 (here below indicated as “hirer”)

AND

Mr. _____ Born in _____ on _____ Tel _____

Resident in _____ Driving License n. _____ issued by _____

- Attached documents copies -

CREDIT CARD* _____ **EXPIRY DATE** _____ / _____ (here below indicated as “customer”)

* we will use credit card details to charge of incidental tickets, penalty, trial costs or costs for recovery of a credit, deriving from the use of the vehicle during the rental.

AGREE AND STIPULATE THE HIRING CONTRACT FOR THE FOLLOWING VEHICLE: BRAND/MODEL “**KYMKO AGILITY**” NUMBERPLATE _____

DELIVERY DATE AND TIME _____ RETURN DATE AND TIME _____

TARIFF: € _____ PAYMENT: _____

The parties by mutual consent agree and stipulate that the Hiring will be ruled by the following TERMS AND CONDITIONS:

1) PERSONAL DATA AND DRIVING LICENSE

The customer declares to not provide false information about his personal particulars, age, address and driving requisites, expressly exonerating the hirer from any prejudicial consequence in case of false. The customer must be owner of a valid driving license to drive the rent vehicle, as he is subject to law restrictions and measures by administrative or legal authorities. In case of a customer coming from extra UE countries it will be mandatory to exhibit the international driving license, if the origin country is signatory of one of the driving concerning Conventions joint by Italian State, which are Geneva Convention of 1949 or Wien Convention 1968. Citizens of non-signatories (both Conventions) countries may drive in Italy only if in possession of their own national driving license and a translated copy is required in the Italian Embassy of the origin country or embassies or consulates of their own country in Italy.

2) VEHICLE DELIVERY

Scoters are committed to the customer with filled up fuel, provided of all accessories (crash-helmet, anti-theft device) and circulation documents of which he becomes keeper in every respect. The vehicle is committed in perfect conditions, without faults, in the condition shown in the picture attached to the present contract and the customer with his subscription declares to have inspected it, to have verify its perfect conditions and to consider it suitable for the use. With the present agreement only the custody of the vehicle is transferred to the customer, its possession is under full availability of the Hirer. The customer acknowledges not to be holder of any real right on the rented vehicle and its accessories and not to dispose of them in any way.

3) USE'S CONDITIONS

Only the customer is authorized to drive the scooter, therefore he assumes any risks and responsibility in case of vehicle driving commitment to third persons and also for other legal purposes of art. 116 paragraph XII of the highway code referring to the commitment to persons unprovided with driving license. It's absolutely forbidden to sublease the vehicle to third persons in the same way. Moreover, the customer can not in any case use or allow the use: (a) to transport goods or people for commercial purpose; (b) to push or to haul vehicles, trailers or other things; (c) under effect of alcohol, drugs, hallucinogenics or all substances able to diminish the consciousness and vigilance; (d) for any purposes against the law. The customer must use all antitheft devices of the vehicle every time it is parked or left unguarded. The customer assumes the duty not to refuel the rent vehicle with fuel different from the provided one; not to provide repairs directly or from third party without the hirer's approval; to substitute at his expense, in case of punctures, the damaged tyres. It is forbidden to return the vehicle with repaired tyres.

Rates included unlimited mileage

4) RULES OF THE PRESENT HIGHWAY CODE.

The customer declares to know all the regulations in force in the highway code. In any case, *ad abundantiam*, the hirer has informed the customer about the main regulations, particularly on the use of crash-helmet, speed limits and the consequences of their non-observance.

5) INSURANCE

“TUTTOCOSTIERA SAS” has provided to the customer a copy of the assurance contract (Annex A), therefore the customer declares to know, accept and commit his self to respect the conditions provided in the insurance policy. The hired vehicle is covered from insurance about the civil responsibility.

6) RESPONSABILITY'S RESTRICTIONS OF “TUTTOCOSTIERA SAS”

Within legal limits, the hirer cannot be considered responsible and the customer resigns for himself and his heirs or people having case to gain any claim towards the hirer for any damages undergone by the customer or third persons following from the use of the rented vehicle o from the loss or damage to things belonging to the customer or third people left in or on the vehicle.

7) ACCIDENTS

In case of accident, the Customer undertakes to:

- a. Immediately inform by telephone the Hirer to transmit him within the following 24 hrs a detailed and complete report on the form attached to the vehicle's (CID model);
- b. Inform the closest police authority;
- c. Not release any declarations of responsibility in case of doubt about the dynamics of the accident;
- d. Note names and addresses of parts and witnesses;
- e. Provide to the Hirer any useful information;
- f. Follow instructions provided by the Hirer about custody and repairs of the vehicle.

8) RETURN OF THE VEHICLE AND RESPONSABILITY FOR DAMAGES OF THE CUSTOMER

The customer undertakes to return the vehicle and its accessories at the agreed date and time between hirer and customer before the rent, in the same delivery conditions, therefore he undertakes to restore any deficits and repay all caused damages too. **The Customer undertakes the duty to repay the damages deriving from refurbishment of a fuel different the one used for the rent vehicle, and damages deriving from repairs done and/or make done directly from the Customer without the allowance of the Hirer, it means deriving from the flow of the vehicle in spite of damages and/or damaged or repaired tyres.**

The customer will be considered directly responsible in case of theft and/ or fire of the rent vehicle.

9) CHARGES

The Customer has to pay or reimburse the Hirer, when the Hirer requests for it, the amount:

I. Of charges of incidental tickets, penalty, trial costs or costs for recovery of a credit, deriving from the use of the vehicle during the rental. In this case the Hirer will send by registered mail a/r the invoice with attached documents (a copy of the ticket and Hiring Contract) to the Customer. The customer, in case the hirer didn't charge the credit card, must provide for the payment within 10 days from the its receipt.

II. Of the charge, in case of administrative seizure, of the daily price increased of 25%, for every single day the vehicle has to be seized.

10) PENALTIES

LOSS:

- Keys.....€ 50,00
- Registration Documents.....€ 350,00
- Crash-Helmet.....€ 45,00
- Antitheft.....€ 30,00

RETURN OF THE VEHICLE WITHOUT FILLED UP FUEL€ 20,00

NON- RETURN AT THE APPOINTED TIME:

- After one hour delay.....price of one day;
- After one day delay.....daily price increased 15% of every day of the first week;

from the first day of the second week the daily price increased of 25% must be paid.

11) PLACE OF JURISDICTION

For any controversy that could arise referring to the previously mentioned contract the place of jurisdiction is Salerno.

12) Language

In case of controversy the Italian Language contract will prevail against the other languages translations.

Ravello,_____

Customer:_____

In accordance with art. 1341 and 1342 c.c. the Customer specifically declares to have read and to approve the agreements and conditions mentioned in the passages 1-2-3-4-5-6-7-8-9-10-11-12 of the present contract.

Customer:_____

In accordance with Art. 13 D. Lgs. 30 June 2003 n. 196, the Customer has to be informed that the owner and person in charge for the processing of the personal data is Paolo Sorrentino, as legally authorized representative "TUTTOCOSTIERA SAS" with registered office in Ravello (SA), via Giovanni XXIII, 19. That being stated, the Customer specifically declares to authorize the processing of data concerning him, including their communication and circulation to third parts only for purposes related to the execution of the activities of "TUTTOCOSTIERA SAS". The present is valid for all collected data, till worded revocation of the data's owner

Customer:_____

NOTES: _____

