

## **E-BIKE RENTAL AGREEMENT**

The undersigned \_\_\_\_\_ born  
to \_\_\_\_\_ the \_\_\_\_\_ citizenship \_\_\_\_\_  
resident in \_\_\_\_\_ in Via \_\_\_\_\_ n° \_\_\_\_\_  
tel. \_\_\_\_\_ e-mail \_\_\_\_\_  
identity document:  
type \_\_\_\_\_ n° \_\_\_\_\_  
issued by \_\_\_\_\_ on \_\_\_\_\_  
rents from CHIANTI FAMILY  
RENT BY ANDREA POLI, the bicycle  
\_\_\_\_\_ from \_\_\_\_\_  
of \_\_\_\_\_ at the hours of \_\_\_\_\_ of \_\_\_\_\_ for total calendar days: N° \_\_\_\_\_ place of bicycle  
collection \_\_\_\_\_  
Return of the bicycle to: \_\_\_\_\_ total rental price: € \_\_\_\_\_ VAT included

DEPOSIT PAID: **€300.00** THROUGH WITHHOLDING WITH THE **PAY BY LINK** IN  
ACCORDANCE WITH THE LAW

- helmet €5

- Mobile phone holder €3

for your own use

for your minor child

born on \_\_\_\_\_ in \_\_\_\_\_

### DECLARE TO THIS END:

pursuant to and for the purposes of articles 38 and 47 of Presidential Decree 28.12.2000 n.445 and aware of the consequences, including criminal ones, foreseen in case of false declarations of articles 75 and 76 of the same Presidential Decree: that I have read the current regulation for the provision of the bicycle rental service, which constitutes, for all legal purposes, a user contract, the general contractual conditions of which I declare, pursuant to current regulations, to know and accept, with particular reference to the consequences incumbent on the renter in the event of damage caused, during the use of the vehicle, to himself, to the rented bicycle, to third parties and to things and to the exoneration of the manager's liability, pursuant to art. 1341 , paragraph 2, of the civil code, are approved in writing upon signing this request form. to be informed that, pursuant to art.7 of Legislative Decree 30 June 2003, n.196 and subsequent amendments, that the personal data collected will be processed, also with IT tools, exclusively within the scope of the proceedings for which this request is presented.

THE APPLICANT

THE RENTER

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Place and date \_\_\_\_\_

## ***Vehicle check diagram***

Ok Damage found upon collection/departure

As per PHOTO

Signature \_\_\_\_\_



Damage found upon return \_\_\_\_\_

Signature \_\_\_\_\_

### **General rental conditions**

The rental of bicycles and accessories at **CHIANTI FAMILY RENT DI ANDREA POLI** (hereinafter "Renter") is governed by these conditions general rental terms, from the Contract stipulated on bicycle rental and from the Official Price List.

#### 1. Who can use the service:

1.1 To obtain the rental of a bicycle with respective accessories, the customer must deliver a valid identity document.

The "Customer" (renter) who will be an authorized driver to drive the rented vehicle must comply with the formalities of identification and qualification required by the "Lessor". The driver of the vehicle undertakes not to provide false information on their personal details, their age, their address.

1.2. The use of bicycles is reserved for adults, unless the minor is accompanied by an adult who assumes full responsibility for any damage caused to third parties by the minor or suffered by the minor himself.

1.3 The person in charge of the facility may refuse the rental of the bicycle to a person who is not deemed capable of riding it in accordance with the Road safety law or for any other reasoned reason.

#### 2. How to request the service:

2.1 The customer must present himself at the office during the opening hours, deliver a valid identity document, agree with the representative of the renter all the characteristics of the rental, stipulate the contract on the rental of the bicycle. In the case of request by several parties, the form can be completed by the renter who must however provide the renter with all the date identifiers relating to all renters.

2.2. The user (renter) and the person in charge of the structure (renter) assigned to the service at the time of delivery bicycle will check the functional status of the same and accessories. Taking delivery of the bicycle or accessories the user recognizes it as mechanically efficient or is informed of any admissible and minor fault in the event that the latter is due to ordinary wear of the bicycle (accessories) and does not constitute a danger for driving of the bicycle. The user is required to notify the renter of any failure of the bicycle and accessories if he notices it immediately after taking over and, however, before leaving the renter's premises.

2.3 The user (renter) who has borrowed the bicycle and accessories in good condition and mechanically efficient undertakes to return them in the same conditions (taking into account the permissible wear, such as the mud present on the bicycle). The user (renter) may, by agreement with the rental facility, deliver the bicycle to another place, behind payment based on distance from the office.

2.4 The user undertakes to return the bicycle and accessories within the time limits indicated in the Rental Agreement.

2.5 The user with a non-functional bicycle or one who has suffered damage during the journey can change his vehicle for another functioning by promptly contacting the facility where you used the service. In this regard it must immediately inform the renter of the reasons that caused the damage to the bicycle. The rental agreement provides for any replacement of the bicycle or accessories, subject to availability, with one of the means available at the time of the renter, even if different in technical characteristics. In the event that the renter does not have a replacement bicycle (accessories) is not required to reimburse the user (the hirer) if there are less than 2 hours before the rental expires. The lessee takes into account of the rules indicated in this point in the event that the returned bicycle or the accessories have not been damaged due to negligent behavior of the user (of the renter).

2.6 Upon return of the bicycle or / and accessories, the hirer and the hirer ascertain any damage on the objects taken in loan and repaid. If the user (the hirer) does not agree with the hirer's findings, the hirer has the right to act in accordance with these General Conditions, in particular those concerning the payment of compensation and the bail.

2.7 When picking up the rental bike, it is absolutely necessary that the customer presents a credit card international, not prepaid and in its own name. The reason a credit card is required is that the local renter, will block an amount on the card as a security deposit. The amount is not withdrawn, but only blocked. The moment the customer returns the bicycle without damage, the deposit is released. The amount of the deposit varies by company rental up to the amount of the theft deductible. Without a credit card in the renter's name, the renter will can refuse to deliver the bike.

#### 3. Terms and conditions of use

3.1 The rental of the bicycle and accessories is shown on the price list displayed at the rental point and on the site **[WWW.CHIANTIFAMILYRENT.COM](http://WWW.CHIANTIFAMILYRENT.COM)**

3.2 The bicycle is to be used exclusively under one's own responsibility, solely as a means of transport and according to the procedures envisaged for those who carry out a recreational and sporting activity. The bicycle and accessories are rented and are to be used and to be treated with care, common sense and diligence.

3.3 It is forbidden to use the bicycle in sporting events or to carry out commercial activities. It is possible to transfer it for use to other subjects. It is forbidden to use the bicycle for the transport of dangerous substances, illegal goods, people or goods for a fee, it cannot be driven under the influence of alcohol, sedatives, sleeping pills or other substances that may affect the driving ability of the driver or any other such abuse.

3.4 The user must comply with the instructions for use and the current rules of the highway code. The renter who is the facility at the who has used the bicycle and accessories rental service decline any responsibility (e.g. damages or penalties pecuniary) in case of improper use of the vehicle and failure to comply with the rules of the highway code by the user (of the charterer).

3.5 The use of the bicycle presupposes the physical fitness of those who intend to ride it. Therefore the user (the hirer), by stipulating the rental agreement and other documents, assumes all responsibility by declaring to be equipped with adequate

physical capacity e intellect to drive and manage the bicycle and thus assuming all responsibility for any damage caused by his insufficient capacity.

3.6 In the event of a delay in returning the bicycle or accessories borrowed, a contractual penalty will be charged for each hour of delay based on the price established by the current price list increased by 15%.

3.7 The renter must not leave the bicycle unlocked or unattended until it has been returned to renter.

3.8 To confirm the reservation, payment of 100% of the amount is required.

3.9 Cancellations. In case of cancellation of bookings made within the 8th day before the rental start date the advance paid will be returned in full, net of a transfer fee (5% of the entire amount); the whole amount will instead be withheld for cancellations in the last 7 days.

4. Renter's liability for damages:

4.1 During the rental the user is responsible for any event or damage caused to himself, to third parties, to things while using the vehicle of the renter or accessories.

4.2 In the event of damage and / or breakages caused to the rented vehicle or accessories not attributable to normal use of the same, the user will have to pay immediately to the rental structure, the damages caused which will be quantified by the staff of the structure where the bike was rented at the time of return of the vehicle. The user is therefore responsible for any damage caused while using the vehicle to himself, to third parties, to things and to the bicycle and accessories. The landlord cannot be asked for any form of compensation. The repair costs can be found in the price list.

4.3 In case of theft of the bicycle, failure to return it or irreparable damage to it, the user must compensate the damage with the sum corresponding to the current list price of the bicycles or components (as per the displayed price list). Bicycle theft must be immediately reported by the user to the hirer or / and the Police.

4.4 Failure to return the bicycle (or accessories) within 24 hours of the agreed return time will be considered as theft. The hirer has the right to inform the Police and other competent bodies.

4.5 If the bicycle or accessories or both are stolen or if the bicycle and accessories are damaged in a traffic accident reported by the Police, the User must present to the facility, where he / she used the service, copy of the theft report presented to the competent judicial offices and within five days from the date of the theft pay as title security a sum, equal to the list price of the bicycle and of the other items object of the theft, taking into account the wear and tear of the bicycle and accessories until the time of delivery of the latter to the renter, which will be returned only in the case of recovery / finding of the vehicle. Otherwise the sum will be withheld as compensation for the damage.

5. Termination clause:

5.1 The breach by the renter of even one of the provisions of these General Rental Conditions, the contract stipulated on the rental of the bicycle, the rental letter or the take-over report will legitimize the renter upon termination of the contract with immediate effect and upon collection of the bicycle or accessories loaned to the charterer. By entering into the rental contract, the hirer expressly agrees with the impossibility of submitting a complaint against the renter's decision referred to in the previous paragraph. The lessee can exercise the rights relevant to it.

5.2 The hirer may withdraw from the contract at any time and return the bicycle (accessories) to the hirer if there is bicycle or accessories have a material failure that does not allow their safe and undisturbed use, and the hirer does not have a bicycle or replacement accessories. In this case, the renter returns the amount paid for the rental and any other supplements related to the period of time in which the user was unable to use the bicycle (accessories).

6. Jurisdiction: The Italian laws apply for disputes arising from these General Rental Conditions, the Contract stipulated on the bicycle rental and the price list