

# LarioVagando Como Lake Vespa Rental

## DRIVELESS MOTORCYCLE RENTAL AGREEMENT

THE UNDERSIGNET (hereinafter referred to as the DRIVER):

Name: ..... Surname: .....

Place of birth: ..... Date of birth: ..... / ..... / .....

Address: ..... N° .....

City: ..... CAP: .....

Nation: .....

Phone: ..... Cell.: .....

E-Mail: .....@.....

License N°: ..... Category: (A-B-C-D-E) .....

Released in date: ..... / ..... / ..... By: .....

Validity: ..... / ..... / .....

Rent the following vehicle from LARIOVAGANDO (LESSOR):

Model: Vespa 50 Primavera Brand: Piaggio

Plate: ..... Colour: .....  
(owned by LARIOVAGANDO)

From the day: ..... / ..... / ..... Per day: ..... / ..... / .....

Delivery at: ..... By total number of solar days: N° .....

Vespa pick-up location: .....

Vespa return location: .....

Total rental price: € ..... (VAT included)

The rental price includes: **unlimited mileage, 2 helmets, top case.**

**Vespa delivered with a full tank of petrol**

Deposit paid: **€ 400.00** via credit card hold (**NOT PREPAID**)

Headed to: .....

Number: ..... Expiration date: ..... /.....

The deposit will be refunded in full to the renter, except as provided in point "E" of this contract. The renter confirms that he or she will be responsible for the motorcycle in question until it is returned to LARIOVAGANDO, which will be certified by a receipt.

The renter declares that he or she holds a valid license to operate the motorcycle, and that it has not been revoked, expired, or suspended. The renter agrees to reimburse LARIOVAGANDO for the full amount of any damage caused to the motorcycle, via a credit card charge.

The driver declares to be aware of all the risks associated with driving the moped in question on both public and private roads.

Place: .....

Date: ..... /..... /.....

**The driver declares that he has understood and accepted all the clauses of the contract.**

For acceptance Sign THE DRIVER .....

The Lessor (LARIOVAGANDO) Sign and stamp .....

**LARIOVAGANDO** with registered office in Pognana Lario (CO) via G. Matteotti 46, Postcode 22020 – Italy - VAT number 04305310130 Tel. 0039 3289174511 (hereinafter referred to as “The Lessor”) makes the motorcycle in question described above available to the Lessee for the agreed period.

**A)** The driver certifies that the motorcycle is delivered to him in excellent condition, regularly maintained, with a full tank of petrol and insurance:

Insurance policy n° ..... Insurance Company: .....

FOR DAMAGE COVERAGE and declares by signing this agreement that he/she has viewed it, verified its excellent condition and considers it suitable for the intended use.

**B)** Any damage caused to the vehicle will be charged to the renter, except for third-party liability. The total amount of any damage will be charged to the renter's credit card, which the renter expressly accepts.

**C) SECURITY DEPOSIT:** The Lessee pays the Lessor, upon signing this contract, the sum of €400.00 as a security deposit. This sum will be returned to the Lessee upon return of the motorcycle, provided that no defects or damages have been found to have occurred if paid in cash, or will be automatically released after a period of approximately 15-20 days if held by a credit card with a pre-authorization procedure. The deposit may be used in full or in part to cover any damage caused during the rental period, plus the cost of the damage assessment. The deposit may be used to cover expenses in the event of loss of keys, failure to return or damage to helmets or vehicle registration documents, or to cover damage to third parties, as well as theft or fire of the vehicle. The Lessee agrees to compensate the Lessor for any damage resulting from theft of the vehicle or parts thereof not covered by the vehicle insurance policy. Failure to pay the deposit will result in termination of the rental agreement due to the Lessee's fault and will authorize the Lessor to retain 20% of the amount already paid for the entire rental as a penalty.

**D)** This agreement transfers to the Lessee only the possession of the motorcycle referred to on page 1, while the Lessor retains full ownership of the motorcycle. The Lessor reserves the right to terminate the contract in the event of violations of the articles of this contract, at its sole discretion, and to request the immediate return of the motorcycle from the Lessee. In this case, the Lessor will refund only the difference in the rental price for the period of unused use, or will retain this amount if damage to the motorcycle is found to exceed the deposit paid.

**E) General Conditions** (They form an integral part of the Rental Agreement).

#### **Art. 1**

The Lessor will deliver to the Lessee the vehicle best identified on the front of this agreement, in excellent condition, perfectly functioning and in the same conditions which the Lessee must return to the Lessor at the end of the rental period.

By taking delivery of the vehicle, the Driver, by signing the rental agreement and specifically approving these general conditions, declares that he has verified that the moped is in good condition and suitable for the agreed use and that he is in possession of a valid European driving licence or a non-European driving licence (international driving licence) valid for driving the moped. The Tenant undertakes not to provide false information regarding his/her personal details, age, address, or the existence of the legal requirements for driving, expressly exonerating the Lessor from any prejudicial consequences that may arise for the latter in the event of false declarations.

The Lessee declares to be familiar with the traffic laws, to possess technical expertise, adequate physical ability, and appropriate competence in the use and operation of the rental property, and to have read and accepted the aforementioned conditions.

The minimum age for renting mopeds is 18.

The Tenant expressly indemnifies the Lessor for any damage caused to themselves or third parties, as well as from any liability arising from the custody and vehicle circulation of the leased property. The Lessor is therefore exempt from any liability for material or other damage to persons and/or property caused by the Tenant and/or third parties. In the event of an accident, the Tenant must immediately report the incident to the competent authorities and notify the Lessor immediately. The Tenant assumes full responsibility for all penalties imposed during the term of the agreement for improper use of the rental property.

## **Art. 2**

The Tenant undertakes:

- a)** To drive the vehicle with an approved helmet on, to carry the passenger only with an approved helmet on, to store the vehicle, together with the equipment provided, with the utmost diligence and in compliance with all legal provisions;
- b)** Use the moped with care and caution, and avoid subjecting it to high speeds and stresses, or using it in races and competitions. Any damage or malfunction suffered by the moped due to negligence, intent, or carelessness (falls, accidents, dents) will be the responsibility of the Renter;
- c)** To directly pay any fines and points deducted during the rental period, reimbursing the Lessor for the relevant amount and any resulting expenses;
- d)** To releases from any liability the Lessor from any claim and/or request made by third parties for damages suffered by them and/or suffered by goods owned by them 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 himself would have to sustain to obtain the fulfillment of pecuniary obligations due for any reason, for example the costs of unpaid motorway tolls, the Tenant hereby consents to the debit of such amounts, increased by his own ancillary legal expenses, to the credit card;
- f)** It is understood that if, at the Tenant's request, the return of the vehicle and its keys has been authorized by the Lessor during the business's closing hours, the rental will end on the date and time the business reopens but will incur a charge of €50.00 (equal to half the daily rate);
- g)** To return the vehicle in the same order and condition as found at the time of rental. Any damage to the motorcycle will be noted upon return and the relevant repair costs owed by the Renter will be calculated;
- h)** The Driver acknowledges that he/she does not have any real rights over the rented vehicle and the accessories supplied and, therefore, cannot dispose of them in any way;

## **Art. 3**

The Tenant undertakes to:

- a)** Drive or use the vehicle personally and not transfer its use to third parties, free of charge or for a fee, under any circumstances;
- b)** Do not transport people or goods for a fee;
- c)** Do not push or tow objects;
- d)** Do not drive under the influence of drugs, narcotics, alcohol, or intoxicants, or other substances that may impair the ability to understand and react;
- e)** Do not drive in races, competitions, or speed tests;
- f)** Not use the vehicle for unlawfull purposes;
- g)** Do not drive in restricted areas (Limited Traffic Zone) and in access or service areas of port or airport areas with limited traffic;
- h)** Do not allow anyone not listed as the driver in the rental agreement to drive;

## **Art. 4**

The Lessee agrees to compensate the Lessor for any damage caused to the vehicle or its parts and accessories, as well as reimburse the administrative costs of the accident. The Lessee agrees to report any accident (even minor) occurring during the moped rental period within 12 hours of the event by written notification via email to [lariovagando@pec.it](mailto:lariovagando@pec.it).

#### Art. 5

In the event of an accident, the Lessee undertakes to:

- a) Immediately notify the Lessor by telephone at +39 3289174511, and send a detailed report by email to lariovagando@pec.it within 12 hours using the form included in the vehicle documents (CID form);
- b) Inform the nearest police authority;
- c) Do not make any declarations of liability if you are unsure of the circumstances of the accident;
- d) Record the names and addresses of all parties and witnesses;
- e) Provide the Lessor with any other useful information;
- f) Follow the Lessor's instructions regarding vehicle storage or repairs.

#### Art. 6

The Tenant undertakes to compensate the Lessor for any damage resulting from the theft of the vehicle or parts thereof, not covered by the vehicle's insurance policy and to pay in full the value of the deposit held on the credit card.

#### Art. 7

In the event of loss or theft of only the keys to the rental vehicle, the Lessee undertakes to immediately report the incident to the competent authorities and to provide the original report to the Lessor. The rental fee (calculated based on the rate established in the rental agreement) is also due for the days the vehicle is not used. If the Lessee fails to provide the original report to the Lessor, the Lessor, after the vehicle return date indicated on the rental agreement, may regain physical possession of the vehicle by any means, even against the Lessee's will. The Lessee will be required to reimburse the Lessee for any expenses incurred, as well as the rental fee (calculated up to the date of vehicle recovery) and the cost of replacing the second key.

#### Art. 8

The vehicle must be returned without additional damage and with all accessories, keys, and documents present upon delivery by the Lessee. Otherwise, the Customer agrees to pay one of the following penalties.

- a) Failure to return or damage to the helmet - **€150.00**
- b) Traffic fines - **fine amount + penalty €15.00**
- c) Technical assessment for damage calculation - **amount of the assessment + penalty €100.00**
- d) Failure to pay for parking - **Fine + penalty of €15.00**
- e) Loss of key - **costs for any recovery + €150.00**
- f) Loss of documents or license plate - **penalty for missed rental days + €250.00**
- g) Failure to use the vehicle attributable to the driver - **penalty for the days of missed rental + €400.00 deposit**

#### Art. 9

The Lessee undertakes to return the vehicle to the location and by the date indicated on the rental agreement, or as soon as the Lessor requests, with the same accessories and in the same condition in which it was received, normal wear and tear excepted. If the vehicle is not returned to the Lessor by this date, the Lessee shall reimburse the Lessor for each additional rental day, as well as all expenses incurred by the Lessor to regain physical possession of the vehicle, as well as any lost earnings resulting from the vehicle's unavailability, and compensation for any damages suffered.

**Art. 10**

The Tenant who pays the agreed amount for this rental by credit card authorizes all charges provided for in these general terms and conditions to be made by the Lessor directly via the same credit card.

**Art. 11**

The Lessor cannot be held liable to the Lessee, the driver of the vehicle, and/or its passengers for any damages of any kind incurred by them due to vehicle malfunctions or road accidents. Likewise, the Lessor cannot be held liable for any type of damage resulting from theft, riots, wars, natural events, force majeure, or unforeseeable circumstances. Any items left by the Lessee in the rental vehicle will be considered abandoned, and the Lessor is not obligated to safeguard or return them.

**Art. 12**

The Lessor **DOES NOT AUTHORIZE** the Lessee to drive the vehicle abroad.

**Art. 13**

This rental agreement is governed by Italian law. Any disputes arising in connection with the validity, interpretation, performance, or termination of this Agreement shall be submitted to the exclusive jurisdiction of the Court of Como. In the event of a conflict in the interpretation of the two versions of this agreement, the Italian version shall prevail over the other language version.

**Art. 14**

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

**Art. 15**

In the event of late payment of the amounts due, the interest rate determined by the European Bank plus three percentage points will be applied, for which a regular invoice will be issued.

**Art. 16**

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

**Art. 17**

Consent to the processing of personal data pursuant to Legislative Decree 675/96 (Privacy Law) \*The Tenant, having received the information on the use of his/her personal data pursuant to Legislative Decree number 196 of 2003, gives his/her consent for the Landlord to: Communicate his/her common personal data to the subjects and for the so-called necessary purposes indicated in the aforementioned information; Process common personal data and communicate them to the subjects and for the so-called optional purposes (sub b) indicated in the aforementioned information (credit risk protection); Process common personal data and communicate them to the subjects and for the so-called optional purposes (sub c) indicated in the aforementioned information (commercial initiatives); Process common personal data and communicate them to the subjects and for the so-called necessary purposes indicated in the aforementioned information.

**Art. 18**

Rental methods:

- a) Daily and multi-day rates as per the table on the website **[www.lariovagando.it](http://www.lariovagando.it)**;
- b) Prices include VAT and liability insurance;
- c) The driver must hold a valid driving license for the vehicle covered by this contract.

**Art. 19**

Booking a rental requires a deposit equal to 100% of the rental price, which is refundable in the event of cancellation up to 48 hours before the rental date.

**Art. 20**

**LIMITATIONS OF LIABILITY OF THE LESSOR.** Within the limits established by current legislation, the LESSOR (LARIOVAGANDO) cannot be held liable, and the DRIVER waives any claim against the LESSOR, for any damage suffered by him or by third parties resulting from the use of the rented vehicle or for loss or damage to the tenant's property left in the vehicle, or for damage or inconvenience resulting from delay in the return of the rented vehicle, or from breakdowns, unforeseen events and any other cause beyond the control of LARIOVAGANDO.

**Art. 21**

**MOPED BREAKDOWN.** In the event of a technical failure of the rented vehicle that is not the customer's fault and which prevents the rental from being used, the LESSOR will, if possible, replace the vehicle with a similar one. If this is not possible, the renter will reimburse the renter for the unused portion of the rental period already paid. Any flat tire must be repaired at the renter's expense, and it is MANDATORY to NOTIFY LARIOVAGANDO of the puncture for obvious reasons of vehicle safety. Abandoning the vehicle entails the renter's obligation to reimburse all direct and indirect costs necessary to recover the vehicle.

**Art. 22**

**SEIZURE OF THE VEHICLE** In the event of seizure/confiscation of the motorcycle by the judicial authorities for reasons attributable to the Renter, LARIOVAGANDO will charge the Renter the daily rental cost calculated on this contract, until the vehicle is released from seizure, with a maximum amount equal to the replacement value of the vehicle at the expiration date of the agreed rental period. If this maximum amount is reached, LARIOVAGANDO, after having received full payment of the agreed amount, will proceed with the transfer of ownership of the seized/confiscated vehicle to the Renter. Pursuant to and for the purposes of Articles 1341-1342 of the Italian Civil Code, I declare that I have carefully read and specifically approve the clauses set forth 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:** Pursuant to Article 13 of Legislative Decree 196/2003, LARIOVAGANDO informs you that your personal data and other information provided will be used solely and exclusively by LARIOVAGANDO for commercial purposes and to promote its vehicle rental business, in compliance with the privacy protection principles established by Legislative Decree 196/2003 and will be retained for a period of time no longer than necessary for the purpose for which they were collected.

**The tenant declares to understand and accept all the clauses of the contract**

Place: .....

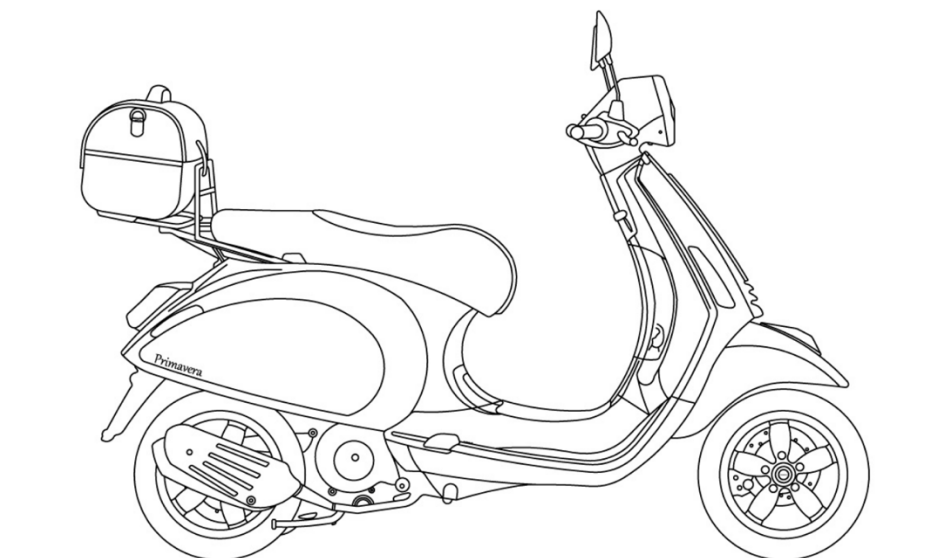
Date: ..... / ..... / .....

For acceptance Sign THE DRIVER .....

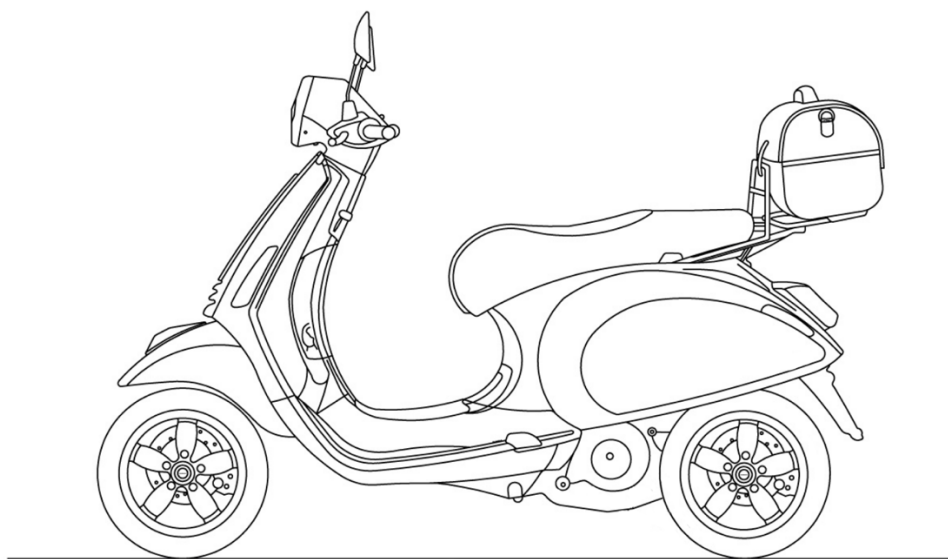
The Lessor (LARIOVAGANDO) Sign and stamp .....

## Vehicle Condition Check Diagram Vespa Piaggio 50 Primavera

Plate: ..... Colour: ..... Km: ..... Date: ..... / ..... / .....



Condition of the right side of the vehicle upon delivery



Condition of the left side of the vehicle upon delivery

For acceptance Sign THE DRIVER .....

The Lessor (LARIOVAGANDO) Sign .....

Damage found upon return: .....

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