



# **FASTMOTORRENT**

## **NOLEGGIO SCOOTER E MOTO**

**A) THE UNDERSIGNED (hereinafter referred to as CONDUCTOR):**

Name + Surname: \_\_\_\_\_

Place of birth: \_\_\_\_\_ Date of birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_ Street number: \_\_\_\_\_

City: \_\_\_\_\_ Postcode: \_\_\_\_\_

Province: \_\_\_\_\_ Country \_\_\_\_\_

Phone: \_\_\_\_\_ Mob \_\_\_\_\_

E-mail: \_\_\_\_\_

LICENSE N ° \_\_\_\_\_ CATEGORY (A-B-C-D-E)

\_\_\_\_\_

Issued: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Expiry: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Country of Issue: \_\_\_\_\_

**TAKES THE FOLLOWING SCOOTER FROM 'FASTMOTOR RENT' (IL LOCATORE);**

**BRAND AND MODEL:**

**NUMBER PLATE:**

**(BY PROPERTY OF 'TUFANIO MANUEL')**

**FROM THE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ UNTIL THE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_**

**PICK UP TIME: \_\_\_\_\_ FOR TOTAL SOLAR DAYS: N ° \_\_\_\_\_**

**SCOOTER PICK UP LOCATION: \_\_\_\_\_**

**SCOOTER RETURN LOCATION: \_\_\_\_\_**

**INITIAL KM: \_\_\_\_\_ TOTAL RENTAL PRICE: € \_\_\_\_\_ (UNLIMITED KM**

**INCLUDED) SCOOTER NUMBER: \_\_\_\_\_ HELMETS N.: \_\_\_\_\_**

**\*MOTORCYCLE DELIVERED WITH FULL TANK OF GASOLINE\***

**DEPOSIT TO BE PAID: € 300.00 (Cash or Credit Card Only)**

**CREDIT CARD NUMBER \_\_\_\_\_ EXPIRY DATE \_\_\_\_\_**

**The deposit will be refunded in full to the CONDUCTOR, except as provided in point "E" of this contract.**

**The driver confirms that he is responsible for the motorcycle in question until it is returned to 'FASTMOTOR RENT', delivery will be certified by a specific receipt- signed and stamped by the 'FASTMOTOR RENT' company representative.**

The CONDUCTOR declares that he is in possession of an up-to-date driving license which enables him to legally drive/operate the motorcycle in question, and that the license in question is not revoked, expired or suspended. The CONDUCTOR declares to reimburse 'FASTMOTOR RENT' the full amount of any damage caused to the motorcycle in question, by giving permission to withdraw the full amount of any damage from his credit card or by payment in cash.

The CONDUCTOR declares to be aware of all the risks connected with the driving of the motorcycle in question on both public and private roads.

\* When delivery and collection of the vehicle is requested, the rental rate must be paid upon delivery, together with the cost of transportation, if agreed at time of booking. The deposit, if you can not pay by credit card for lack of signal on POS GPS, must be paid in cash.

CECINA (LI) DATE \_\_\_\_\_

The CONDUCTOR declares to understand and accept all the clauses of the contract:

SIGNED THE CONDUCTOR \_\_\_\_\_

SIGNATURE AND STAMP FROM 'FASTMOTOR RENT' \_\_\_\_\_

B) FASTMOTOR RENT with registered office in CECINA (LI) Via Antonio Meucci 13 - Italy - P.IVA 01943050490 Tel. 371.4233231(hereinafter referred to as "IL LOCATORE") makes available to the CONDUCTOR the motorbike described above for the agreed period.

C) The conductor certifies that the bike is delivered to him in excellent condition, regularly maintained, and with the full petrol with insurance policy RCA n . \_\_\_\_\_ (plate \_\_\_\_\_ )

FOR COVERAGE DAMAGE FROM CIVIL LIABILITY (RC), THEFT AND FIRE, RENUNCIIA RIVALSA and declares with the signing of this agreement to have viewed it, to have verified the excellent condition and to consider it suitable for the intended use.

D) Damage caused to the vehicle will be charged to the CONDUCTOR, except third party liability. The total amount of any damage will be charged to the credit card of the CONDUCTOR- who expressly accepts.

E) SECURITY DEPOSIT: The CONDUCTOR agrees to pay 'IL LOCATORE' at the same time as the signing of this contract the sum of € \_\_\_\_\_ as a security deposit.

This sum will be reimbursed to the CONDUCTOR upon the return of the motorcycle, assuming the absence of any defects or damage has been ascertained (if paid in cash), or the sum will be released automatically after a period of 15-20 days (if retained by credit card with a pre-authorization procedure).

The deposit may be used in full, or in part, to cover any damage/defects caused during the rental period with the addition of the cost for the appraisal of any damage/defects.

The deposit can be used to pay any costs accrued by 'IL LOCATORE' in relation to; loss of keys, loss/damage of any accessories supplied inc. helmet and vehicle registration documents, or to cover damage to third parties. This is in addition to any cases of theft, where, in the case of theft, the CONDUCTOR will be obligated to pay a fee equal to 10% of the cost of the vehicle.

Failure to pay the deposit will result in the termination of the rental agreement for facts attributable to the CONDUCTOR and will authorise 'IL LOCATORE' to retain 20% of the entire rental agreement as a penalty. The CONDUCTOR will pay or reimburse 'IL LOCATORE' the full amount upon request.

F) This contract authorises the use of the aforementioned rental motorcycle to the CONDUCTOR and only the CONDUCTOR assuming all other sections/sub- and articles within this contractual agreement are adhered to. 'IL LOCATORE' reserves the right to terminate the contract, at its sole discretion, in case of any violations of the articles within this contract, and ask the Driver for immediate return of the motorcycle in question. 'IL LOCATORE' is obliged in this case to return only the difference in the rental price relating to the period of non-use, or withhold said amount if damage to the motorcycle is found to be of a value greater than the deposit paid.

G) General conditions (they are an integral part of the Rental Agreement)

#### Article 1.

The FASTMOTOR RENT company (hereinafter referred to as "IL LOCATORE") delivers to the Driver (hereinafter referred to as the "CONDUCTOR") the vehicle best identified on the front of this agreement, in an excellent state

of maintenance, fully functional and is expected to be returned in the same condition to 'IL LOCATORE' at the end of the rental period. (This includes returning the vehicle with a full tank of Gasoline)

The Driver taking delivery of the vehicle, by signing the rental agreement and by specifically approving these general conditions, declares to have verified that the motorcycle is in a good state of maintenance and is suitable for the agreed use and that they are in possession of a valid European driving license or non-European driving license that is valid for motorcycle/moped driving/operating.

#### Article 2.

The Tenant obliges himself:

- A. To drive the vehicle while wearing the homologated helmet, to only carry passengers wearing the approved helmet, to keep the vehicle, together with the equipment provided, with the utmost diligence and in compliance with all legal requirements;
- B. To ensure that lubrication, lubrication and brake oil are in the state necessary to ensure the operation and safety of the vehicle during the rental period; to use the motor vehicle with care and caution, not to subject it to high speed and effort, or to use in races and competitions. Any damage and damage suffered by the motor vehicle due to negligence, malice and negligence (falls, accidents, bruises) will be considered to be borne by the tenant.
- C. To directly provide for the payment of any contested contraventions and deductions of points in the rental period by reimbursing the 'IL LOCATORE' the relative amount and the consequent expenses (equal to € 30 for each offense, in addition to the same amount).
- D. To relieve the 'IL LOCATORE' from any claim and / or request made by third parties for damages suffered and / or suffered from their property, however attributable to this rental;
- E. To reimburse 'IL LOCATORE', upon presentation of an invoice, of all expenses, including legal expenses, that 'IL LOCATORE' should incur to obtain the fulfillment of any pecuniary obligations due to any title, for example the expenses for unpaid highway tolls; the CONDUCTOR consents as of now to the debit of these amounts, increased by additional legal expenses, on his credit card;
- F. It is understood that if, upon request by the Driver, the return of the vehicle and its keys has been authorized by 'IL LOCATORE' during the closing time of the shop, the rental will end at the date and time of reopening of the shop;
- G. To return the vehicle in order and under the same conditions found at the initial time of rental. Any damage to the motorcycle will be detected upon return and any related cost of restoration will be deemed due by the Driver.
- H. The CONDUCTOR recognizes that they do not hold any real right over the rented vehicle and the accessories supplied and, therefore, these cannot be disposed of in any way.

#### Article 3

The Driver undertakes to conduct or use the vehicle personally and not to surrender, for free or for consideration, and for no reason the use to third parties:

- A) For the transport of persons or goods towards compensation;
- B) To push or tow objects;
- C) Under the influence of drugs, narcotics, alcohol or intoxicants or other substances suitable to impair the ability to understand and react;
- D) In races, competitions or speed tests;
- E) For an purpose contrary to the law;
- F) For circulation in prohibited areas and in areas of access or service to port areas or airports with limited traffic;
- G) By person not indicated on the rental letter as a driver;
- H) A person who has provided the Lessor with false information about his age, name or address.
- I) From a person who has not reached the age of majority

#### Article 4

The CONDUCTOR undertakes to compensate 'IL LOCATORE' for any damage caused to the vehicle or to parts and accessories thereof, as well as to refund the administrative costs of the accident. The tenant undertakes to communicate within 12 hours of the accident any accident (even minimal) that occurred during the rental period of the motorcycle.

#### Article 5

If an accident occurs, the Tenant undertakes to:

- A. Immediately inform 'IL LOCATORE' by phone at 371.4233231, to send a complete detailed report on the form enclosed with the vehicle documents (CID form) via email to [rent.fastmotor@gmail.com](mailto:rent.fastmotor@gmail.com). Within the following 12 hours the CONDUCTOR agrees to;
- B. Inform the nearest police authority;
- C. Not to issue declarations of responsibility in the event of uncertainty regarding the dynamics of the accident;
- D. Make a note of the names and addresses of the parties and witnesses;

E. Provide to the Lessor any other useful information;

F. Follow the instructions that the Lessor will provide regarding the custody or repair of the vehicle.

**Article 6**

The CONDUCTOR undertakes to compensate 'IL LOCATORE' for any damage resulting from the theft of the vehicle equal to 10% of the mopeds insured value.

**Article 7**

In case of loss or theft of only the key of the rented vehicle- the CONDUCTOR undertakes to immediately report the fact to the competent Authority and to deliver the original of the complaint to 'IL LOCATORE'. The rental fee (calculated on the basis of the rate established in the rental letters) is also due to be paid for the days when the stationary vehicle is not used. For the service of replacement of the second key the CONDUCTOR is required to pay the cost incurred by 'IL LOCATORE', increased by € 80.00 (€ 0).

If the CONDUCTOR does not deliver the original of the complaint to 'IL LOCATORE', the latter, after the date of delivery of the vehicle indicated on the rental letter, may reacquire the physical possession of the vehicle in any way, even against the will of the Tenant, and the latter will be required to reimburse the costs incurred as well as the payment of the amount of the rental (calculated up to the date of recovery of the vehicle) and the cost of replacing the second key.

**Article 8**

The vehicle must be returned without additional damage and equipped with all the accessories, keys and documents existing on delivery by 'IL LOCATORE' Otherwise the Customer agrees to pay one of the following penalties.

Description and cost of each penalty charge is as follows:

Failure to return helmet: € 70.00

Administrative Costs: €30.00

Missing Litres in fuel tank at point of return/collection is charged at €1,70 per litre

Technical appraisal for damage calculation: Evaluation amount and penalty €100.00

Failed to pay Parking: Parking fee and penalty €20.00

Loss of the key: €50.00

**Article 9**

The CONDUCTOR undertakes to return the vehicle to the place indicated, and within the date indicated, on the rental letter or, in any case, as soon as "IL LOCATORE" requests it, with the same accessories and in the same conditions in which he received it, save for normal wear and tear. If the vehicle is not returned to "IL LOCATORE" by that date, the CONDUCTOR will have to reimburse "IL LOCATORE" for every day of extra rental, in addition to all expenses that the latter will incur in order to reacquire the material possession of the vehicle, in addition to the loss of income caused by the lack of availability of the vehicle and compensation for any damage suffered.

If the vehicle is returned more than 60 minutes late, the full daily rate will be applied.

**Article 10**

The CONDUCTOR who makes the payment agreed upon for the rental by credit card, also authorises that all charges set forth in these general conditions of contract are carried out by 'IL LOCATORE' directly through the same credit card.

**Article 11**

'IL LOCATORE' can not be held responsible for the Driver, or the driver of the motorcycle and their passengers, for damages of any kind. The CONDUCTOR is held fully responsible for any defects of operation of the vehicle caused by the driver or traffic accidents. And so 'IL LOCATORE' can not be held responsible for any kind of damage occurred as a result of thefts, riots, wars, force majeure and fortuitous events. The objects eventually forgotten by the Driver on the motorcycle subject to rental, will be considered abandoned and the Lessor is not required to keep them and to return them.

**Article 12**

'IL LOCATORE' and the CONDUCTOR agree that the motor vehicle can not be driven abroad; in the case of operation of the vehicle on islands, the CONDUCTOR will take care of all the expenses necessary for the repair and transport, even if they have become necessary due to technical failures not reputable to the CONDUCTOR.

**Article 13**

This rental contract is governed by Italian law. All disputes that may arise in relation to the validity, interpretation, execution or termination of this Contract will be devolved to the exclusive jurisdiction of the Court of Livorno.

**Article 14**

No modification can be made to these terms and conditions without the consent from a representative of 'IL LOCATORE' with appropriate written power of attorney.

**Article 15**

In case of delayed payment of the sums due, the interest rate determined by the European Bank will be applied, increased by three percentage points (3%), for which a regular invoice will be issued.

#### Article 16

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

#### Article 17

Certificate of consent on the processing of personal data pursuant to the 675/96 (Privacy Law) the CONDUCTOR, having received the information on the use of their personal data pursuant to Legislative Decree number 196 of 2003, gives its consent so that 'IL LOCATORE' perform: the communication of personal data common to the subjects and for the purposes cd. necessary indicated in the aforementioned information; the processing of common personal data and communications to the subjects and for the purposes cd. optional (sub b) indicated in the aforementioned disclosure (protection of credit risk); the processing of common personal data and communications to the subjects and for the purposes cd. optional (sub-section c) indicated in the aforementioned disclosure (commercial initiatives); the processing of common personal data and communications to the subjects and for the purposes cd. required in the aforementioned information.

#### Article 18

Rental mode:

- Daily and multi-day rates as shown in the table.
- Prices inclusive of I.V.A. and RCA insurance.
- the CONDUCTOR must hold a valid driving license for the vehicle covered by this contract.

#### Article 19

The booking of the rental requires the payment of a deposit equal to 50% of the rental price and the payment of the full amount when the vehicle is picked up.

#### Article 20

LIMITS OF LIABILITY 'OF THE LICENSE Within the limits established by current legislation, the LICENSOR (FASTMOTOR RENT) can not be held responsible, and the CONDUCTOR waives any claim against 'IL LOCATORE', for any damage suffered by him or by third parties arising from the use of the rental vehicle or for the loss or damage to property owned by the CONDUCTOR left in the vehicle, or for damage or inconvenience caused by delay in the delivery of the hired vehicle, or by breakdowns, unforeseen events and any other cause out of control of the FASTMOTOR RENT Company.

#### Article 21

##### MOTORCYCLE FAILURE

In the event of a technical failure of the rented vehicle not attributable to the CONDUCTOR, and which precludes the possibility of using the vehicle, 'IL LOCATORE' will, if possible, replace the vehicle with a similar one. In case of impossibility, the CONDUCTOR will be reimbursed by 'IL LOCATORE' the unused part of the rental period already paid. In the event of a puncture, this puncture must be repaired by the CONDUCTOR, and it is REQUIRED that in the event of a puncture the CONDUCTOR must immediately inform 'IL LOCATORE' (FASTMOTOR RENT) for obvious reasons of vehicle safety. In the case of the abandonment of the vehicle or the forbidden transportation of the vehicle outside of Italy, the CONDUCTOR is obliged to reimburse all direct and indirect expenses necessary for the recovery of the vehicle.

#### Article 22

##### SEIZURE OF THE VEHICLE

In case of seizure / confiscation of the motorcycle by the judicial authority for causes to be attributed to the CONDUCTOR, the FASTMOTOR RENT company will charge the CONDUCTOR the daily rental cost calculated on the agreed contract, until the release of the vehicle. The CONDUCTOR is also obliged to pay an equal amount to 'IL LOCATORE' for a replacement vehicle until the vehicle is released. In the event that this ceiling is reached, the FASTMOTOR RENT company, after collecting the full payment of the foregoing, will proceed to transfer ownership of the seized / confiscated vehicle in favor of the tenant.

#### Article 23

Privacy Information: According to the art. 13 of the D.Lgs 196/2003 the FASTMOTOR RENT informs you that your personal data and other information will be used exclusively and exclusively by FASTMOTOR RENT for commercial and promotional purposes. vehicle rental activities, in compliance with the principles of privacy protection established by Legislative Decree 196/2003 and will be kept for a period of time no longer than necessary for the purpose for which they were collected.

CECINA, DATA \_\_\_\_\_

For Acceptance SIGN THE CONDUCTOR \_\_\_\_\_

Pursuant to and for the purposes of Articles 1341-1342 of the Civil Code, I declare that I have carefully read and specifically approve the clauses in art: E (security deposit), F (motorcycle detention), G (general conditions), 1 (real status of the vehicle), 3 (improper use), 4 (compensation in the event of a claim), 9 (return half), 10 (payment of fees), 11 (landlord liability), 13 (contract regularity), 14 (changes contract), 15 (default of payments),

17 (attestation of consent on the processing of personal data), 20 (limitations of liability of the lessor), 21 (failure of the motorcycle) and 22 (seizure of the vehicle)

For acceptance of the single clauses

SIGN THE CONDUCTOR \_\_\_\_\_

SIGNATURE AND STAMP 'IL LOCATORE' (FASTMOTOR RENT) \_\_\_\_\_

## VEHICLE STATE CHECK

List of defects, scratches, damage to the departure:

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For acceptance of the actual condition of the vehicle rented at departure - Start

The CONDUCTOR: \_\_\_\_\_

'IL LOCATORE' (FASTMOTOR RENT) \_\_\_\_\_

DAMAGES FOUND TO THE RETURN:

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The CONDUCTOR: \_\_\_\_\_

The Lessor (FASTMOTOR RENT): \_\_\_\_\_