

English

MOTORBIKE RENTAL CONTRACT WITHOUT DRIVER

The undersigned (hereinafter referred to as the CONDUCTOR) :

Nome: _____ Cognome: _____

Place of birth: _____ Date of birth: _____/_____/_____

Residing in : _____ N° _____

City: _____ CAP: _____

Province: _____ Nation _____

phone: _____ Cell _____ Fax: _____

E-Mail: _____

LICENCE N° _____ CATEGORY (A-B-C-D-E)

_____ Issued on: _____/_____/_____

Da: _____

Validity: _____/_____/_____

leases from THE WAY OF HAPPINESS of MUSNA Patrick - (hereinafter referred to as LESSOR)

the motorbike described below:

BRAND : _____ MODEL _____

NUMBER PLATE : _____ COLOUR : _____

(owned by THE WAY OF HAPPINESS di MUSNA Patrick)

FROM DAY : _____/_____/_____ TO DAY : _____/_____/_____

delivery at: _____ FOR TOTAL SOLAR DAYS :N° _____

MOTORBIKE PICK-UP LOCATION _____

MOTORBIKE RETURN TO : _____

INITIAL KM : _____ DAILY RENTAL PRICE : € 100,00 VAT INCLUDED

the rental price includes 600 km on the weekend and 1500 km for the whole week; excess km will be calculated at 0.25€.

The motorbike is delivered with a full tank of petrol and with a full tank of petrol must be returned

SECURITY DEPOSIT: € 2.000,00 BY CREDIT CARD DEDUCTION

number _____ expiration _____

The deposit will be returned in full to the Tenant except as provided for in point "E" of this contract.

The Tenant confirms that he/she is responsible for the motorbike until it is returned to THE WAY OF HAPPINESS di MUSNA Patrick, which will be certified by a receipt signed and stamped by the legal representative of THE WAY OF HAPPINESS MUSNA Patrick.

The rider declares that he/she has a regular driving licence to drive the motorbike in question, and that the same is not revoked, expired or suspended.

The renter declares to reimburse THE WAY OF HAPPINESS di MUSNA Patrick the entire amount of any damage caused to the motorbike in question, by withdrawing up to exhaustion of the deposit or by cash payment or bank transfer for the excess.

The tenant declares that he/she is aware of all the risks associated with riding the motorbike in question on both public and private roads.

VARNA, DATE _____

The Tenant declares to have understood and accepted all the clauses of the contract:

SIGNATURE The CONDUCTOR _____

SIGNATURE AND STAMP THE LESSOR _____

B) THE WAY OF HAPPINESS di MUSNA Patrick with registered office in 39040 Varna Via Konrad Lechner - Italy - P.iva..... Tel., as Lessor, puts the motorbike at the disposal of the Tenant as described above for the agreed period.

C) The Tenant declares that the motorbike is delivered to him in excellent condition, regularly maintained, and with a full tank of petrol with RCA insurance policy No. (number plate) - of the Insurance Company: for RC damages and declares by signing this agreement to have seen it, to have verified the excellent condition and to consider it suitable for the intended use.

D) The damages caused to the vehicle will be charged to the hirer, except for the responsibility of third parties. The total amount of the eventual damages will be charged on the credit card of the renter who expressly accepts.

E) SECURITY DEPOSIT: The Tenant shall pay to the Lessor, at the same time as signing the present contract, the sum of € 2.000,00 as a security deposit by means of a pre-authorisation procedure from his credit card, the sum will be returned to the Tenant when the motorbike is returned, once the absence of defects or damage to the motorbike has been ascertained with automatic release 20 days after the motorbike has been returned. The deposit may be used in whole or in part to cover any damage caused during the rental period, with the addition of the cost of the damage assessment report.

The deposit may be used to sustain the expenses in the case of loss of the keys or the vehicle's circulation documents or to cover damages to third parties in addition to the cases of theft or fire of the motorcycle.

The Tenant is obliged to indemnify the Lessor for any damage resulting from the theft of the vehicle or parts thereof, not covered by the vehicle insurance policy. Failure to pay the security deposit shall result in the termination of the rental agreement for reasons attributable to the Client and shall authorise the Lessor to retain 100% of the sum already paid for the entire rental as a penalty.

F) With the present agreement only the possession of the motorbike as per point 1 is transferred to the Lessee, remaining the possession of the same at the full disposal of the Lessor. The Lessor reserves the right to terminate the agreement, in case of violations of the articles of this agreement at his sole discretion, and to request the Tenant to immediately return the motorbike in question, returning in this case only the difference of the rental price relative to the period of lack of use, or to withhold said amount if damage to the motorbike of a value greater than the deposit paid is found.

G) General Terms and Conditions (They form an integral part of the Rental Agreement)

Art. 1

THE WAY OF HAPPINESS di MUSNA Patrick (hereinafter referred to as "Lessor") shall deliver to the Lessee the vehicle better identified in the epigraph of this agreement, in excellent condition of maintenance, fully functional and in the same condition shall be returned by the Lessee to the Lessor at the end of the rental period.

The Tenant taking delivery of the vehicle, by signing the rental agreement and specifically approving the present general conditions, declares that he has verified that the motorbike is in a good state of maintenance and suitable for the agreed use and that he has a valid European driving licence or a valid non-European driving licence to drive the motorbike.

The Tenant undertakes not to provide false information on his personal details, his age, his address and the existence of the legal requirements for driving, expressly exempting the Lessor from any prejudicial consequences that may result to the latter in case of false statements.

Art. 2

The Tenant undertakes

- a. To drive the vehicle with the homologated helmet worn, to carry the passenger only with the homologated helmet worn, to keep the vehicle, together with the equipment provided, with the utmost diligence and in compliance with all legal regulations;
- b. To make sure that grease, lubrication and brake oil are in the necessary state to guarantee the operation and safety of the vehicle during the rental period; to use the motorbike with care and caution, not to subject it to high speeds and stress, or use in races and competitions.
Any damage and breakdown suffered by the motorbike due to negligence, wilful misconduct or carelessness (falls, accidents, dents) will be considered the responsibility of the rider.
- c. To provide directly for the payment of any fines and points deduction during the rental period, reimbursing the Lessor the amount and the consequent expenses (equal to € 30 for each fine, in addition to the amount 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 related to this rental;
- e. To reimburse the Lessor, upon presentation of an invoice, for any expense, including legal expenses, that the Lessor may incur in order to obtain the fulfilment of the pecuniary obligations due for any reason, for example expenses for unpaid motorway tolls; the Tenant hereby consents to have such amounts, increased by accessory legal expenses, charged to his credit card;
- f. It is understood that if, at the request of the Tenant, the return of the vehicle and its keys was authorized by the Lessor during the closing time of the shop, the rental period will end at the date and time of reopening of the shop;
- g. To return the vehicle in order and in the same condition as found at the time of rental. Any damage to the motorbike will be found at the time of return and the relative cost of repair due by the Driver will be charged.
- h. The Tenant acknowledges that he/she is not the owner of any real right on the rented vehicle and on the accessories supplied and, therefore, that he/she cannot dispose of them in any way.

Art. 3

The driver undertakes to drive or use the vehicle personally and not to cede, free of charge or for any reason, the use to third parties:

- a) For the transport of persons or things for compensation; b) For pushing or pulling objects;
- c). Under the influence of drugs, narcotics, alcohol or intoxicants or other substances capable of impairing the ability to understand and react;
- d). In racing, competitions or speed trials;
- e). For a purpose contrary to the law;
- f). For driving in prohibited areas and in access or service areas to port or airport restricted areas;
- g). By a person not indicated on the rental letter as the driver;
- h). By a person who has given the Lessor false information regarding his age, name or address.
- l). From a person who has not reached the age of majority.

Art. 4

The Tenant is obliged to compensate the Lessor for any damage caused to the vehicle or to parts and accessories of the same, as well as to reimburse the expenses of the administrative management of the accident. The Tenant commits himself to communicate within 12 hours from the event, every accident (even the smallest one) occurred during the rental period of the motorbike.

Art. 5

In case of an accident, the Tenant is obliged to:

- a. Immediately inform the Lessor by telephone on 00000000 or mobile phone +390000000000, and send him by e-mail within the next 12 hours a complete detailed report on the form attached to the vehicle documents (CID form);
- b. Inform the nearest police authority;
- c. Refrain from making 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. To follow the instructions that the Lessor will give concerning the custody or the repairs of the vehicle.

Art. 6

The Tenant is obliged to indemnify the Lessor for any damage resulting from the theft of the vehicle or parts of it, not covered by the insurance policy of the vehicle itself and to pay in full the value of the deposit held on a credit card.

Art. 7

In case of loss or theft of the only key of the rented vehicle, the renter is obliged to immediately report the fact to the competent Authority and to deliver to the Lessor the original of the report.

The rental fee (calculated according to the rate stated in the rental letter) is also due for the days when the rented vehicle is not used.

For the service of replacement of the second key, the Tenant is obliged to pay the cost incurred by the Lessor, increased by € 80,00 (Ottanta).

If the Tenant does not deliver the original of the report to the Lessor, the latter, after the date of return of the vehicle indicated on the rental letter, may regain physical possession of the vehicle in any way, even against the will of the Tenant, and the latter shall reimburse him for the expenses incurred and the payment of the rental fee (calculated up to the date of recovery of the vehicle) and the cost of replacing the second key.

Art. 8

The vehicle must be returned without any additional damage and equipped with all the accessories, keys and documents existing at the time of delivery by the Renter. Otherwise, the Client undertakes to pay one of the following penalties.

Description Penalty Charge

Penalties Amount of Penalty Euro 30,00

Missing Litres € 2,00/l Euro 40,00

Technical assessment for damage calculation Amount Euro 100.00

Failure to pay for parking Parking Amount Euro 20.00

Loss of key Euro 250,00 -

Art. 9

The Tenant is obliged to return the vehicle at the place and within the date indicated on the rental letter or as soon as the Lessor requests it, with the same accessories and in the same condition in which he received it, except for normal wear. If the vehicle is not returned to the Lessor within this date, the Tenant must reimburse the Lessor for each extra day of rental, in addition to all the expenses that the latter will incur to regain physical possession of the vehicle, in addition to the loss of earnings caused by the lack of availability of the vehicle and compensation for any damages suffered.

Art. 10

The renter who makes the payment of the agreed amount for the present rent by credit card, authorizes that all the charges provided by the present general conditions of the contract, are made by the Lessor directly through the same credit card.

Art. 11

The Lessor cannot be held responsible towards the Tenant, or the driver of the motorbike and/or his passengers, for damages of any kind that they may suffer due to a malfunction of the vehicle or road accidents. Neither can the Lessor be held responsible for any kind of damage caused by theft, riots, wars, force majeure and accidents. The objects that may be forgotten by the Tenant on the rented motorbike, will be considered abandoned and the Lessor is not obliged to keep them and return them.

Art. 12

The Lessor DOES NOT AUTHORIZE the renter to drive the motorbike abroad.

Art. 13

The present rental contract is regulated by Italian law. All disputes that may arise in relation to the validity, interpretation, execution or termination of this Contract shall be referred to the exclusive jurisdiction of the Court of Bolzano.

Art. 14

No change can 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 delayed payment of the amounts due, the interest rate determined by the European Bank increased by three percentage points will be applied, for which a regular invoice will be issued.

Article 16

The nullity of any provision of this contract will not invalidate the whole rental contract.

Art. 17

The Tenant, having received the information on the use of his personal data in accordance with Legislative Decree number 196 of 2003, gives his consent for the Landlord to carry out: The communication of his common personal data to the subjects and for the so-called necessary purposes indicated in the above mentioned information; The treatment of common personal data and communications to the subjects and for the so-called optional purposes (sub b) indicated in the above mentioned information. optional purposes (sub b) indicated in the aforementioned notice (credit risk protection); The processing of common personal data and communications to the subjects and for the optional purposes (sub c) indicated in the aforementioned notice (commercial initiatives); The processing of common personal data and communications to the subjects and for the necessary purposes indicated in the aforementioned notice.

Art. 18

Rental modalities:

- Daily and multi-day rates as per the table on the website www.....t
- Prices include VAT and liability insurance.
- The driver must hold a valid licence for driving the vehicle covered by this contract.

Art. 19

The booking of the rental requires the payment of a deposit equal to 100% of the rental price.

Art. 20

LIMITATIONS OF LESSOR'S RESPONSIBILITY Within the limits established by the regulations in force, the LESSOR (THE WAY OF HAPPINESS di MUSNA Patrick) cannot be held responsible, and the CONDUCTOR renounces to any claim against the LESSOR, for any damage suffered by him/her or by third parties deriving from the use of the rented vehicle or for loss or damage to the property of the driver left in the vehicle, or for damages or inconveniences deriving from delay in the delivery of the rented vehicle, or from breakdowns, unforeseen events and any other cause beyond the control of THE WAY OF HAPPINESS di MUSNA Patrick.

Art. 21

In case of technical failure of the rented vehicle not attributable to the client, and that precludes the possibility of using the vehicle, the LESSOR will provide, if possible, the replacement of the vehicle with a similar one. Any tyre puncture must be repaired at the expense of the driver, and it is MANDATORY to notify the company THE WAY OF HAPPINESS di MUSNA Patrick the puncture for obvious reasons of safety

of the vehicle. The abandonment of the vehicle and going outside of Italy implies the obligation of the driver to reimburse all the direct and indirect expenses necessary to recover the vehicle.

Art 22

SEQUESTRATION OF THE VEHICLE In case of seizure/confiscation of the motorbike by the judicial authorities for reasons attributable to the driver, THE WAY OF HAPPINESS di MUSNA Patrick will charge the driver the daily cost of rental calculated on this contract, until the release of the vehicle, If this ceiling is reached, THE WAY OF HAPPINESS di MUSNA Patrick, after having received full payment of the amount due, will transfer ownership of the seized/confiscated vehicle to the driver.

Varna, there

The Lessee

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 contained in articles E-F-G 1, 3, 4, 9, 10, 11, 13, 14, 15 and 17.20, 21 and 22.

Varna, there

The Tenant

Art 23

Text of the Privacy Policy: According to art13 of the Legislative Decree 196/2003 the company THE WAY OF HAPPINESS di MUSNA Patrick informs you that your personal data and other information provided will be used only and exclusively by THE WAY OF HAPPINESS di MUSNA Patrick for commercial purposes and promotion of its vehicle rental activities, in compliance with the principles of privacy protection established by the Legislative Decree 196/2003 and will be kept for a period of time not exceeding that necessary for the purpose for which they were collected.

Varna, _____

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

For Acceptance SIGNATURE THE CONDUCTOR _____

SIGNATURE AND STAMP OF THE LESSEE (THE WAY OF HAPPINESS by MUSNA Patrick)
