



E-BIKE RENTAL CONTRACT

info&help 3935143526 – 3384927505

N° contract _____ dated _____ The undersigned _____

born in _____ on _____ resident in _____

address _____ province of _____

type of identity document _____ n. _____ phon. _____ mail _____

purchases the following services from BGD Elettronica di Giorgio Gaiozzi for your own use [Y] [NO]

or for your child/minor [Y] [NO]

Name _____ born in _____ on _____

the following e-bike(s) MOD. _____	n. Bike frame _____	for n. days _____	dated _____
the following e-bike(s) MOD. _____	n. Bike frame _____	for n. days _____	dated _____
the following e-bike(s) MOD. _____	n. Bike frame _____	for n. days _____	dated _____
the following e-bike(s) MOD. _____	n. Bike frame _____	for n. days _____	dated _____

TOTAL RENTAL COST: € _____

Rental rates XF3		Rental rates XF1		Accessories		
Period		Period		Battery charger	[Y]	[NO]
½ day *	€ 35,00	½ day	€ 45,00	Repair kit	[Y]	[NO]
1 day *	€ 40,00	1 day	€ 50,00	Helmet €5,00	[Y]	[NO]
Week end (sat-sun)	€ 75,00	Week end (sat-sun)	€ 90,00	Chain €5,00	[Y]	[NO]
1 week	€ 215,00	1 week	€ 245,00	Camera €5,00	[Y]	[NO]

*1/2 day 8:30 – 12:30 / 15:30 – 19:30 *1 day 8:30 – 19:30

hereby declares

pursuant to and for the effects of art. 38 and 47 of Presidential Decree no. 445 of 28.12.2000 and aware of the consequences, including criminal penalties, provided for in the event of false declarations pursuant to article 75 and 76 of the same Presidential Decree - to have read the rental price list and compensation for damages and the current regulations for the provision of e-bike rental service (shown on the back) which constitutes, to all intents and purposes of law, a user contract, whose general terms and conditions of contract declares, in accordance with current regulations, to know and accept, with particular reference to the consequences incumbent on the lessee in case of damage caused, during the use of the vehicle, to himself, to the rented bicycle, to third parties and property and the exemption from liability of the operator, pursuant to art. 1341, paragraph 2, of the Civil Code, which are approved in writing when signing this application form;

PRIVACY POLICY NOTE

Consent to the processing of personal data in accordance with art. 23 of the code for the protection of personal data (Legislative Decree 196/03 so-called "Privacy Code") The collection of personal data and its processing will take place in compliance with the provisions of Legislative Decree 196/2003. The data will not be transferred to third parties and may be requested in writing at any time to modify or cancel them.

The undersigned _____, as parent or foster parent of the minor declares to have read the above information and gives free and informed consent to the processing of his personal data and personal data, including any so-called sensitive data, relating to his child, for the performance of administrative activities aimed at the use of the services offered by the same.

Place and date _____

The lessee _____

The operator _____

E-BIKE RENTAL REGULATION

The rental and use of the pedal-assisted bicycle requires the user's unconditional knowledge and acceptance of these regulations, the tariffs, the opening and closing times of Bgd Elettronica, hereinafter referred to as the operator of the property, located in Viale Michelangelo 6/8 Piombino (LI) - VAT no. 01347900498 .

- 1) The user declares to collect the bicycle and all rented equipment in perfect working and maintenance condition. Any damage must be reported in the stylized bike box (see below).
- 2) In order to obtain the rental of a pedal-assisted bicycle, the user must present in advance to the operator a valid identity document or driving license, a non-refillable credit card from which will be performed a Pre-authorisation (without actual withdrawals) of €300 as a security deposit, which will be released when the bike is returned after checking for any damage.
- 3) The use of the MTB bicycle presupposes the physical fitness and technical expertise of the person who intends to ride it. Therefore, by renting the bike, the user declares to be equipped with adequate capacity and appropriate expertise, without placing any reservations. In case of use by minors with the signing of this contract the parent / guardian or guardian of the minor assumes all the responsibilities indicated in this contract and the Civil Code, and consequently authorizes the minor to use the bike under the conditions provided by these regulations.
- 4) The bicycle is to be used exclusively as a means of transport and is to be treated with care, common sense and diligence, so as to avoid damage to it and its accessories. It is forbidden to use the bicycle to carry out commercial activities and it is possible to sell it in use to others.
- 5) The user is responsible for the electric bicycle until its return to the Manager; he is also responsible for damages caused to himself, to the bicycle, to third parties and things during the use of the vehicle. No form of compensation can be claimed from the Operator.
- 6) During the rental period the User does not have any form of insurance against theft, nor is the electric bike covered by third party liability insurance. The user is therefore obliged to comply with the rules of the Highway Code. The Manager declines any form of liability in case of improper use of the vehicle or failure to comply with the rules of the Highway Code.
- 7) The Manager may carry out checks on Users during the use of the bicycles and may request their return if it finds the conditions of improper use of the vehicle. The Manager may refuse rental to persons in a state of drunkenness or under the influence of drugs (pursuant to articles 186-187 of the Highway Code) and for other reasons at the Manager's sole discretion.
- 8) In the event of loss of keys, bicycle accessories or damage, the Manager will request the Customer the sum necessary for the original restoration of the bicycle, based on what is indicated in this contract or, in the absence of a price list, on the supplier's estimate ; in the event of total theft, the user will have to compensate the Manager for the amount set **at €2,200.00 for each MOD XF3 bicycle and €3,200 for each XF1 model bicycle.**
- 9) The bicycle must be returned, in compliance with the times indicated in this contract, to the same place where it was rented (Ride Up). The bike is considered to be returned only if it is returned directly to the Manager with the countersignature of the return on the contract; parking of the electric bike outside the rental shop during closing hours cannot be considered as return. Failure to return the bicycle without prior notice or in any case not motivated by exceptional cases, will be considered a theft crime and therefore reported to the Judicial Authority.
- 10) The user may request the Manager to deliver and collect the bicycle in places other than the registered office, subject to prior agreement with the Manager. The delivery and collection prices are specified in Annex A. **In case of early return no refund will be given for the bicycle**
- 11) The User must pay the relevant payment from the moment the rental begins until the end of the rental contract, in addition to any charges for damages, total or partial theft. 12) In case of theft of the electric bicycle, the User must submit to the Manager a copy of the report made to the competent bodies and pay the amount equal to the value of the stolen bicycle (see Art. 8), which will be returned to him in case of discovery or recovery of the vehicle itself.

As far as not mentioned in this Regulation, the relationship between the Parties (Contracting Parties) is governed by the rules of the Civil Code. For any dispute arising between the Parties, the competent court is that of Livorno.

E-Bike check before rental



Date _____ Time _____

Signature (readable) _____

The operator _____

Check E-Bike after rental



Date _____ Time _____

Signature (readable) _____

The operator _____

PARTIAL LIST OF DAMAGES

- | | |
|---|--|
| <input type="checkbox"/> Display / computer: € 250,00 | <input type="checkbox"/> Disposal of padlock keys: € 12,00 |
| <input type="checkbox"/> battery key : € 12,00 | <input type="checkbox"/> Air can: € 9,00 |
| <input type="checkbox"/> Drilling with mtb back to the base : € 12,00 | <input type="checkbox"/> Helmet: € 40,00 |
| <input type="checkbox"/> Battery Charger: € 160,00 | <input type="checkbox"/> Anti-theft chain: € 40,00 |
| <input type="checkbox"/> Backpack: € 25,00 | <input type="checkbox"/> E-Bike pick-up within 15 km : € 20,00 |
| <input type="checkbox"/> Battery: € 780,00 | <input type="checkbox"/> E-Bike pick-up over 15 km: €40,00 |
| <input type="checkbox"/> Camera: € 55,00 | |

* For all parts of the bike not listed, the price list provided by Fantic, Birorent s.r.l. will be applied.

FULL COMPENSATION: € _____

ATTACHED TO DELIVERY AND COLLECTION TARIFFS

1)The user, as per point 10 of the rental regulations, may request the Manager to deliver and collect the bicycle in places other than the registered office by prior agreement with the Manager.

2)The place of delivery and collection, if different from the registered office of BGD Elettronica di Giorgio Gaiozzi located in Viale Michelangelo 6/8 Piombino (LI), must be absolutely agreed, by email, at least 24 hours before the rental day.

4)The operator may refuse to collect the bicycles in a different place than the one previously agreed with the customer.

5)The prices for the delivery and collection of the bike are calculated on the basis of the distance in km necessary to deliver and collect the bike itself starting and returning from our office in Viale Michelangelo 6/8 Piombino (LI). For details please refer to the table below:

ROUND TRIP	TRAVEL COST
Within 10 Km	€ 25,00
Within 30 Km	€ 40,00
Within 60 Km	€ 60,00
Within 60 Km	Quote on request

I hereby declare to receive the rental bike listed in the contract on the
day _____ in _____

to return the same bicycle on the day _____

for a total of Km _____

Date _____

The Lessee(signature) _____

The operator (signature) _____