

SERVICE CONTRACT BETWEEN

The Company Albergo Toscana srl, registered office in Firenze Via Di Rusciano 48 share capital 30.000,00 euro, registered with the Register of Companies of FIRENZE
Tax ID and VAT IT-06288840488, in the person of Pesucci Alessio in the capacity of legal representative of the company.

Hereinafter referred to as "Provider"

AND

Mr./Ms _____ Born in _____ date _____

Resident in _____ address _____

Identity Document _____ No. _____

Issued by _____ Valid until _____

Tax ID _____

Credit card _____ no. _____ - _____ - _____ - _____ valid until ____ - ____

Hereinafter referred to as "User" or "Customer"

The Parties hereby agree and stipulate as follows:

Article 1 - Term Rental, Rental Fee and Duration

The Provider hereby leases to the Customer, who accepts, the (no.) bikes described below:

REGISTRATION NUMBER _____

BIKE : FANTIC LIVING

DURATION Day/s _____ from ____ - ____ - ____ until ____ - ____ - ____

FEE (VAT INCLUDED) € _____,00

Article 2 - Security Deposit

The Customer undertakes to pay to the Provider the sum of **100,00 Euro** for each bike, by way of security deposit. By providing and authorizing the credit card details to be indicated on the Rental Contract, the Customer authorizes the Provider to charge it for costs due to any damage, loss, theft of the bike or any other accessory rented, as per the spare parts price list annexed to the Rental Contract, in addition to labour costs. The Parties agree that, on the expiry date of the Rental Contract, the Provider will return the deposit paid by the Customer, on condition that the Customer has returned the (no.) bikes rented and that they are in the same state in which they were delivered to the Customer.

Article 3 - Payment Methods of the Rental Fee The rental fee is paid by the Customer at the time of delivery of the bike.

Article 4 - Place of delivery and re-delivery The Parties agree that the bikes referred to in article 1 above, will be delivered by the Provider to the Customer at its premises (Provider) of **Figline Valdarno Via San Biagio 2** and that the Customer undertakes to return the bike to the same place of delivery.

Article 5 - Rental fee The rental fee includes only the rental fee for the availability of the bike for the duration of the Service Contract. The rental fee does not include any fines, flat tires, or any damage caused to the bike due to improper use, inexperience and negligence in the use of the bike by the Customer and/or by any third party authorized by the Customer to use the bike. Furthermore, the rental fee does not include anything not expressly provided for in this Rental Contract. The services will be provided only on the Italian territory.

Article 6 - Liability The Customer shall indemnify and release the Provider and Birorent S.r.l. with sole shareholder, the company that owns the bikes, from any administrative, civil and criminal liability for all fines, seizures, penalties, and other responsibilities related to the use and conditions of the bikes leased and of all their parts.

Article 7 - Bike use The Provider, at its sole discretion, may refuse the rental of bikes to people in a state of drunkenness, or under the influence of drugs, or for other reasons. During the use of the bikes, the Provider can carry out checks on users, and request the immediate return of the bike, in the event that improper conditions of use are identified. The minimum age for renting a bike is 18, below which the accompaniment and assumption of responsibility by a parent or guardian is required. In particular, the Customer undertakes to use the bike with the diligence of the good father of the family, without disposing of it, pledging it or allowing others to have property, pledge, mortgage or possession rights, for any reason that may affect the rights of Birorent S.r.l. with sole shareholder, owner of the bikes. The Customer undertakes not to install, without the express authorization of the Provider, any accessory that may cause malfunctions of the original electric parts of the bike.

The Customer also undertakes not to use or allow use of the rented bikes:

- a) for the transport of people or goods in contrast with the provisions of the law;
- b) for the transport of dangerous, explosive, or otherwise goods harmful to the good conservation of the bike;
- c) for the transport of smuggled goods;
- d) to take part in races, related path tests and/or competitions of any kind, sports or otherwise;
- e) for loads greater than those allowed, **MAX 120 kg**
- f) to push or tow trailers or other vehicles;
- g) by people in a state of drunkenness or under the influence of drugs;
- h) for any purpose contrary to the law;
- i) on sandy paths, in the presence of fresh and salt water and on rough roads that cause damage to the rented bike;
- j) by any person acting contrary to the laws and regulations of the state.
- k) the Customer declares to know how to ride the bike and to be in a psychophysical condition suitable for use of the bike.
- l) in the event that the user of the Service is a minor indicated in the Contract, the parent/guardian declares that the minor:
 - is able to ride the bike;
 - is aware of road traffic regulations;
 - is in a psychophysical condition suitable for the use of bike.

The User, or the parent/guardian, if the user of the Service is a minor indicated in the Contract, will also be exclusively responsible for cases of loss, theft, damage, of objects, people and/or animals, whether on or off the bike. Otherwise, the Customer will be responsible for damages caused to the minor, to vehicles or third parties. The Customer undertakes to park the bike in an appropriate manner, locked and alarm, if the bike is provided with one.

Article 8 - Damages, Accidents and Theft In case of theft of the bike or even some parts of it and of damages caused by vandalism or accidents, the Customer undertakes to:

- a) Immediately inform the Provider with a detailed description of the damage to the bike;
- b) In the event of total theft, to report to the judicial authority not later than 12 hours and to send a copy of the report to the Provider, and to immediately return all the keys of the bike, together with the battery

charger (if provided upon delivery of the bike). **It is agreed that in the event of total theft the Customer is obliged to reimburse a penalty equal to 3.100,00 Euro.**

c) In case of theft of parts of the bike, the Customer shall pay the Provider, as reimbursement, a penalty equal to the amount of the spare part as per the spare parts price list annexed to the RENTAL CONTRACT plus labour costs.

d) If the damages to the bike are greater than 70% of the purchase value of a new bike, the Customer shall pay to the Provider, as reimbursement, a penalty equal to the **"reimbursement value in case of theft of the bikes"** (see annex of the same name).

Article 9 - Personal Data Processing The Customer declares to have read and accept the information on the processing of personal data annexed to the Rental Contract in Annex A.

Article 10 - Customer Assistance For needs of any kind not specified in the previous points, contact

Figline Valdarno, date ____ - ____ - ____

Customer _____

Read, signed and entered into in all its parts including Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

Figline Valdarno, date ____ - ____ - ____

Customer _____

Annex A

Dear Customer,

we wish to inform you, pursuant to EU regulation 2016/679, that the processing of your personal data will be correct and transparent, for lawful purposes and protecting your privacy and your rights.

The treatment will be carried out also with the aid of IT tools for the following purposes:

- 1.to fulfill the obligation under Article 109 of the Royal Decree 18.6.1931 n. 773, which requires us to register and communicate to the police headquarters the personalities of the clients housed;
- 2.to comply with current administrative, accounting and tax obligations;
- 3.to perform the function of receiving messages and telephone calls addressed to her;
- 4.to speed up registration procedures in case of your subsequent stays at our hotel.
- 5.to send you our promotional messages and updates on rates and offers.

We also wish to inform you that the provision of your data for the treatments referred to in points 1 and 2 is mandatory, and in case of refusal to provide them we will not be able to host you in our hotel.

If you wish to have the treatments referred to in points 3, 4 and 5, you will have to give us your consent.

The consent can however be subsequently revoked opposing the treatments.

For any further information, and to assert the rights recognized by Article 7 of the Privacy Code (Legislative Decree 196/2003), you can contact the Data Controller.

The data controller is the Albergo Toscana srl, the person in charge is the legal representative.

Please regarding any question or request about your data, contact: privacy@albergo-toscana.com

Figline Valdarno, date ____ - ____ - ____

Customer _____