



di PELIZZI FIOLETTI GIANLUCA
 VIA ENRICO BERLINGUER, 8
 65020 SAN VALENTINO IN A.C. (PE)
 P.IVA 02221460682
 C.F. PLZGLC81B20L219G
 Tel. +39 3881060374

BICYCLE / E-BIKE RENTAL CONTRACT

The undersigned _____ born in _____ on _____
 resident in _____ street _____ n. _____
 country _____
 identity document type _____ n. _____
 tel. _____ mail _____
 rent on date _____ hours _____ up to date _____ hours _____ for:
 himself the model bicycle _____ and/or for:

- 1) _____ (minor) , model bicycle _____
- 2) _____ (minor) , model bicycle _____
- 3) _____ (minor) , model bicycle _____
- 4) _____ (minor) , model bicycle _____
- 5) _____ (minor) , model bicycle _____
- 6) _____ (minor) , model bicycle _____

according to the established rates.

Free accessories: helmet - battery charger - pump - anti-theft chain - mobile phone holder - digital map/tracks*

*The assessment of the difficulty of the route is the full responsibility of the renters who will decide whether to follow the routes indicated on the maps/digital tracks during the rental.

declares

pursuant to and for the purposes of art. 38 and 47 of DPR 28.12.2000 n.445 and aware of the consequences, including criminal ones, in the event of false declarations of articles 75 and 76 of the same DPR to have read the rental and compensation price list and the current regulation for the provision of the bicycle rental service which constitutes, for all legal purposes, a user contract, whose general contractual conditions declares, in accordance with current regulations, to know and accept, with particular reference to the consequences incumbent on the renter in the event of damage caused, during the use of the vehicle, to himself, to the rented bicycle, to third parties and to property and exemption from liability of the manager, pursuant to art. 1341, paragraph 2, of the civil code, which are approved in writing upon signing this application form.

NOTES _____

RENTAL REGULATIONS

The rental and use of the bicycle or the pedal assisted bicycle (hereinafter referred to as BICYCLES) presupposes the knowledge and unconditional acceptance by the user of this regulation, the rates, the opening and closing times of Majabike di Gianluca Pelizzi Fiolini (hereinafter referred to as MAJABIKE) manager of the asset. with registered office in via Enrico Berlinguer n° 8, San Valentino in Abruzzo Cittere (PE) - VAT number 02221460682, CF: PLZGLC81B20L219G.

- 1) The user declares to collect the bicycles and all the rented material in perfect working order and maintenance. Any damage must be reported and reported in the appropriate stylized bicycle box (see below).
 - 2) To obtain the rental of a bicycles, the user must present in advance to MAJABIKE a valid identity document or a driving license, a non-rechargeable credit card: these documents will be retained by the manager until the end of the rental.
 - 3) The use of the bicycles requires the physical fitness and technical expertise of those who intend to ride it. Therefore, the user declares to be equipped with adequate capacity and appropriate competence, without placing any reservations. In the case of use by minors with the signing of this contract, the parent / custodian or guardian of the minor assumes all the responsibilities indicated in this contract and by the civil code, and consequently authorizes the minor to use the bicycles under the conditions provided for by this regulation.
 - 4) The bicycles is to be used exclusively as a means of transport and must be treated with care, common sense and diligence, in order to avoid damage to the bicycles and its accessories. It is forbidden to use the bicycles to carry out commercial activities and it is possible to transfer it for use to other parties. The use of the bicycles for activities such as DownHill, Enduro, Bike Park and the use of the same on paths or similar prohibited by the state regulation or the Majella park regulation is prohibited.
 - 5) The user is responsible for the bicycles until it is returned to MAJABIKE; is also responsible for damage caused to himself, to the bicycle, to third parties and things during the use of the vehicle. No form of compensation can be requested from MAJABIKE.
 - 6) During the rental, the User does not enjoy any form of insurance nor is the bicycles covered by RC insurance. The user is therefore required to comply with the rules of the Highway Code. MAJABIKE declines any form of responsibility in case of improper use of the bicycles or failure to comply with the rules of the Highway Code.
 - 7) The Manager may carry out checks on Users during the use of bicycles and may request their return if it recognizes the conditions for improper use of the bicycles. The Manager may refuse the rental to people in a state of intoxication or under the influence of drugs (pursuant to articles 186-187 of the Highway Code) and for other reasons at the sole discretion of MAJABIKE itself.
 - 8) In case of loss of the bicycles accessories or for damage MAJABIKE will ask the Customer for the sum necessary for the original restoration of the bicycles, on the basis of what is indicated in this contract or, in the absence of the price list, the supplier's quote; in the event of total theft, the user must compensate MAJABIKE for an amount equal to the purchase cost of the bicycles.
 - 9) The bicycles must be returned, in compliance with the times indicated in this contract, in the same place where it was rented or in the place agreed with MAJABIKE. The bicycles is considered returned only if returned directly to MAJABIKE with the counter-signature of the return on the contract; the parking of the bicycles outside the rental point during closing time cannot be considered as redelivery.
 Failure to return the bicycles without prior communication or in any case not motivated by exceptional cases, will be considered as a theft crime and therefore reported to the Judicial Authority.
 - 10) The user may request MAJABIKE for an intervention to collect the bicycles, the cost of which is indicated in the contract; MAJABIKE is not required to intervene, therefore failure to intervene cannot be a cause of contractual breach. It is in MAJABIKE's interest to collect the bicycles, and only momentary contingencies can make the intervention impossible.
 - 11) The User must pay the relevant payment from the time of the rental start until he arrives for the termination of the rental agreement, in addition to any charges for damages, total or partial theft.
 - 12) In case of theft of the bicycles, the User must present to MAJABIKE a copy of the report made to the competent bodies and pay the amount equal to the value of the bicycles object of the theft (see Art. 8), which will be returned to him in case of discovery or recovery of the bicycles.
- Although not mentioned in this regulation, the relationship between the parties (contracting parties) is governed by the provisions of the civil code. For any dispute arising between the Parties, the competent court is that of Pescara.

PRIVACY INFORMATION NOTE

Consent to the processing of personal data pursuant to art. 23 of the code regarding 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 disclosed to third parties and the modification or cancellation may be requested in writing at any time.

The undersigned, as a parent or custodial parent of the minor, declares to have read the above information and expresses his / her free and informed consent to the processing of his / her personal data and personal data, including any cd. sensitive, relating to his / her son / daughter, for the performance of administrative activities aimed at the use of the services offered by the same.

RCS, _____
 (LUOGO E DATA)

the renter _____
 (FIRMA)