

MOTOR VEHICLE RENTAL AGREEMENT WITHOUT DRIVER

The Rent2Ride company of Gaetano Scarpetta, with registered office in Salerno, Via Mauro Clemente n. 24, Post code 84132, P.Iva 05873810658, rents to Mr/Mrs/Company _____ and signs this contract in his own name/as the legal representative of the company, the motor vehicle indicated in this contract, under the following general conditions set out below:

MODEL _____ DISPLACEMENT _____ LICENSE PLATE _____
PADLOCK _____ HELMETS _____ FUEL LEVEL _____ Km. _____
RELEASE DATE _____ EXIT TIME _____ SIGNATURE _____
DATE AND TIME OF RETURN AGREED _____ ACTUAL RETURN DATE _____ SIGNATURE _____

IN RETURNING THE VEHICLE I DECLARE _____

SIGNATURE _____

THE CLIENT – CONDUCTOR DATA

FIRST NAME/LAST NAME _____ BORN IN _____ ON _____
RESIDENT IN _____ PROV. _____ VIA _____
TAX CODE _____ IDENTITY CARD _____ DRIVING LICENSE N° _____
CAT _____ RELEASED BY _____ ON _____
WITH EXPIRATION _____ **A COPY OF DRIVING LICENSE IS ENCLOSED**
CREDIT CARD N. _____ WITH EXPIRATION _____
TELEPHONE _____ EMAIL _____

RENTAL FEE AND PAYMENT CONDITIONS (Iva enclosed)

RENTAL RATE _____ FOR PERIOD OF _____ DAYS _____ HOURS _____
THEFT AND FIRE INSURANCE _____ METHOD PAYMENT _____
Upon signing this as **DEPOSIT €** _____ **BALANCE** on delivery of the vehicle € _____
DEPOSIT _____ **PAID ON** _____ **BY MEANS OF** _____

The parties agree and stipulate that the rental will be regulated by the following terms and conditions that are integral part of this contract.

Art. 1. RELIANCE, MANAGEMENT AND CONDITION OF THE MOTOR VEHICLE

The motor vehicle in question is entrusted to the client (provided with standard equipment and vehicle documents) who becomes custody to all effects of law. The driving of the motor vehicle is allowed only if in possession of a valid driving license (A3 or B if achieved before 1988). The motor vehicle is entrusted to the client on the assumption (considered essential by the parties) he drives it personally. The client, therefore, assumes all risks and liability, in the case of entrusting the driving of the motor vehicle to third parties and for the other effects pursuant to art. 116, subparagraph 12 of Highway Code relating to the assignment to a person without a driving license. The client also declares that he has examined the rented motor vehicle and he has checked its excellent conditions, attested by the technical schedule and by the photos attached to the present contract under the letter "A" and "B", and in his opinion suitable for the intended use.

Art. 2. MOTOR VEHICLE CIRCULATION

The client is authorised to circulate **only and exclusively in Italy**. The client is responsible for the normal circulation of the vehicle as well as its correct use and ordinary maintenance. In case of need of roadside assistance, the client can call the Rent2Ride company. The client expressly agrees to indemnify, within the limits of law, the Rent2Ride company from any claim arising from the use of the rented vehicle in accordance with the contract. The client will have to reimburse the Rent2Ride company of any sanction and/or contravention resulting from infringements of the Road Code inflicted during the period of entrustment of the vehicle. The client undertakes to send Rent2Ride company within and no later than **24 hours** any report notified from the public authority. In the case of no transmission the client will be responsible for any disbursement and/or damage paid by the Rent2Ride company, directly or indirectly. In the event of fees and/or contraventions notified after the end of the rental, and it is difficult to trace the offending client, the Rent2Ride company is authorised to withdraw without notice the sum corresponding to the amount due on the client's credit card. By signing this contract, the client declares to have been informed by the Rent to Ride company that a small Apple-branded racker device called "Air Tag" has been installed on board the rented vehicle, the sole purpose of which is to trace and/or find the motor vehicle in the event of loss, theft or any other civilly or criminally relevant unlawful act committed against it. Therefore, the client gives full and liberating consent to the use of the above mentioned device and undertakes not to take any action to disable it, to turn it off, to disassemble it, to take possession of it or in any case to prevent and/or to hinder its correct functioning, under penalty of application of a penalty of € 100,00.

Art. 3. THE CONDITIONS OF USE OF THE MOTOR VEHICLE

The client acknowledges that he has no right on the rented vehicle and accessories supplied and that he cannot arrange these in any way. Particularly, it is strictly prohibited the sub-rental of the motor vehicle to third parties in any form. Furthermore, the client cannot in any case use or allow the motor vehicle to be used: (a) for the transport of people and/or things for commercial purposes; (b) to push or tow vehicles, trailers or other things; (c) in races, competitive tests, competitions on circuits, equipped facilities or routes open to the public; (d) under the influence of alcohol, drugs, hallucinogens, narcotics, barbiturates, intoxicants or any other substance capable impairing the state of consciousness and alertness or the ability to react; (e) in violation of customs rules, traffic regulations or other laws; (f) by a person other than the client, unless such person has been previously authorised in writing by the Rent2Ride company; (g)

for the circulation in prohibited areas or in areas of access or service to port or airport areas limited to traffic; (h) by a person who has provided the Rent2Ride company with false data and/or information regarding their age, name, date and place of birth, residential address or tax code; (i) for purposes contrary to the law. Furthermore, the client assumes the obligation to drive the motor vehicle personally and to keep it, together with the accessories supplied, with the utmost diligence and in compliance with the laws; (b) guarantee the functioning and the safety of the motor vehicle during the rental period; (c) indemnify the Rent2Ride from any claim made by third parties for damages suffered by the latter to the goods transported in the rented motor vehicle or due failures or incidents to the motor vehicle; (d) refund the Rent2Ride company, on presentation of an invoice, for any expense, including legal fees, that the same must incur in order to obtain the fulfilment of the pecuniary obligations due for any title or reason, expressly including those for unpaid motorway tolls, in addition to administrative expenses; (e) use the anti-theft devices with which the vehicle is equipped when it is parked or left, even if in closed places and guarded areas.

Art. 4. RULES OF THE CURRENT ITALIAN ROAD CODE

The client declares to be aware of the rules of the current Road Code. In any case, *ad abundantiam*, the Rent2Ride company declares with the signing of this contract to have informed the client of the main rules, particularly the legislative discipline on helmets, limits of speed and on the consequences deriving from their non-observance. Therefore, the client undertakes to drive the vehicle and to transport the passenger with an approved helmet worn.

Art. 5. INSURANCE COVERAGE OF THE MOTOR VEHICLE

The Rent2Ride company declares that he has provided the client with a photocopy of the insurance contract under the letter "C" and therefore the client declares to know, accept, undertakes to respect the conditions laid down by the insurance policy. The motor vehicle is covered by the insurance on civil liability (RCA), which covers damage caused to third parties and it also insured for theft and fire. If one of the afore mentioned events occurs, will be charged the client the possible deductible of the insurance policy. In case of theft or fire, partial or total, the client undertakes to report immediately the fact to the competent authority and to deliver to the Rent2Ride company no later than 24 hours from the fact the original of the complaint. The rental fee is also due for the days of no use of the motor vehicle due to theft or fire. The coverage decays in the case of total theft with no return of the keys.

Art. 6. CLAIMS

In the event of any accident, the client undertakes to communicate immediately the Rent2Ride company, even by telephone. The client must urge the assistance of the competent authority and, when necessary, must make a complaint to the competent authority. The client must ensure to obtain the data on witnesses and the other vehicles involved or, in any case, to obtain all the information for the determination of the responsibility of the accident. Furthermore, the client undertakes to send to Rent2Ride company, not later than 24 hours after the accident, a complete report of the accident on the "accident report form" (CID), which is enclosed in the vehicle documents. Finally, the client undertakes to cooperate and provide the necessary information and clarification to Rent2Ride company and/or its insurance, to its trusted lawyer in any investigation or extrajudicial and judicial proceeding.

Art. 7. RETURN OF THE MOTOR VEHICLE

The date and time of return of the rented motor vehicle have been agreed between the parties, before the start of the rental, and the client personally undertakes to respect what has been agreed. Any change must be agreed in advance in writing with the Rent2Ride company. A rental day is considered 24 hours with a tolerance of 30 minutes (except for the closing hours of the shop of which the client declares to be aware). After the expire of the time of tolerance, an additional rental day will be charged since fractions and intermediate terms are considered as a whole day. The return of the motor vehicle must take place during the opening hours of the Rent2Ride and in the hands of the person in charge. In any case Rent2Ride company reserves the right to terminate the contract and take possession of the vehicle at any time in case of violation of the conditions of use agreed, without anything being due to the client as compensation of damages, or for any title or/and reason. In any case, the client undertakes to return the motor vehicle on simple request, even verbal, of the Rent2Ride. The objects by anyone left in the motor vehicle once it is returned are considered abandoned and the Rent2Ride company is not required to keep and to return them.

Art. 8. THE CLIENT'S LIABILITY FOR DAMAGES

The client undertakes to return the motor vehicle and its equipment in the same conditions of delivery and, therefore, undertakes to replenish any missing items and compensate all damages caused, except for normal wear and tear. In particular, the client undertakes to compensate for damages caused by refuelling with fuel other than that provided for the rental motor vehicle and damages resulting from repairs performed or made directly by the client without the written consent of the Rent2Ride company or deriving from the circulation of the motor vehicle despite the presence of failure reported without the immediate return of the same. In the case of tyre punctures the client is required to replace the damage tyres at his own expense. It is not allowed the return of the vehicle with repaired tyres. In the event of damages of any kind are found on the motor vehicle the Rent2Ride company is authorised to withdraw without notice the sum corresponding to the amount owed on the credit card of the client. In the case Rent2Ride company will send the cost estimate, issued by an authorised garage chosen by the same rental company. If there are damages to the rented vehicle not immediately ascertainable on return of the vehicle for example damages to inaccessible components (engine, clutch etc) or not visible, the Rent2Ride reserves the right to inform the client subsequently as soon as possible providing all the documents proving the damage found before charging related costs. In the case of post rental penalties by traffic police and/or law enforcement, the Rent2Ride company is from now authorised to withdraw without notice the sum corresponding to the amount due on the client credit card, and to exhibit to the afore mentioned law enforcement documentation for the reduction of the licence points.

Art. 9. LIMITATION OF LIABILITY

Within the limits established by law, the Rent2Ride company cannot be held responsible, and by signing the contract the client waive for himself and his heirs or successors to advance any claim against the rental company for any damage suffered by the same or by third parties resulting from the use of the rental vehicle, for loss or damages to things owned by the client or third parties left in the vehicle or, lastly, for damages or inconveniences resulting from delay in delivery, from failure or any other cause that is beyond the direct and exclusive control of the Rent2Ride company.

Art. 10. PAYMENT METHODS AND DELAYED CHARGE SERVICE

The payment can be made in cash or by credit card. In case that, for any reason, the payment is not made in advance, it must in any case take place on the expiry date of the contract together with the return of the rented vehicle. Vehicles can be booked by e-mail, fax or by telephone. When reserving the vehicle, the client must provide a copy of the driving license, identity document and tax code. He must pay 30% of the motor vehicle rate and the period chosen to confirm the reservation. In case of cancellation by the client the Rent2Ride company may retain the amount paid as deposit. Upon signing this, a deposit specified in the contract will be requested. The "delayed charge" service consents the Rent2Ride to debit the account on the credit card used by the same for the rental, all amounts relating to the rental service, the amounts charged must be documented and attributable to the client.

Art. 11. PENALTIES

Failure to return the keys of the motor vehicle, even due to loss or theft, will result in a penalty of € 120,00. Failure to return the original motor vehicle Registration Certificate, even if lost or stolen, will involve for the client to compensate the Rent2Ride company for the entire cost to obtain the re-registration of the motor vehicle, to be quantified updated at the time of actual need and that in any case will amount approximately to € 250,00.

Failure to return the motor vehicle on the date and time agreed in this contract will involve in the unlawful possession of the client and will also oblige the client to pay a penalty, for each day or fraction of a day, equal to the sum of the daily rental increased by 15% for the first week and by 25% for the following weeks and up to the return date or date the Rent2Ride company repossesses the motor vehicle, in addition the loss of earnings due to the temporary unavailability of the motor vehicle of the rental service.

Art. 12. SYSTEMS OF CHARTERING AND ADDITIONAL SERVICES

The rental cost must be inclusive of IVA and the following services: anti-theft system and first full tank of fuel. The vehicle must be returned with the same initial level of fuel otherwise the driver will be charged of the missing litres.

Art. 13. TECHNICAL FAILURE OF THE MOTORCYCLE

In the case of a technical failure not attributable to the client and which precludes the possibility of using the vehicle, the Rent2Ride will, if possible, to replace the motor vehicle with a similar one. In the case that is not possible, the Rent2Ride company will reimburse the client for the unenjoyed part of the rental period already paid.

Art. 14. CONTRACTUAL CHANGES

Any change to this contract cannot take place, nor be proved, except by written instrument, countersigned by both parties.

Art. 15. CONTRACT RENEWAL

The present contract cannot be renewed except through a new written contract.

Art. 16. TERMS OF CLOSING

Although not expressly provided the parties refer to the provisions of the Civil Code and the laws in force. If a provision of this rental contract is null and void, such nullity does not determinate the invalidity of the other provisions.

Art. 17. TERRITORIAL JURISDICTION

For any dispute that may arise in relation to the contract the competent court is the Court of Salerno.

Art. 18. ELECTION OF DOMICILE FOR THE PURPOSES OF THIS AGREEMENT

The client declares and self-certifies under his own responsibility that the residential address indicated in the photocopied documentation attached is correct and for the present contract any communication and/or notification may take place at this address, except variations of the same to be communicated directly to the Rent2Ride company.

Art. 19. JOINTS OBLIGATIONS

Who subscribes the present contract in the name and behalf of another person or company will respond personally and jointly with the person represented of the obligations assumed towards the Rent2Ride rental company. The original of this contract (consisting of 3 pages) is retained by the Rent2Ride of Gaetano Scarpetta and a photostatic copy is released to the customer.

SALERNO, _____

RENT2RIDE of Gaetano Scarpetta _____ The Client _____

Pursuant to artt. 1341 and 1342 c.c. the client declares specifically to have read and approves in writing for the following terms and conditions: Art.5 (VEHICLE INSURANCE COVERAGE), Art.6 (CLAIMS), Art.7 (RETURN OF THE MOTOR VEHICLE), Art.8 (CLIENT'S LIABILITY FOR DAMAGES), Art.9 (LIMITATION OF RESPOSABILITY), Art.10 (METHODS OF PAYMENT AND DELAYED CHARGE SERVICE), Art.17 (TERRITORIAL JURISDICTION COURT), Art.19 (JOINTS OBLIGATIONS).

He also declares in accordance with artt. 1469ss. C.C., that the above-mentioned contract clauses have all been specifically brought to his attention.

The Client _____ **DELAYED CHARGE AGREEMENT**

The undersigned _____ card holder _____ with expiration _____ used at the time of the rental of the motor vehicle acknowledges and agrees from now all expenses mentioned in the contract among which, for example, but not exhaustive (fuel, insurance excess, fines or damage to motor vehicle, roadside assistance) detected o identified after the delivery of the vehicle and authorizes the Rent2Ride company to charge these costs on the same client's credit card.

The client _____

In accordance with art. 13 D. L.gs. 196/2003 and subsequent changes and additions the lessor informs the client the data provided by the same will be processed only for the necessary purposes of the performance of this contract and mutual obligations. The refusal to provide data will have as consequence the impossibility to rent the vehicle. The data will be processed in paper form with the help of information systems. The personal data may become aware of the staff of the lessor in charge of processing, of professional offices that handle accounting, of credit institutions in the case of payment by bank, of public authorities in the case of fines, of insured companies in the event of accidents which make the related coverage to operate, of legal studies and/or of other professionals of which the locator avails himself, as well as of judicial and administrative authorities, whenever necessary for the management of claims or legal procedures related to this rental. Except as expressly provided here. The data provided will not be communicated to third parties. In accordance with art. 7 L.gs 196/2003 the client has the right at any time to obtain the update, the correction, the integration, or the deletion of the data. The holder of the treatment is the lessor Rent2Ride of Gaetano Scarpetta with office in Salerno at Via M. Clemente n. 24.