

E-BIKE RENTAL AGREEMENT

(pedal-assist type)

AquadventurePark opening hours

-**July to August:** every day from 9 a.m. to 8 p.m.

-**September to May:** on Mondays, Wednesdays and Fridays from 8 a.m. to 8 p.m., on Tuesdays and Thursdays from 12 a.m. to 8 p.m., on Mondays and Sundays from 9 a.m. to 6 p.m.

Info & help: +39 0323 919799

Agreement n. _____ / _____

The undersigned _____ born in _____ on _____ and currently residing at _____ document type _____ document n. _____ phone number _____ email address _____ hereby rents from Acquadventure Ltd. an E-Bike for his/her own use [YES] [NO] / for his/her child/minor [YES] [NO] born in _____ on _____ the following e-bike/s nr _____ and with the following equipment: **helmet** [YES] [NO] **Battery charger** [YES] [NO] **anti-theft security chain** [YES] [NO] **complete repair kit** [YES] [NO] **child safety seat** [YES] [NO]

<u>1 hour</u>		<u>2 hours</u>		<u>3 hours</u>		<u>half a day</u>		<u>full day</u>	
1 st bike	2 nd bike								
€8.50	€7.00	€15.00	€13.00	€20.00	€18.00	€28.00	€25.00	€35.00	€32.00

COMPENSATORY DAMAGES LIST

- | | |
|---|---|
| <input type="checkbox"/> light kit rental: € 5,00 | <input type="checkbox"/> computer display : € 150,00 |
| <input type="checkbox"/> easy repair kit (spray):€ 9,00 | <input type="checkbox"/> helmet: € 30,00 |
| <input type="checkbox"/> punctured MTB tire: € 6.00 | <input type="checkbox"/> tire lever: € 2.00 |
| <input type="checkbox"/> pump: € 12.00 | <input type="checkbox"/> small bag :€ 25,00 |
| <input type="checkbox"/> punctured MTB tire back to the AquadventurePark: € 12.00 | <input type="checkbox"/> battery: € 600.00 |
| <input type="checkbox"/> lost lock keys: € 12.00 | <input type="checkbox"/> anti-theft security chain: € 30.00 |
| <input type="checkbox"/> e-bike pick-up service in Baveno: € 15.00 | <input type="checkbox"/> e-bike pick-up service within 15 km from Baveno: € 39.00 |

HEREBY DECLARES

pursuant to and by effect of articles 36 and 47 of the Italian Presidential Decree of May 28, 2000 and by being aware of the penal consequences which may result from mendacious declarations according to articles 75 and 76 of the same IPD

- That he/she has examined the rental and compensatory damages lists and the applicable regulation for the provision of the e-bike rental service (on the back of the page) which constitutes a supply agreement valid for all legal intents and purposes. He/she also declares to know and accept the agreement terms and conditions under applicable laws and regulations. Specific reference is made to the possible consequences on the lessee if damages are caused while using the bike to himself/herself, to the rented bike, to others and to things from which liability the contract manager is exempted pursuant to and by effect of the second paragraph of article 1341 of the Italian Civil Code. He/she has agreed in writing to such consequences by signing this request form.

PRIVACY POLICY INFORMATION NOTE

Authorization for personal data treatment pursuant to article 23 of the Italian Personal Data Protection Code (Legislative Decree 196/2003, the so-called "Privacy Code"). Personal data will be gathered and treated in accordance with provisions referred to in the Legislative Decree No. 196 of 2003. Data shall not be inappropriately handed to third parties. Their alteration or deletion may be requested at any time. The undersigned _____ as the parent/primary carer of the minor _____ hereby declares that he/she has read the above policy and authorizes personal data treatment, which includes sensitivity information, to fully perform so that the undersigned can enter the Park and be provided with the Park services.

Place and date: _____

LEGIBLE SIGNATURE _____

The contract manager _____



E-BIKE RENTAL REGULATION

(pedal-assist type)

E-bike rental and use imply knowledge and unreserved acceptance by the lessee of this regulation, of the fees and of the opening and closing hours of Lago Maggiore AquadventurePark, company manager based in Strada Cavalli, 18, Baveno (VB) – VAT registration number 02505850038 – Acquadventure Ltd.

- 1) The lessee declares that he/she has picked up an e-bike and all the rented material in perfect working and maintenance condition. Any possible damage caused must be reported and specified in the stylized bike box.
- 2) In order to be allowed to rent an e-bike, the lessee must show the AquadventurePark his/her driving license, a valid ID card or a non-prepaid credit card beforehand. The manager will retain the document until the end of the rental period. Alternatively, the user can lodge a €250 cash guarantee or charge the same amount on a pre-authorized credit card.
- 3) The e-bike use implies the physical fitness and the technical expertise of the person wishing to ride it. The lessee therefore declares to have the unconditional adequate capacity and technical expertise to do so. If the lessee is a minor, his/her parent, guardian or primary carer assumes by signing this regulation all legal responsibilities set out in the latter and in the Italian Civil Code. He/she consequently authorizes the minor to use the bike in accordance with the conditions set out in this regulation.
- 4) The bike must be used exclusively as a means of transport and handled carefully, with common-sense maturity and with duty of care in order to avoid damages to it and to its accessories. The bike's commercial purpose and third party use is forbidden.
- 5) The lessee is responsible for his/her e-bike until he/she returns it to the manager. He/she is also responsible for any damage caused to himself/herself, to the bike, to third parties and to things during its use. The manager is liable for no damage compensation.
- 6) During the rental the lessee has no insurance guarantee, nor has the bike (RC insurance not available).The lessee must therefore abide by the national road traffic regulations. The manager expressly rejects all forms of liability for any violation of the traffic rules.
- 7) The manager may carry out inspections during bike use and demand the end of the tenancy if there is evidence of improper use. The manager may refuse to rent bicycles to people under the influence of alcohol or drugs (in accordance with Articles 186 and 187 of the Italian Highway Code). The manager reserves the right to refuse to rent for other reasons as well.
- 8) If keys or accessories are lost and if damages are caused, the manager will ask the customer to provide him/her with the requested amount to restore the bike to its original state. The sum will be based on indications provided by this contract or by the contractor's quotation if the list is missing. If the bike is stolen, the lessee will have to pay damages to the manager for an amount of €1950 for each bike.
- 9) The bicycle is to be returned to the same place where it has been rented (AquadventurePark Lago Maggiore) in compliance with the opening hours specified in this contract. The bike is fully returned only after the manager has countersigned the contract. If bikes are left outside the rental outlet during closing hours, their return is not acknowledged. If the bicycle is not returned and prior notification or exceptional circumstances have not occurred, it will be considered a full theft, which will be reported to the judicial authorities.
- 10) The lessee may ask the manager to pick up his/her bike at the price specified in this contract. The manager is not obliged to pick up the bike. Therefore, his/her inaction cannot be considered as a breach of contractual obligations. It is in the manager's best interests to provide the pick-up service. Only unforeseen events can prevent him/her from providing it.
- 11) The lessee must pay for the entire duration of rental, from its beginning until the contract is closed out. The lessee must also pay for damages and theft (partial or full).
- 12) In case of theft, the lessee must give the manager a copy of the report filed by the competent bodies and pay him/her an amount equal to the bicycle's value (see article 8). The amount will be returned to the lessee if the bike is found or retrieved.

For anything else not specifically mentioned in this regulation and for the legal relationship between the contracting parties, please see the Italian civil code.

If disputes arise between the parties, the place of jurisdiction is Verbania.

Bike returned at _____ on _____
The customer _____

Bike returned at _____ on _____
The customer _____



LAGO MAGGIORE **AQUADVENTURE PARK**



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