

RENTAL AGREEMENT FOR ELECTRIC BICYCLES
(with assisted power-pedal) drawn up in 2 copies (one for the Customer)



PARKING ISLAND SCHEDULE

MON-FRI 8,30-13,30	14,30-19,30	SATURDAY 8,30 – 13,30
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Info and help line +39 320 4187030

N° _____ 2013 Date _____ time _____ BICYCLE N° _____ BATTERY RECHARGING NO YES

The undersigned _____ C.F. _____
 born in _____ on _____ citizenship _____
 living in _____ address _____ tel. _____
 identity document: Type _____ n° _____ Issued by _____
 on _____ rents from Smea Srl, the electric bicycle model Smea e-BIKE from (time) _____
 date _____ till (time) _____ date _____
 for his own use or his non adult son _____ born on _____
 in _____

RENTING RATES FOR BICYCLES AND ACCESSORIES

	3 h	½ day (5 hh)	1 day*	2 days*	3 days*	4 days*	5 days*	Each extra day*	Week End **
E-BIKE	€ 6,00	€ 9,00	€ 15,00	€ 27,00	€ 37,00	€ 45,00	€ 53,00	€ 7,00	€ 25,00
Child seat	€ 0	€ 3,00	€ 5,00	€ 8,00	€ 11,00	€ 13,00	€ 15,00	€ 3,00	€ 7,00
Child helmet	€ 0	€ 2,00	€ 3,00	€ 5,00	€ 7,00	€ 8,00	€ 9,00	€ 1,00	€ 4,00

* Return within 9,00 day after

**Saturday from 8,30 until Monday within 9,00

RATES FOR ADDITIONAL SERVICES

	3 h	½ day	1 day	2 days	3 days/WE	4 days	5 days	Each extra day*
Luggage safekeeping	€ 0	€ 2,00	€ 3,00	€ 5,00	€ 7,00	€ 7,00	€ 7,00	€ 1,00
Bicycle pick up (break down, flat tire, etc.) In Marsala € 20,00 - in Province € 30,00 - After 19,30 + 30%								

RATES FOR MAIN DAMAGES

Flat tire € 6,00 (e-bike returned on parking island)	Loss of keys € 10,00	anti-theft chain € 60,00	Battery € 300,00
Flat tire repair on site (Marsala land) € 16,00	Bike stand € 30,00	Bike saddle € 15,00	On board Computer € 90,00

HE HEREBY DECLARES

pursuant to and by effect of artt.38 and 47 of Presidential Decree 445 of 28.12.2000 and aware of the consequences including criminal penalties provided for in case of false declarations of artt.75 and 76 of the same Decree - to have read the price list for rental, services and compensation for damages, and the existing regulation for supplying bicycle rental service (on the back), which is, to all intents and purposes of law, a utility contract, of which he declares to know and accept the general terms and conditions, in accordance with existing regulations, with particular reference to the consequences falling on the User in case of damage caused, during the use of the bikes, to himself, to the bike, to third parties and belongings; and also with reference to exemption from liability of the operator, pursuant to article 1341, paragraph 2, of the Civil Code, which are approved in writing at the time of signing this application form; - to be informed, in accordance with article 7 of Legislative Decree 30 June 2003, No. 196, as amended, that the personal data collected will be treated, also through computer, only for the proceedings for which this request is made.

THE USER _____

THE OPERATOR _____

RETURN TIME _____ ON _____	CONTINGENT	DAMAGES	ASCERTAINED	AT	RETURN:

THE USER _____	THE OPERATOR _____				

RENTAL REGULATION FOR ELCTRIC BICYCLES (with assisted power-pedal)



The rental and use of assisted pedal-power bicycles (e-bikes) presupposes the knowledge and unconditional acceptance, by the User, of this regulation, rates, opening and closing time of the renting operator, SMEA srl, owner of the asset based in Marsala on May XI street n. 56 - VAT 02059460812.

- 1) To obtain the rental of an e-bike the User must previously submit a valid identity document at the Smea e-bike parking island, and formalize the rental agreement. The rental is reserved for adult holders of non rechargeable credit cards.
- 2) The use of the e-bike requires physical fitness and the technical expertise of those who intend to drive it. Therefore, when renting the bicycle the User declares to be endowed with adequate capacity and appropriate expertise, placing no reserve.
- 3) The bicycle is to be used only as a means of transport and is to be treated with care, common sense and diligence, in order to avoid damage both to the bike and related accessories. Use of the bicycle is both forbidden for business and third persons may not be allowed to use it.
- 4) The User is responsible for the electric bicycle until restitution to the Leaser; he is also responsible for damage caused to himself, to the bicycle, to third parties and belongings while using the Bike. The Leaser may not be required any form of compensation.
- 5) During the rental period the User does not benefit from any form of insurance nor the electric bicycle is covered by liability insurance. You are therefore required to comply with the rules of the Highway Code. The Leaser disclaims any liability in the event of improper use of the vehicle or failure to comply with the rules of the Highway Code.
- 6) The Leaser may carry out checks on Users during the use of bicycles and can request restitution if it ascertains conditions of improper use of the vehicle. The Leaser will refuse renting people in a state of drunkenness or under the influence of drugs (in accordance with Articles 186-187 of the Highway Code) and for other reasons at its own discretion.
- 7) In case of loss of keys, bicycle accessories or damage the customer will be required to pay the amount necessary to restore the vehicle to the original condition, based on the rates and supplier preventive; in case of total theft, the costumer will compensate the leaser the amount established in € 950,00 for each e-bike (list price new bike € 1.500,00).**
- 8) Rental is not allowed for more than seven consecutive days; in order to extend the rental of a bicycle over the seventh day the User must present himself at the Smea e-bike parking island before the end of the third day and fill out a new rental agreement.
- 9) The bicycle must be returned, in accordance with the given schedules to the same place where it was rented (Smea e-bike parkig island). The bike is considered to be restituted only if it is returned directly to the Leaser; return of the bicycle outside the rental point during closing time, is not considered to be a valid restitution. Failure to return the bike, without prior notification or however not justified by exceptional circumstances, will be regarded as a crime of theft and therefore reported to the Judicial Authority.
- 10) The User may require the Leaser an intervention to withdraw the bicycle, the cost of which is indicated in the price list; the Leaser is not bound to the intervention, therefore a failure to intervention cannot be considered cause of non-fulfillment. It is the Leaser's interest to withdraw the bike and only momentary contingencies may make the intervention impossible.
- 11) The User shall pay the relevant payment from the beginning of the rental until he will present himself to close the rental agreement, in addition to any charges for damage and total or partial thefts.
- 12) In case of theft of the bicycle, the User shall submit to the Leaser a copy of the report to the competent authority and pay the amount equal to the value of the stolen bicycle (see Section 2), which will be returned in case of recovery of the vehicle.

For anything not mentioned in this regulation the intercourse between the parties is regulated by the Civil Rules. For any disagreement between the parties Competent Court is Marsala.