



The rental of vehicles by Malcesine Rent di Guarnati Bruno e Figlio S.N.C. (hereinafter referred to as the "Lessor"), with registered office in Malcesine (VR), Via Gardesana n. 310, VAT IT04605770231 is governed and subject to acceptance by the Customer (both natural and legal person) by these General Rental Conditions, by the Rental Document, by the Tariff, by the Damage and Penalty Table and by the Privacy Policy in force at the time of signing the Rental Document.

#### 1. Object of the contract.

**1.1** The renting company / lessor grants the customer a vehicle (by way of example but not limited to: car, motorcycle or moped) which is delivered in a good maintenance condition and is supplied with all the documents, necessary for circulation.

**1.2** The vehicle at the moment of rental is supplied with a full tank of petrol, and it must be returned with full tank.

#### 2. Delivery of the vehicle and start of the rental.

**2.1** The rental begins when the Lessor delivers the vehicle to the Customer.

**2.2** Upon delivery of the vehicle, the Client undertakes to check its condition and equipment together with the Lessor's personnel in charge and, in particular, to verify that the vehicle is in perfect working condition, supplied with the equipment indicated in the Rental Agreement and free of any further goods or other assets and undertakes to return it in the same condition, except for the wear corresponding to the duration of the rental term and the mileage travelled.

**2.3** To drive a vehicle of the Lessor, the Customer must have a valid driving license (or recognized in Italy), and in force (not expired).

**2.4** The minimum age for the driver of our vehicles must meet the following requirements: \_

Mopeds 14 years old and AM or A1/B driving license (The carriage of a passenger is not allowed); \_

Motorcycles with 125cc displacement 16 years old and A1 or B driving license,

Motorcycles over 125cc displacement 18 years old and A2 or A driving license,

Car 18 years old and B driving license.

For Customers who are under the age of 18, the written consent of a Parent or guardian is required.

#### 3. Assistance to the vehicle.

**3.1** In the event of an accident, breakdown and/or of a need to have the rented vehicle transported, the Client must immediately contact the Lessor at the number indicated in the documentation supplied with the vehicle, who will provide all necessary information.

**3.2** Any maintenance and/or repairs carried out on the vehicle assigned to the Client without the authorisation of the Lessor and/or at workshops that are not affiliated with the Lessor shall not be reimbursed by the Lessor for any right or reason whatsoever

**3.3** If the Client requests a replacement vehicle, the Lessor reserves the right to decide whether or not to provide the replacement vehicle, at its own discretion, also based on the availability of vehicles in the place and at the time of the Client's request.

#### 4. Insurance.

**4.1** The Lessor guarantees that the rented vehicle is insured with a third-party civil liability vehicle insurance (RCA) policy with the minimum limits and rates required by the law and regulations in force.

**4.2** In any case, the policy does not cover damage suffered by the driver, nor his civil liability for damage caused by his own actions and his exclusive negligence to property and to animals transported with him, neither does it cover damage resulting from failure to comply with road obstruction and/or danger signs, or in any case resulting from failure to comply with laws or regulations.

**4.3** Since motorcycles cannot be covered by KASKO insurance, the Customer declares to be aware that the value of the vehicle used with all the equipment installed can be viewed at the following link: <https://www.malcesinerent.eu/en/vehiclevalue/vehiclevalue.html>

**4.4** In the event of an accident caused by the Customer through his own fault and responsibility involving third parties, the Lessor will charge the Customer the sum of the damages reported to the rented vehicle (which will be charged as per the Damages and Compensatory Penalties Table).

**4.5** The cars are covered by KASKO insurance

**4.6** By signing this Rental Agreement, the Client accepts therefore all the conditions of the insurance policy signed by the Lessor, such conditions being available to the Client upon explicit request.

#### 5. In the event of an accident

**5.1** In the event of an accident, the Client shall promptly, and in any case as soon as possible: immediately inform the Lessor by telephone, and, subsequently, submit within the next 24 hours a detailed report of all damages and/or vandal acts, filled out on the form attached to the vehicle documents (CAI - amicable statement of accident);

inform the nearest police authority;

A) take note of the names and addresses of the parties and witnesses;

B) provide the Lessor with any other useful information;

C) allow the instructions that the Lessor will provide regarding the custody and/or repair of the vehicle, complying with Art. 3 and 4 as well;

D) in the event of a claim with a counterparty, the Client undertakes, if the conditions are met, to sign the CAI form, which must be delivered by the Client to the Lessor mandatory within 24 hours or within the term of the rental, if they coincide;

**5.2** If the Client has not caused or suffered any damage even if he is involved in an accident, he must always report this accident when he delivers the vehicle to the Lessor, in order to allow him to protect his rights against fraud or unfounded claims.

**5.3** If the Client fails to declare a claim, even though he has been involved in one, he accepts the charge of the relative penalty as per the Damage and Compensatory Penalty Charge Table, also due to significant organisational inconveniences and higher insurance costs that the Lessor incurs as a result of the Client's omission of information.

**5.4** The Lessor shall not, under any circumstances, be held liable by the Client or by the persons transported by him, for any damages that may arise from the use of the vehicle, from traffic accidents, damages or problems of any kind resulting from the delay in returning the rented vehicle, or from any other cause beyond the Lessor's control.

**5.5** In the event that the Client has caused, by his wilful misconduct or negligence, any kind of damage to the vehicle and to the goods assigned/transported with it, he must reimburse to the Lessor all the costs of repair, vehicle immobilisation, devaluation, and any other incident-related expenses (consequential damage and loss of profit)

**5.6** In cases where the vehicle cannot be repaired as the damage exceeds the value of the vehicle, the Customer must pay the Lessor the full value of the vehicle (viewable in point 4.3 of this contract) no later than 7 (seven) days from the request made by the Lessor.

#### 6. Client's duties.

**6.1** Client is the custodian of the vehicle and acknowledges that he does not own any property right over it.

**6.2** The Customer must keep and use the vehicle with the due diligence of the "good father of the family" in particular, activate the safety systems with which the vehicle is equipped (steering locks) and shall not allow the vehicle to be used for the following purposes: to transport people and/or goods for commercial purposes;

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to push or to tow vehicles, trailers or other objects; to compete in races, competitions or speed tests; to transport animals, and shall not drive under the influence of alcohol, drugs, narcotics or any other substance that may diminish his awareness or ability to react.

**6.3** The Lessor and its intermediaries reserve the absolute right to refuse to deliver the vehicle: if, at the time of delivery, the client is in a psycho-physical condition that is unfitting and/or contrary to the Law; for a purpose contrary to the Law, regulations and orders of the Authorities; to a person other than the Client (unless that person was previously indicated in the rental letter and authorised by the Lessor); outside the national borders (Italy); for driving on dirt roads, motorways and toll roads; to third parties under no circumstances.

#### 7. Compensatory penalties and Client's liability.

**7.1** The Client, as the custodian of the vehicle during the entire rental period, undertakes:

A) to proceed with the payment of any penalty and/or fine issued to him during the rental period and to reimburse the Lessor for any other/additional payments, including legal expenses (both judicial and extrajudicial), incurred due to and/or as a result of the rental;

B) to pay the amounts due for parking or motorway tolls for the rental period, if not paid directly by himself;

C) in the event of loss and/or damage of any kind to the vehicle during the rental period, to pay the Lessor the amount corresponding to the loss and/or damage, including any penalties/deductibles, all in accordance with the rates indicated in the rental letter or in the rates currently in force (the applicable damage costs are available at the office in the Damage Charges and Compensation Penalties Table);

D) to return the vehicle within the agreed terms and conditions; any delivery delay after the first 30 minutes from the established time (if not agreed in advance), an extra of € 10.00 (ten/€ 00) will be added every 30 minutes of delay. For each day following the day foreseen for the delivery, a penalty of € 90.00 (ninety/00 €) shall be charged to the Client;

E) to pay the Lessor an amount equal to € 150.00 (onehundredandfifty/00€) in case of locking the keys in the vehicle (if mopeds/motorcycles: under the saddle or in the top case), loss or breakage of keys;

F) to pay the Lessor an amount equal to € 50 (fifty/00 €) in case of loss of the vehicle documents;

G) to pay the Lessor the costs of restoring and/or cleaning the vehicle if it is returned at the end of the rental with indelible stains and/or burns.

#### 8. Return of the vehicle and the rental conclusion

**8.1** The Client must return the vehicle to the Lessor's premises by the agreed date and time, or before this date and time if it's expressly requested by the Lessor.

**8.2** The rental period ends when the Lessor gets back the vehicle handed over and completes the check-up of the condition of the vehicle at the moment of its return, in discussion with the Client. The vehicle must be returned at the time stated in the Rental letter and in any case during the opening hours of the location where the rental began.

#### 9. Rental fees.

**9.1** The Customer, in addition to paying the Lessor what is indicated in the rental agreement and the provisions of the penalties, must be asked to pay a security deposit at the time of signing the Rental Agreement - exclusively by credit card or cash - variable (depending on the rented vehicle) between € 400.00 (fourhundred/00 €) and € 1000.00 (onehousand/00 €) to ensure compliance with the general and special terms and conditions established in this Agreement. Please also note that it will take up to 2/3 working weeks for the actual release of the credit card deposit.

**9.2** It is understood that this deposit shall be returned at the end of the rental period and after the vehicle has been inspected and the compliance with the general and specific terms and conditions of the Agreement has been verified.

**9.3** All the amounts indicated in this Agreement shall be paid by the Client whether he is a natural person or a legal entity; in the latter case, the legal representative of the company declares to accept, unconditionally and without any reservation the payment obligation, jointly with the company he represents at the time of signing.

#### 10. Payment.

**10.1** Payment can be done in advance at the delivery or after the return, in cash or by debit/credit card.

**10.2** The Lessor may in any case at its full discretion refuse to rent the vehicle to the Client.

**10.3** The Client, by providing his credit card information, authorizes the Lessor to charge all fees due as a result of the rental and deriving from it, and accepts that the credit card will be debited for all amounts due after the end of the contract, including compensation penalties, fines, motorway tolls, parking, transportation, case management fees, vehicle restoration costs, roadside assistance costs, costs of restoration and/or cleaning of the vehicle if returned at the end of the rental period with damages (stains and/or burns), costs of disposal for any objects, abandoned by the Client, and all other rental fees indicated in this contract.

#### 11. Privacy

**11.1** The Client is informed that, pursuant to Legislative Decree no. 196/03 and subsequent amendments and additions, the data provided by the Client may be processed in accordance with the aforementioned regulations. The Data Controller, pursuant to the Privacy Code, is Guarnati Bruno e Figlio S.N.C., con sede legale in Malcesine (VR), via Gardesana 310, 37018, Italia.

**11.2** The data shall be used by the Lessor and shall be processed with instruments suitable to guarantee their security and confidentiality, and the processing will be done by persons expressly instructed in accordance with the methods foreseen by the Privacy Code.

**11.3** These data may be used by the Lessor to enable the competent authorities to send a formal notice to the Client responsible for a violation of the Highway Code or any other legislative provision.

**11.4** The Client may at any time obtain the information referred to in Art. 8 of the Privacy Code and exercise his rights by sending a registered letter to Guarnati Bruno e Figlio S.N.C., Via Gardesana 310, Malcesine (VR), 37018, Italy.

#### 12. Client's Domicile and communications with the Client

**12.1** The Client declares that he elects his domicile at the address communicated to the Lessor, as resulting from the Rental Letter. Unless otherwise expressly indicated by the Client, contractual communications shall be made at the e-mail address indicated by the Client.

#### 13. Contacts

Malcesine Rent, Distributore Q8 - Malcesine +39 045 7400302

In case of emergency off-hour you can contact:

Bruno +39 347 8409709

Kevin +39 340 5098892

You can always refer to public emergency numbers: 112 / 118.

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Customer signature

