

# Vehicle Rental Contract

## VEHICLE RENTAL CONTRACT WITHOUT DRIVER GENERAL CONDITIONS OF CONTRACT

### 1. Premises and Definitions.

The Premises and annexes 1, 2, and 3 constitute an integral part of these General Conditions of Contract. The General Conditions of Contract apply to the rental of Vehicles also through the Lessor's website/app as well as through third-party platforms concerning the reservation of the Vehicle, verification of the driving license, credit card, and the rental of Vehicles. In these General Conditions, the following expressions have the following meanings: "Customer or Hirer" means the individual/legal entity who signs the Contract; "General Conditions of Contract" means this document, including annexes 1, 2, and 3, which form an integral and substantive part of it; "Special Conditions of Contract" means the specific agreements contained in the Rental Letter; "Driver" means the individual identified in the Contract who will drive the Vehicle. The minimum age required to drive the Vehicle is 18 years. The Driver is not considered a third party concerning the Vehicle insurance. "Contract" means the rental contract; "Lessor" means Freely srl, the company providing the scooters. "Vehicle" means the electric scooters better identified in annex 3. The Vehicle will be provided fit for circulation and in compliance with the registration and circulation tax, equipped with mandatory third-party insurance coverage. "Operational Area" means the departure and return locations of the scooters, which must correspond. This means that the vehicle must return to the point from which it started. "Driving License" means the driving license issued within the European Union (EU) and/or the European Economic Area (EEA) or outside the most important point is its validity.

With this rental contract, the Lessor rents out to the Customer, who accepts, the electric moped vehicle ALREADY IDENTIFIED (AND EQUIPPED WITH THE DESCRIBED ACCESSORIES) IN THE RESERVATION FORM N\* {{order\_id}} ON THE WEBSITE [freelylakecomo.it](https://www.freelylakecomo.it/), which the parties consider an integral part of this Contract.

### 2. Conclusion of the Contract and Deposit.

The Contract is finalized at the time of booking through the signature of the Customer and the Lessor or one of its authorized representatives, also through the Lessor's website/app or third-party platforms. The Lessor leases to the Customer for the period indicated in the Contract the Vehicle identified therein. The Contract does not involve packages or tourist services nor the organization and execution of a trip or vacation by the Lessor, consequently, the Lessor declines all responsibility in this regard. The signing of the Contract must be accompanied by the payment of a deposit of €500. Without such payment, the Contract cannot be considered validly concluded.

### 3. Rental Fee.

The Customer undertakes to pay the Lessor, based on the provisions in annexes 1 and 2:

- the due fee;
- VAT;
- the amount of fines and/or penalties incurred during the rental period if paid by the Lessor, and the related handling fees;
- motorway tolls and parking fees related to the use of the Vehicle by the Customer if paid by the Lessor, and the related handling fees;
- compensation, as determined in annex 2, for administrative detention and/or confiscation and/or the impossibility of subsequent rental of the vehicle by the Lessor attributable to the Customer;
- the handling fees for accident claims, as indicated in the relevant section of Annex 2;
- penalties;
- all expenses and charges incurred by the Lessor to obtain payment from the Customer of the amounts due, including legal fees;
- the costs of restoration and/or cleaning of the Vehicle if it is returned at the end of the rental period with indelible stains and/or burns or if it is damaged;
- the disposal costs of objects abandoned by the Customer in the Vehicle;
- reimbursement of expenses incurred for recovering the Vehicle not returned to the agreed location for

any reason and any amount paid to the damaged party in case of an accident caused by the Customer's fault;

- the amount corresponding to any other service the Customer has used or purchased at the time of rental;
- any item expressly indicated in the Contract;
- the cost of administrative services.

The mileage rate is determined by reading the odometer. The Customer is required to periodically check that the odometer is working and must immediately notify the Lessor of any malfunction, following the instructions given by the Lessor or their representative. If, at the time of return, the odometer appears tampered with or broken, the unlimited mileage rate will be applied. Whenever the rate must be based on the number of days, the term "day" defines a 24-hour period starting from the moment the Vehicle was delivered to the Customer, unless otherwise specified in the rate. No administrative handling fees or penalties will be charged to the Customer in addition to the estimated fuel cost.

The Customer will pay the rental fee at the time of booking. The payment term is essential, meaning that failure to pay within the specified terms will result in the termination of the contract under Article 1457 of the Civil Code, and the Lessor will be entitled to claim a penalty equal to 80% of the total rental cost, retaining the amounts paid as a deposit up to the penalty amount and demanding the payment of the remaining amount up to the penalty. The condition of the vehicle will be checked and verified every evening by the Lessor to ensure that the vehicle is always in good working order and to check for any damages. The delivery and return of the vehicle will take place at the location indicated in the Rental Letter or the collection report.

In case of late payment of the amounts due, default interest at the rate of 8% will be applied.

#### 4. **Security Deposit.**

To ensure the correct use and integrity of the Vehicle, the Customer must pay the security deposit at the time of Vehicle collection in the amount specified in the Contract. The Customer will be entitled to a refund of the security deposit within 7 days of returning the Vehicle, provided that no defects or damages to the Vehicle are found.

Unless otherwise communicated in writing to the Lessor, the security deposit will be refunded to the same credit card used for the payment of the security deposit.

The security deposit may be retained in whole or in part to cover: a) any damages caused during the rental period as well as the costs of any necessary damage assessment; b) expenses incurred in case of loss of the Vehicle's keys or registration documents; c) damages to third parties, including cases of theft or fire of the Vehicle. The deadline for the payment of the deposit is considered essential, meaning that failure to pay within the specified terms will result in the immediate termination of the Contract under Article 1457 of the Civil Code, and the Lessor will be entitled to claim a penalty equal to 80% of the total rental cost, retaining the amounts paid as a deposit up to the penalty amount and demanding the payment of the remaining amount up to the penalty.

#### 5. **Payment Method.**

The payment of the deposit, the rental fee, the security deposit, and the penalty must be made by credit card.

The Customer who makes the payment of the deposit and the rental fee by credit card authorizes the Lessor to make all charges provided for in these General Conditions of Contract directly through the same credit card.

#### 6. **Vehicle Pickup and Start of Rental.**

The rental begins when the Lessor or their delegate delivers the Vehicle to the Customer. The Vehicle is delivered in good maintenance condition. Upon delivery of the Vehicle, the Customer declares not to have caused any damage to the vehicle or to third parties unless reported to the Lessor. Therefore, it is assumed that if the customer does not declare anything or make reports, the rental has not encountered any problems of any kind. Otherwise, the customer is required to report any damages to the lessor by contacting the provided phone numbers and email addresses. In any case, the condition of the vehicle will be checked daily by the Lessor or their representative. The Vehicle is delivered with all the necessary circulation documents. At the time of vehicle delivery, the customer is required to: i) take delivery of the Vehicle with due care in its custody, ii) preliminarily verify that the condition of the

Vehicle corresponds to what is reported in the collection report, reporting any discrepancies and damages, iii) report if the battery level is not correctly indicated, iv) verify that copies of the registration booklet, insurance certificate, "green card" (international insurance certificate), accident report form, and appropriate charging cables are present in the Vehicle.

**The Customer is also required to: i) carefully check the condition of the Vehicle before driving, ii) exercise reasonable care and diligence in the use of the Vehicle, iii) use the Vehicle in accordance with the laws of the country in which it is driven, iv) use the Vehicle as permitted by law and for lawful purposes, v) refuel the Vehicle with suitable and/or appropriate charging cables provided with it, vi) stop the Vehicle if a malfunction that may compromise safety is detected, as well as any other malfunction, and immediately notify the Lessor or their delegate.**

**It is the Customer's responsibility to inform the Lessor's staff of any discrepancies from what is indicated in the Contract.**

## 7. Vehicle Ownership.

The Customer is the custodian of the Vehicle and acknowledges that they do not hold any real rights to it, as only the possession of the Vehicle is transferred to the Customer through the Contract, with the ownership of the Vehicle remaining fully available to the Lessor.

## 8. Return.

The rental period ends when the Lessor takes back possession of the Vehicle, or when the Customer returns the keys. The Lessor checks the condition of the vehicle every evening.

**The Customer is required to return the Vehicle during the agreed-upon time** to the designated personnel and location specified in the Contract, or whenever requested by the Lessor, with the same accessories and in the same condition in which it was received, except for normal wear and tear. The Customer remains responsible for the Vehicle if it is returned differently from the agreed-upon method or in the absence of the designated personnel to perform the check-in.

If the Customer returns the Vehicle before the agreed-upon date and time, no refund is provided for unused days.

**If the Customer needs to return the vehicle beyond the established time/date, they must obtain written consent or via email from the Lessor for the extension of the rental period at least 24 hours before the scheduled rental expiration.**

If the Vehicle is not returned to the Lessor by the indicated rental date or any different date approved in writing by the Lessor, **the Customer must reimburse the Lessor for each extra day of rental, along with a penalty for the late return of the Vehicle as specified in Annex 2. Additionally, the Customer shall cover all expenses incurred by the Lessor to regain physical possession of the Vehicle, as well as the loss of earnings due to the unavailability of the Vehicle and compensation for any damages suffered.**

## 9. Insurance.

The Lessor undertakes to provide the Vehicle with the insurance coverage and additional services indicated, subject to changes in the policy during the term of the contract.

In particular, the Lessor guarantees that specific third-party liability insurance (RCA) has been taken out for the Driver, with the minimum limits and maximum amounts imposed by current laws and regulations. An insurance policy summary is available at the following link ..... (insert link).

Unless otherwise agreed in writing, the policy does not cover damages suffered by the Driver or their civil liability for damages to transported goods and animals, nor does it cover damages resulting from failure to comply with road signs indicating obstructions and/or danger, or from failure to comply with laws or regulations. The policy covers the Driver's civil liability for damages suffered by third parties transported. In the event of an accident caused by the Driver's fault involving third parties, regardless of the damages to the rented vehicle (which, if present, will be charged as per Annex 2), the Lessor will charge the Customer, in addition to administrative expenses for managing the accident claim, any additional amount that will be charged to them by the insurance company as a non-eliminable deductible. Unless otherwise agreed in writing, the Customer is informed that the rented Vehicles are covered by insurance against the risk of theft, loss, fire, robbery, and damages to the Vehicle.

#### 10. **Theft, Fire, Damages.**

The Customer undertakes to compensate the Lessor for any damage resulting from theft, fire, loss, robbery of the Vehicle or parts thereof, not covered by the conditions of the subscribed insurance policy.

In the event of misappropriation or the Driver's liability attributable to the Customer's fraud or gross negligence, as well as in cases of damages, theft, fire, loss, robbery, misappropriation occurring after the termination, for any reason, of the Contract and loss of possession of the Vehicle due to reasons other than damages, theft, fire, loss, robbery duly reported during the contractual period, the Customer undertakes to fully compensate the Lessor for any damage suffered. All optional extras and accessories are not covered by liability limitations.

In the event of loss or theft of only the vehicle's key, the Customer undertakes to immediately report the incident to the competent Authority and to provide the Lessor with the original report. The rental fee (calculated based on the rate established in the Contract) is also due for the days of non-use of the immobilized Vehicle. For the replacement service of the second key, the Customer is required to pay the amounts specified in Annex 2. If the Customer fails to provide the original report to the Lessor, the Lessor, after the Vehicle return date specified in the Contract, may regain physical possession of the vehicle in any way, even against the Lessee's will, and the Lessee will be required to reimburse the Lessor for the expenses incurred as well as pay the rental fee (calculated up to the date of vehicle recovery) and the cost of replacing the second key.

#### 11. **Accidents.**

In the event of an accident, even if third parties are not involved, the Customer undertakes to:

- 1) inform the Lessor immediately and in any case no later than 12 hours (by phone at the following numbers: mobile phone 1: +39 3481175371 / mobile phone 2: +39 3407916601; via certified email at the following address: [pec@pec.freelylakecomo.it](mailto:pec@pec.freelylakecomo.it)), transmitting a detailed and complete report of the accident, including the completed Mutual Statement Form (CID) in all parts and complete with the contact details of all parties involved.
- 2) inform the competent authorities;
- 3) take note of the names of the parties and witnesses;
- 4) follow the instructions provided by the Lessor regarding the custody of the vehicle.

If the Customer fails to report an accident even though it has occurred and the Lessor subsequently becomes aware of it, the Customer shall be liable to pay a penalty as specified in Annex 2, also due to the significant organizational inconveniences and additional insurance costs incurred by the Lessor as a result of the Customer's failure to report.

#### 12. **Vehicle Breakdown.**

In the event of a technical breakdown of the rented vehicle not attributable to the Customer, which prevents the use of the vehicle, the Lessor will, if possible, provide a replacement vehicle of similar type. In case of impossibility, the Lessor will reimburse the Customer for the unused portion of the already paid

rental period. Any tire punctures must be repaired by the Customer, and the related expenses must be borne by the Customer. In any case, the Customer undertakes to report any tire punctures to the Lessor for obvious safety reasons. The abandonment of the Vehicle, both in Italy and abroad, obliges the Customer to reimburse all direct and indirect expenses necessary for the recovery of the Vehicle.

#### 13. **Seizure of the Vehicle.**

In the event of the vehicle being seized/confiscated by the judicial authorities due to causes attributable to the Customer, the Lessor will charge the Customer the daily rental cost until the vehicle is released, calculated based on the conditions stated in these General Terms and Conditions and in the Contract.

#### 14. **Customer Obligations.**

The Customer is the custodian of the Vehicle and undertakes to:

- Drive and keep the Vehicle, along with the accessories, diligently, with the utmost care, and in compliance with all legal regulations, rules, and any warnings and precautions suggested by the Lessor;

- **Drive the Vehicle with an approved helmet worn**, and transport the passenger only with an approved helmet worn;
- Ensure that the Driver complies with the obligations outlined above and be responsible to the Lessor for the Driver's actions;
- **Safeguard the Vehicle, along with the provided equipment, with the utmost diligence and in compliance with all legal regulations;**
- Perform ordinary maintenance;
- Pay any fines and/or penalties imposed during the rental period and reimburse the Lessor for any expenses, including legal expenses, incurred due to or as a result of the rental and any disputes raised;
- Pay the amounts due for parking or highway tolls related to the rental period;
- Indemnify the Lessor against any claims from third parties for damages suffered by or to the transported goods or otherwise located on the Vehicle;
- Indemnify the Lessor against any claims and/or demands from third parties for damages suffered by them and/or suffered by their property, however related to this rental;
- Reimburse the Lessor, upon presentation of an invoice, for any expenses, including legal expenses, incurred by the Lessor to obtain the fulfillment of monetary obligations for any reason, such as expenses for unpaid highway tolls, and authorize such amounts, increased by accessory legal expenses, to be charged to their credit card;
- **Return the Vehicle in order and in the same condition as observed at the time of rental.** Any damage to the Vehicle will be assessed upon return, and the corresponding restoration cost will be charged to the Driver. It is understood that if, at the request of the Driver, the return of the Vehicle and its keys has been authorized by the Lessor during a different time than agreed upon, the rental will end on the date and time agreed upon in the Contract;
- Drive or use the Vehicle personally and not transfer, either for free or for consideration, and for no reason, the use of the Vehicle to third parties unless indicated as Drivers in the Contract.

**In particular, the Customer must not:**

- Use the Vehicle for commercial purposes, for any kind of competitions, both sporting and non-sporting, or for trials, races, speed competitions, towing other vehicles or trailers, transporting fuels, inflammable materials, explosives, or corrosives;
- Allow the use of the vehicle by persons other than the authorized driver;
- Use, even through third parties, the Vehicle for the paid transport of people or goods;
- Sublease or rent out and sublease or rent out, even with a driver, the Vehicle;
- Transport animals, substances, and any other items that, due to their condition or odor, may damage the Vehicle and/or delay the possibility of re-renting it;
- Perform any repair work on the rented Vehicle without the written consent of the Lessor;
- Use the Vehicle and ensure that the Driver does not use the Vehicle under the influence of drugs, narcotics, alcohol, or intoxicants, or other substances capable of impairing the ability to understand and react;
- Use the Vehicle and ensure that the Driver does not use the Vehicle for a purpose contrary to the law;
- Use the Vehicle and ensure that the Driver does not use the Vehicle for circulation in prohibited areas and in access or service areas to restricted traffic zones;
- Allow the Driver to use the Vehicle who has provided false information to the Lessor about their age, name, or address;

A Customer who uses the Vehicle for more than 30 days is required to personally fulfill the communication of their name to the civil motorization pursuant to Articles 94 paragraph 4-bis of the Italian Road Traffic Code (C.D.S.) and 247-bis, paragraph 2, letter B) of Presidential Decree no. 495/1992, bearing any expenses and charges. With the appropriate delegation from the Customer, the Lessor may directly take care of this task, placing the respective burdens and costs directly on the Customer.

**15. Driving Abroad.**

Unless otherwise agreed in writing, the Vehicle may only circulate in Italy.

**16. Liability.**

The Lessor assumes no responsibility, after the delivery of the Vehicle, for deficiencies, faults, or other

defects of the Vehicle not detected during the evening inspection unless they are due to his gross negligence or non-compliance. The Lessor cannot be held responsible towards the Customer, or the driver of the Vehicle and/or its passengers, for any damages of any kind they may suffer due to malfunction of the Vehicle or road accidents. The Lessor cannot be held liable for any damages resulting from these circumstances to persons or property on board the Vehicle. Furthermore, the Lessor will not be responsible for any events occurring after the delivery of the Vehicle that are not attributable to him and that make the use of the Vehicle partially or totally impossible. By way of example and not exhaustive, such events may include illnesses or other impediments of the Customer or Driver, the inability to use the Vehicle following accidents of the Customer or Driver even if caused by third parties and covered by insurance, natural disasters, pandemics, limitations imposed by Law or competent Authorities, strikes, thefts, riots, wars, force majeure, and unforeseen events, etc. Any objects left behind by the Customer/Driver in the Vehicle will be considered abandoned and the Lessor is not obliged to keep or return them. The Customer waives any claims against the Lessor for any damage suffered by him or third parties resulting from the use of the Vehicle or for loss or damage to the Driver's property left in the Vehicle, or for damages or inconveniences resulting from delays in the delivery of the Vehicle, or from breakdowns, unforeseen events, and any other cause beyond the Lessor's control.

#### 17. **Express Termination Clause.**

The violation of even one of the obligations in Article 14 of the General Terms and Conditions of the Contract entitles the Lessor to terminate the contract pursuant to Article 1456 of the Civil Code and to claim compensation for the damages suffered.

#### 18. **Withdrawal and Penalty.**

If the Customer has made the reservation of the Vehicle through the Lessor's website/app, through third-party platforms, or by telephone with the Lessor or his delegate, it will be possible to communicate the withdrawal within 14 days of the reservation by following the specific procedure outlined on the reservation website/app or by sending an email or registered letter with return receipt to the Lessor's contact details. It is understood that the Customer will be required to pay a penalty: a) equal to 50% of the total rental cost if the withdrawal is communicated within 7 days before the scheduled date for the vehicle pick-up; b) 80% of the total rental cost if the withdrawal is communicated after this term and, in any case, at least 5 days before the scheduled date for the vehicle pick-up; c) the full agreed rental amount if the withdrawal is communicated 24 hours before the scheduled date for the vehicle pick-up.

#### 19. **Vehicle Tracking.**

The vehicle may be equipped with geolocation systems and tracking devices to locate it in case of theft or failure to return to the rental office or if an accident or mechanical failure occurs.

#### 20. **Law and Exclusive Jurisdiction**

This Contract is governed by Italian law. For all disputes concerning the validity, interpretation, execution, or termination of this Contract, the exclusive jurisdiction will be the Court of Como.

#### 21. **Final Clauses.**

In case of conflict between the clauses of the General Terms and Conditions of the Contract and the Contract, the provisions of the Contract shall prevail. In the event of a conflict between the Italian version of the General Terms and Conditions of the Contract/Contract and the English version, the Italian version shall prevail as the English version is merely a translation. Any amendment or addition to the Contract, under penalty of ineffectiveness, must be made in writing and duly signed. The possible total or partial nullity of one or more clauses of the Contract does not affect the validity of the remaining provisions. In such a case, the Lessor and the Customer will agree to replace the null clauses with valid provisions of equivalent or similar content and, in any case, suitable to achieve the contractual purposes, unless they are essential clauses.

## 22. Domicile and Communications.

The Customer declares to elect domicile at the address communicated to the Lessor in the Contract. Unless otherwise indicated, contractual communications will be sent to the email address provided by the Customer. The Lessor declares to receive communications at the following email: [freelylakecomo@gmail.com](mailto:freelylakecomo@gmail.com), mobile: +39 340 791 6601 / +39 348 1175371.

## 23. Personal Data Processing.

The Lessor undertakes to strictly comply with the obligations deriving from the personal data protection regulations (GDPR 679/2016 and Legislative Decree 196/2003 as amended by Legislative Decree No. 101 of 2018). The personal data of the signatories of the Contract, as well as third parties involved in the management of the Contract, and any other interested parties whose data is obtained during the execution of the Contract, will be processed in compliance with the rights of the data subjects as per Articles 15-20 of GDPR 679/2016 and in accordance with the following. Personal data will be processed exclusively for the purpose of executing this Contract, fulfilling related legal obligations, operational or management needs, as well as providing news and information related to the activity carried out, including to third parties. For these purposes, personal data may be communicated to third parties, such as public authorities (including judicial authorities), consultants, and external suppliers that the Lessor uses in the execution of the activities provided for in the Contract, such as accountants, auditors, labor consultants, lawyers. The processing of personal data for the aforementioned purposes is necessary for the execution of the Contract. The personal data thus communicated will be retained by the receiving party for the time necessary for the execution of the contract and, thereafter, for the duration of the applicable prescription period. The Lessor will not process or use personal data for purposes other than those necessary for the execution of the Contract, nor will they process personal data for their own purposes.

### Attachment 1

#### A) RENTAL COSTS

Half day 79€ + vat

Full day 99€ + vat

2 days 190€ + vat

3 days 280€ + vat

### Attachment 2

#### CHARGES UPON THE RETURN

**Penalties for Non-Compliance:** 200€ - 7.500€

**Penalty for undeclared accident:** 400€ - 5.000€

**Expenses advanced by the Lessor:** 100€ - 6.000€

**Fine and penalties advanced by the Lessor:** 200€ - 4.000€

**Technical assessment for damage calculation:** 80€ - 1.500€

**Compensation for administration detention and/or confiscation and or inability to use the vehicle attributable to the Lessor:** Equal to the rental cost as determined in Attachment 1 up to a maximum of 8.000€

**Other charges:** 100€ - 3.500€

**Costs of managing accident procedures/parking payments and fines:** 80€ - 4.000€

#### PAYMENT RETENTION IN CASE OF SERVICE CANCELLATION

**Up to 7 days before the booked date:** 50%

**During the 5 days before the booked date:** 80%

**Within 24 hours before the booked date:** 100%

#### DAMAGE PENALTY

Helmet: 180€

Top case plate: 80€  
Top case: 100€  
Charger: 250€  
Indicator: 80€  
Front shield: 400€  
Key: 200€  
Wheel: 200€  
Air vent: 180€  
Wood shell: 350€  
Saddle: 500€  
Plate: 300€  
Mirror: 65€  
Battery: 750€  
Motorcycle stand: 70€  
Shock absorber: 350€  
Lights: 300€  
Breaks: 300€  
Display: 200€  
Mudguard/mudflap: 80€  
Knob: 40€  
Phone holder \*: 35€

\*Please note that the rental company assumes no responsibility for any damage or loss if your phone falls or gets damages from the phone holder on the scooter

#### **CHARGE UPON RETURN IN CASE OF DELAY**

15 mins delay - 25€  
20 mins delay - 45€  
30 mins delay - 65€  
1 hour of delay - 100€  
Above the hour of delay - 200€  
Every more hour of delay - 150€

All items listed in Annex 2 will be deducted from the deposit. If necessary, additional charges will be directly applied to the registered credit card.

X



# Signature Certificate

Document name: Vehicle Rental Contract

🔒 Unique Document ID: 39FD591ED4C13C0EF0BD915F5A7384A57A41B589

LEGALLY SIGNED USING  
**WP***signature*  
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## Timestamp

June 14, 2023 12:31 pm  
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## Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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