

GENERAL TERMS AND CONDITIONS OF RENTAL

1. **CONTRACT:** this contract is concluded between the company AGROPOLIRENT (renter) and the customer (hirer) and it can be downloaded from the page RESERVATION.

2. Equipment:

The vehicle is delivered with sealed odometer, standard tools, a spare tire, car radio, vehicle registration certificate. Cars are rented with full tank, and you are expected to return it **full**.

3. RESERVATION:

Vehicle pick-up is provided at our company and we need the following information: :

- Name and surname, a valid driver's license, with addresses and phone numbers of the person making the reservation.
- A major Credit card in renter's name at the time of rental or a deposit in the amount of the calculated rental charges, plus an additional deposit, depending on the vehicle.

In the event any booking is cancelled after 36 hours of the scheduled pick up time or if a booking is not cancelled and the customer does not pick up the vehicle, the customer must also pay a sum equal to the rate rental for the days booked VAT-exempt; if a reservation should be done within 24 hours of the car pick-up the period of notice is not provided and the customer has to pay the full rate of the rental for the days booked VAT-exempt

You agree to provide AGROPOLI RENT with true, current and accurate information and you declare to be aware of the fact that in case of false information you will be liable to prosecution and that identification documents provided are originals and valid.

We promise to deliver the model you booked, but please understand that we can't guarantee that the specific model you choose will *a/ways* be available and in case it should not be available you will be given a similar car of the same category or a higher category to the same conditions and price.

4. DELIVERY AND RETURN OF VEHICLE:

The rental starts on the day and time of delivery of the vehicle to the customer and expires the day and the hour of the return of the vehicle to the renter.

- vehicle pick-up : at 9.00 (unless otherwise agreed by telephone)
- vehicle return : within 20:00 (unless otherwise agreed by telephone)

5. EXTENDING RENTAL DURATION:

If the Customer who has booked a vehicle should arrive late to pick up the car with respect to the time indicated in the reservation he must telephone to our Agency to number 0974826301 or 3357866403 confirming its late arrival and we will be waiting for him up to 60 minutes and after that we do not guarantee that he will find the car or will have to wait several time for pick-up.

Should the Customer decide to extend any rental and modify the terms of return (place, date, time, etc..) he must obtain the prior written consent of the renter making a formal request within 12 hours before the estimated date and time the vehicle will be returned. At the end of the rental we offer a grace period of 60 minutes, after which we will charge an extra day in order to compensate us for loss of rental .

6. CONDITION OF THE VEHICLE:

The vehicle is in perfect condition and fully functional in all its parts, with full fuel tank and provided with all documents required by law for road circulation and a valid RCA insurance policy and with a copy of this contract signed ; the hirer is obliged to guard the vehicle and the above documents entrusted to him with all diligence and fairness.

The Customer undertakes to return the vehicle in the same condition as when it was delivered to him /her . Furthermore, the

Customer acknowledges that the vehicle inspected before delivery has no scratches on the vehicle's body or to internal parts besides those signaled with a specific written note in the renter contract .

7. USE OF THE VEHICLE:

The renter declares that the vehicle delivered is in good operating condition.

The vehicle will not be conducted:

- Under the influence of alcohol, drugs or other or any other substance known to impair driving ability-
- without a valid driver's license or expired.
- Off-road or on unsuitable roads
- For the transport of illegal goods (smuggling, drugs etc..).
- To participate in sporting events or other racing events.
- Travel abroad without prior written permission from the renter.

8. VEHICLE'S CIRCULATION:

Vehicles hired are allowed to circulate only in Italy for the proper maintenance of the vehicle and in case of exceeding the maximum distance allowed we reserve the right to assert claim for the greater damage

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The customer is personally responsible for the infringements committed to the rules of the Road and failure to pay tolls and he will be required to reimburse, for the entire amount, penalties and expenses in addition to EUR 20.00 for administrative costs .

9. RENTAL PAYMENT OPTIONS

30% of Rental payment will be done at reservation and the remaining 70% upon delivery of the vehicle. Accepted car rental payment method: cash, bank transfer, credit card, debit card) .In case of failure to pay under the terms and conditions established, the contract will be terminated in accordance with Law and the renter can withhold what has been paid previously. . Full payment must be done at the time of delivery.

10. DEPOSIT:

For the rental of each vehicle (excluding bicycles) you are obliged to leave a deposit, that will be returned upon vehicle's delivery if it is not damaged. Any excess Km's will be deducted from your deposit . Deposit can be in cash or a hold on your credit card.

The amount of the deposit varies from vehicle to vehicle and it is possible to know the amount from the following table:

- SCOOTER: 150.00 DEPOSIT

- SMART, 500, NIB, BRAVO, ALTEA, beetle, DUCATO 9 SEATS, DUCATO VAN: DEPOSIT 250.00

DELAYED CHARGE:

The undersigned holder of the credit card used at time of rental recognizes and accepts from now on all expenses (fuel, fines, damages) that are recognized or detected after delivery of the vehicle, and authorizes the renter AGROPOLI RENT to charge the credit card.

11. KM ALLOWED TO TRAVEL A DAY WHEN YOU RENT A CAR:

For all vehicles (except bicycles) the base fee structure includes 150 km per day, excess km's will be charged 0,10 euro per kilometer and will be deducted from the deposit left previously.

12. OWNERSHIP of the RENTED vehicle

The renter will be always the owner of The vehicle and any accessories and the hirer acknowledges that it can never in any way claim any rights of

ownership.

Hirer shall not sublet, mortgage, pledge the vehicle in any form.

If Third parties should take legal actions or enforcement proceedings, hirer is obliged to immediately point out and demonstrate with every document in its possession that the vehicle is rented and he is obliged to inform the renter within 6 hours.

Hirer undertakes to keep in the vehicle a copy of this contract and show it to the Competent Authorities. In case of Failure to meet such obligation and the vehicle should be subjected to detention or seizure, , hirer should reimburse the amount of the damage suffered to renter and in addition pay for each day of rental, without prejudice to indemnity for any greater damages.

3. REPAIRS:

In case of malfunction or defects the hirer shall be obliged not to use the vehicle; if the defect may pose a threat to road safety or result in the further damage of the vehicle any continuation of the driving is strictly forbidden until the defect has been removed. In this case the hirer shall be obliged to promptly notify the renter about such a condition. The hirer is not authorized to have any repair, corrections, alterations, check-ups or any other repair or servicing activities performed on the rented vehicles without the prior written consent of the renter.

14. INSURANCE COVERAGE:

The vehicles are covered with the following insurance: Third Party Liability. The insurance does not cover loss or damage to the goods being transported.

15. LIABILITY ':

The Customer shall be responsible for any damage suffered by the vehicle during the rental, In case you don't return the keys because you have lost them we require the payment of a sum amounting to 250,00 Euro plus VAT.

16. TRAFFIC FINES:

During the rental period the client is responsible for any traffic fines, and violation of the rules on vehicle parking.

17. IN the event OF ACCIDENT:

The Client is required to provide the names and addresses of the parties involved in the accident and witnesses, not admitting any liability and fault; please do not leave the vehicle unattended without have taken steps to ensure an adequate safeguard, immediately notify by telephone the renter also in the event of minor damage with a detailed report accompanied by a sketch of what happened or the insurance coverage will be null and void Please immediately

inform police authorities.

18. TERMINATION CLAUSE :

Violation of any of the provisions included in the General Conditions, in case of improper use of the vehicle, and any customer insolvency gives RENT AGROPOLI the right to terminate the Contract according to Article 1456 of the Civil Code as well as payment for damages

The customer may terminate the contract according to art. 1456 cc, in case the vehicle and the equipment specified in this contract are not suitable for use .

19. APPLICABLE LAW:

Anything not specified in this Agreement shall be governed by the Italian legislation at the time of signing the contract.

Parties commit themselves to mutual respect of existing regulations.

20. PERSONAL DATA:

Personal details provided to the renter will be treated as provided by law Privacy art. 13 of Legislative Decree no. 196/2003, and they will not be shared with third parties and they may be updated or deleted by simply sending written notice at the address of the Renter. .

The data provided to the Renter will be used for the conclusion or performance of rental contracts and any related contracts, to manage the payment and for accounting / administrative purposes and suitable for this contractual relationship.

These data can also be used to forward any communications subsequent to the termination of the contract or for judicial and extra-judicial proceedings.

21. ADDRESS OF PARTS AND RULES OF JURISDICTION:

Hirer and renter state to elect domicile at the addresses contained in the contract and undertake to communicate by written any change, including change of company name, legal status etc..

For any dispute that may arise concerning the interpretation, execution, termination of this contract it will be referred to the exclusive jurisdictions of the renter residence. For anything not contemplated and provided for in this contract the rules of the civil code will be applied .