

E-BIKE MTB (pedal assist e-bike) Rental General Agreement

½ day € 20,00/e-bike

2 days € 65,00/e-bike

1 day € 35,00/e-bike

3 days € 90,00/e-bike

General agreement for rental contract

The pedal assist e-bikes (hereinafter the e-bikes) are owned by the Municipality of Fivizzano, while the accessories are owned by Alter Eco Soc. Coop. which manages the service on behalf of the Municipality. The rental of bicycles and accessories at the Alter Eco Soc. Coop. (hereinafter the Manager) is ruled by the general rental agreement, by the e-bike rental contract and by the official fee list.

The rental and use of the e-bikes imply the knowledge and the acceptance by the User of the present general agreement, the fees and the opening and closing times of the Bike Centers.

- User** - To rent an e-bike the customer must have a valid ID card and a credit card (not pre-paid card). Both the ID card and the credit card will be held by the Manager until the end of the rental time. As an alternative to the deposit of the credit card the User can leave a deposit of 100.00 euros in cash, as an advance payment for any damage potentially found on the return. If the bicycle will be returned without damage and no accessory will be lost, the deposit will be entirely returned to the User.
- E-bike pick up** - The User declares to receive the e-bike and all the rented accessories in proper working and maintenance condition. Any possible damage must be reported in the specific e-bike return form and/or in the receipt for damages charges of the rental, from its beginning until the contract will be closed. The User must pay also for total or partial damages and thefts.
- Eligibility** - Riding the e-bike implies both physical and technical suitability of the User. The User also unconditionally declares to have proper capacity and competence, declare not to take drugs, psychotropic and/or alcoholic substances. In the case of use by minor, his/her parent/foster or guardian assumes, by signing this contract, all the legal responsibilities indicated in this contract and in the Italian Civil Code (Codice Civile) and consequently authorizes the minor to use the bike in accordance with the general agreement. The minor must always be accompanied by an adult.

The Manager may refuse to rent the bike to persons under the influence of alcohol, narcotic and / or psychotropic substances (in accordance with n. 186-187 of the Italian Highway Code) and for other reasons as well..

- Use** - The use of the rented e-bike and its accessories occurs at the User's risk and danger. The e-bike must be used exclusively as a means of transport, handled carefully and operated responsibly, in order to avoid damage to both the bike and its accessories. It is forbidden to use the bicycle for commercial activities nor it can be used by others, even temporarily.
It is forbidden to use e-bikes outside the Lunigiana area and it is also forbidden to transport e-bikes elsewhere by any means.
It is forbidden to transfer the e-bike to others, both for use and for custody.
- Responsibility** - The user is responsible for the integrity of the e-bike and its accessories until the return check made by the Manager. The User is also responsible for damage caused to itself, to the e-bike, to third parties and things during the use of the bike, even if due to unforeseeable circumstances and/or force majeure. No compensation may be requested from the Manager.

During the rental the User has no insurance guarantee, nor has the e-bike (RC insurance is not available).

- Diligence** - The User must comply with the rules of the Highway Code. The Manager declines all responsibility in case of improper use of the bike or failure to comply with the rules of the Italian Road Code (Codice della Strada).
- Damage / Theft / Loss** - In order to avoid theft it is forbidden to leave the e-bike unattended. The e-bike must be always supervised on sight, even if secured with the anti-theft chain to a fixed support and in any case the User must ensure the e-bike as shown in the picture attached to this contract. The User is required to notify the Manager of any anomalies and/or damage and/or disruptions that may occur during the use of the e-bikes and its components. If keys or e-bike accessories are lost or damaged, the Manager will charge the User for the amount of euros requested to restore the e-bike to its original condition, according to the attached damage check list. If the damage / loss caused is not present in the damage price list, the Manager will request a quotation and the User will be obliged to pay for it. The damage check list and additional charges for repair, maintenance or replacement is attached and is an integral part of this contract. In case of total theft, the User must give the operator a copy of the report filled by the Police Authorities and refund the operator for the amount of 2200.00 euros per each e-bike. If the e-bike will be found, this amount will be partially or totally returned according to the conditions of the e-bike-
- E-bike drop off** - The e-bike must be returned to the same Bike Center where it has been rented, unless otherwise agreed in writing, within the time indicated in this contract. For every hour of delay an extra fee of 5 euros / hour / e-bike will be applied and in any case, if the Bike Center is closed, immediate communication is required and the bike return must be made at the first scheduled opening time of the Bike Center.

If the return delay occurs more than 2 times within 20 working days, the manager reserves the right to deny the use of the e-bike. The e-bike is fully returned only if given back directly to the Manager and the Manager has countersigned the present contract. The e-bike parked outside the Bike Center during the closing time is not considered as returning the e-bike. If the e-bike is not returned and prior notification or exceptional circumstances have not occurred, it will be considered as a full theft and therefore reported to the Police Authorities.

- Referral** - For anything else not covered by these general agreement, refers to the Italian Civil Code (Codice Civile)



10) **Court** - For any dispute that may arise between the Parties regarding the interpretation and execution of the rental contract, only the ordinary judicial authority of the Court of Massa will be competent.

12) **Privacy** - Pursuant to and for the purposes of the EU Regulation 2016/679 (DGPR) the user authorizes AlterEco to store and use his / her data in both electronic and paper form exclusively for the fulfillment of the contractual duties concerning the rental in order to comply with the laws and regulations of the legally competent authorities, for the management of both the Company accounting and the customer files. Pursuant to and for the purposes of EU Regulation 2016/679 (DGPR) AlterEco guarantees high data custody in terms of law. Responsible for data storage is President Matteo Tollini, Via Magra 2, 54016 Terrarossa (Ms) cf 00681060455. At any time Users can contact the person responsible for deleting the stored data.

I authorize

I do not authorize

11) **Authorization** - The User authorizes Alter Eco Soc. Coop. for him/herself and for the child accompanied to make videos and digital images during e-bike outings. Alter Eco Soc. Coop can publish or print these images and/or videos on its web sites and other social media (Facebook, Instagram and other related). This authorization does not allow the use of images/videos in contexts that affect personal dignity and decorum and in any case for use and / or purposes other than those indicated above. The use of images is to be considered totally free of charge.. The User confirms that he has nothing to claim as a result of the above and irrevocably waives any right, action or claim arising from the above.