



SEDE OPERATIVA

BHS RENT BIKE – Via Navene Vecchia, 18 – 37018 Malcesine (VR)
TEL. 045-4728802 EMAIL: rent@bhsbikestore.it – www.bhsrentbike.com

SERVICE AGREEMENT

BETWEEN

The Company BHS SRLS Unipersonale registered office in Fiorano Modenese - Via Statale 13/15/17 - fully paid share capital Euro 1.000,00 – registered at Modena Company Register VAT 03662830367

hereinafter referred to as: **“The owner”**

AND

Mr./Mrs.		
Born in	On	Nationality
Resident in	Post code	Address
Mail		
Temporary address		Mobile nr.
Credit Card	Nr.	Expiry

hereinafter referred to as: **“The customer”**

The parties hereby agree:

Article 1 – Temporary rental, fares and duration

The Owner rents to the Customer the cycle hereunder described. The Customer accepts and is fully responsible for it.

Model	Frame Number
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Accessori consegnati: delivered accessories

Batterykey	Lock	Backpack	Helmet
2nd battery	Gps	Tool bag + Tube + Pump + Tool	

Delivery date	Time	Return date	Time	Days
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Notes

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Article 2 - Security deposit

The Customer authorizes the Owner to reserve Euro 400 (fourhundred) on his credit card as a security deposit. The Customer accepts to show his credit details on this Service Agreement . The Owner is authorized by the Customer to debit on his credit card any eventual cost due to damages, loss, robbery of the rented cycle and/or the equipment accessories. Damaged parts and/or equipment accessories will be repaired/replaced by the Owner, according to the Spare Parts Price list displayed in the Owner’s shop, plus the necessary labour costs. The Parties agree on a careful check of the cycles and



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equipment accessories upon their return, and if they are in the same good conditions as when received, the Owner will not make any withdrawal from the Customer's credit card.

This service agreement shall be valid, binding and effective only upon payment of the rental costs, and the temporary deposit of an ID document by the shop.

Article 3 - checkout of the goods

The Customer hereby declares that the cycles and the equipment accessories are in perfect state of maintenance at the moment of the rental. Any non-conformity and/or damage must be reported to the Owner before the checkout.

Article 4 – Place of delivery and return

The Parties hereby agree that the cycles and the equipment accessories described in article 1. are delivered by the Owner to the Customer by the shop in Malcesine (VR) via Navene Vecchia n. 18. The Customer is committed to return the rented goods to the same place during the opening hours (according to the timetable displayed in the shop). An additional cost of euro 10 (ten)/hour will be charged for each hour the Customer keeps the cycles and/or the equipment accessories after the return date and times.

Any different agreement must be specified in the paragraph 'notes' in article 1.

Article 5 - Rental fares

The rental rate refers to the provision of the cycle and equipment accessories for the rental time. It does not include: fines, punctures of the tyres and/or the tubes, damages due to neglect or malpractice, falls from the cycle both of the Customer and of any third Party authorized to use by the Customer.

The rental fares do not include anything if not specified in this Service Agreement. The Owner authorizes the use of the rented goods on the Italian territory only.

Article 6 - Liability

The rented goods ARE NOT INSURED. Customer shall assume liability for any and all damages or losses, accident/injury to other persons if related to the use of the rented cycle and/or equipment accessories. If any of the rented goods is stolen while in the Customer's possession, Customer agrees to file a complaint with the competent Authority and give copy to the Owner.

If any of the rented goods is not returned in compliance with this Agreement's terms, without a known cause, the Owner is authorized to report the good as stolen with the competent Authority.

No other person can drive or otherwise operate the cycle except the Customer, nor shall he sub-hire, loan or give into others' care the rented goods.

The Customer hereby accepts to release the Owner from administrative, civil and legal responsibility for any infringement, lock down, penalty and other liabilities connected with the use of the cycle and/or equipment accessories.

Article 7 - Use of the cycle

The Owner has the incontestable discretion to refuse the rental to drunk/on drugs persons, and for any other reason. The minimum age for the rental is 18 (eighteen), younger Customers must be accompanied and they will be under the responsibility of a parent or a legal guardian.

II The Customer will not use the cycle:

- To carry persons and/or goods contrary to the Law
- To participate to competitions and drive tests bound to any kind of competition

II The Customer hereby declares he's able to ride the cycle and he's in appropriate physical and psychological conditions

Article 8 – Use of personal data

In compliance with the Italian Law art. 13 and 23 of d.lgs 196/2003 ruling the use of personal data, the Customer hereby authorizes the Owner to use and process his personal data for advertising and statistical purposes.

Modena Court will be the sole competent Court if any dispute should occur due to: interpretation, validity, effectiveness, default, performance or termination of this Service Agreement.

The Customer declares he has seen and accepted in its whole the spare parts Price list displayed in the Owner's shop

Malcesine li _____

In compliance with the effects of art. 1341 and 1342 c.c. the Customer declares he has carefully read this Service Agreement and understood its contents, particularly those in articles 1-2-3-4-5-6-7-8

The Owner

The Customer
