

GUIDED TOUR REGISTRATION FORM - TERMS AND CONDITIONS

I, the undersigned _____, born in _____ on _____, resident in Street/Square _____, town/city _____, country _____, mobile n° _____, e-mail _____, driving licence n° _____, issued by _____ today take part to the following tour: BASIC FULL

organized by **A MOTOBLUES - Motorbiking North East**, as DRIVER PASSENGER on a motorbike Honda FMX 650 colour _____, plate n° _____, rented from the same company, as well as driving jacket and crash helmet, which is homologated and compulsory by law.

For the above mentioned service, I hereby pay in full the amount of € _____ (VAT 20% included)

by means of CASH CHEQUE CREDIT CARD

I AM AWARE that the itineraries organized by **A MOTOBLUES - Motorbiking North East** are only suitable to fairly experienced motorbike drivers, both on road stretches and off-road ones, and they follow prearranged routes, which are subject to minor diversions only, due to particular weather conditions or road-works carried out on the suggested tracks. Such tours are intended and are made as group-tours; they are to comply strictly with the timetables and behaviours indicated by the tour guide and the cruise speed is as per the less experienced driver' pace; each participant is solidal with the group and will patiently wait with the entire group for the solution of any technical problem occurred to one or more motorbikes, in case of mechanical break-downs or accidents. Generally, each participant shall show a respectful attitude towards the others and shall agree to the prevailing rules (no extreme or aggressive behaviours will be tolerated; collaboration and respect of others will be requested, no matter what their political or religious beliefs, nationalities or professions are).

Third party insurance coverage, without any limitation or excess waiver, as well as accident protection for the driver, inclusive of the exemption of any rights for compensation by the Insurance Company, the necessary petrol to make the tour and any ordinary maintenance activity on the motorbikes are to be paid for in full by **A MOTOBLUES - Motorbiking North East**, while any other expense related to stops for refreshments, amusing activities or any further are to be paid for in full by the participant. Under no circumstances **A MOTOBLUES - Motorbiking North East** can be claimed liable in case of road accident during the ordinary circulation via road or because of external factors (weather or climate conditions, bad road conditions, humps or holes, natural disasters etc.) The participant is fully responsible for himself/herself, for his/her own safety and for his/her passenger's one.

I DECLARE I am committed to full respect of the conditions I read about and accepted here above and I intend to take part to the tour under my full responsibility, in a group-mood, interacting with my tour mates and driving the full itinerary with the rest of the group. It is my intention to respect nature and all any other peoples and cultures I will meet during the tour, to pay full attention to my driving and to the driven vehicle, to slow down in inhabited towns and villages, not to disturb people or animals, not to drive on no-access roads, to maintain safety distance at any time, to make sure that the motorbike after mine has noticed my turn upon any turn/change of direction, to stop anytime the preceding or following driver needs to, not to overtake without good reasons and to follow the directions and suggestions by the tour guide.

Also, I hereby DECLARE to respect at all times all safety rules and regulations for me and the others, the road code in force in the country we are driving through and to be able to drive the motorbike consigned to me both on road and off-road stretches, which requires a certain ability in driving, to take full due responsibility towards any third party transported and to release, waive and discharge all staff from **A MOTOBLUES - Motorbiking North East** and its tour guides from any and all liabilities deriving from damages caused by me to other things, people, animals or driven vehicles.

I ACCEPT **A MOTOBLUES - Motorbiking North East** taking an electronic imprint of my credit card as a deposit against damages; same will be used only and exclusively to charge for expenses related to any damage mentioned here above or for possible sanctions (fines for breaching the road code) which are not notified immediately by the local authorities in charge.

As per the articles 1341 and 1342 of the Italian civil code, I, the undersigned acknowledge and approve the "General Terms and Conditions for Motorbike Rental" described hereafter and, as per art. 1469 and following, I declare that the clauses hereafter have been specifically and duly brought to my attention: point 2 (damages and theft), 3 (charges), 4 (liability restriction), 5 (conditions of use), 6 (insurance), 7 (behaviour to be maintained in case of road accident), 10 (legitimate court).

PERSONAL DATA SECURITY, AS PER LAW 675/96 and following.

As per Law L. n° 675 dated 31/12/1996, I the undersigned agree to the treatment of my personal data by **A MOTOBLUES - Motorbiking North East** for the purpose of the execution of this contract. I acknowledge that it is possible to ask for information, changes or deletion of the data given to and in possession of **A MOTOBLUES - Motorbiking North East** by writing to the responsible in charge of the personal data treatment: Ms. Michelli Stefania, c/o **A MOTOBLUES - Motorbiking North East**, Via Manzoni 25 - 34073 Grado (GO).

Date _____/_____/_____

The Participant _____

MOTORCYCLE RENTAL GENERAL TERMS & CONDITIONS

The company **A MOTOBLUES - Motorbiking North East** owned by Michelli Stefania (hereafter called "Renter") rents to the client (hereafter called "Client") a motorcycle, model Honda FMX 650, to be used to take part to a guided tour organized by the same **A MOTOBLUES - Motorbiking North East** as per the following Rental General Terms and Conditions, which constitute a binding part to the contract of participation to a prearranged tour (Guided Tour Registration form).

GENERAL

In order to be entitled to drive a vehicle rented by the Renter, the Client must possess a valid driver's license that qualifies him to operate a motorcycle in the state or country of his permanent residence with the same rating as the rented motorcycle and he/she must not operate the Motorcycle without wearing the supplied certified helmet (compulsory by law) and suitable clothing (driving jacket and gloves are also supplied by the Renter).

The rented vehicles are all equipped with a protection system against theft (the vehicles are all equipped with lock and possibly safety locks; the motorcycle must be locked and these devices must be used at all times while the vehicle is left unattended).

The rental of the motorcycle given by the Renter shall be performed upon payment of the rental fare for the purchased service and upon prior electronic imprint of the Client's credit card, as deposit guarantee against possible damages listed hereafter at clause 2. Any due payment resulting from the Client's debts towards the Renter shall be taken within the following thirty working days, after the use of the rented motorcycle.

1. MOTORCYCLE PICK UP AND DROP OFF

The vehicles shall be picked up at the premises of **A MOTOBLUES - Motorbiking North East** and shall be dropped off at the same location, at the end of the tour to which the Client has taken part: at about 1.00 p.m. for any BASIC tour and at about 5.00 p.m. for any FULL tour.

2. DAMAGE, THEFT AND FIRE PROTECTION OF THE RENTED VEHICLE

All motorcycles are covered by a third party insurance policy, which covers for damages caused to third parties. Please note that all motorcycles are neither covered by theft and fire protection policies, when travelling, nor by any other insurance policy covering for damages suffered by the vehicles and caused by the driver. The Client shall be fully liable towards **A MOTOBLUES - Motorbiking North East** in case the rented vehicle is subject to theft and/or fire or any other kind of damage made or suffered, due to the Client's fault during the vehicle's rental period.

In such cases the Client's liability is conventionally limited to an amount of € 3.500,00 (theft & fire franchise security deposit) in case of theft or fire to the rented vehicle, on condition that:

- 1) the damages, the theft and/or fire have not resulted out of the Client's failure or default
- 2) the Client has strictly complied with clause 5 of the following rental general terms and conditions.

In the event the rented motorcycle is subject to damages which differ from theft and fire, any and all related charges shall be paid for as per the damage fare list, exhibited at the Renter's premises.

3. CHARGES

The Client shall pay or reimburse the Renter, upon its request, of any and all charges related to:

- a) charges in case of damages to the Client's rented own motorcycle or to any other vehicle that is taking part to the chosen tour, as per the damage fare list, exhibited at the Renter's premises, and which are deemed to be withheld within 30 days from the date of the motorcycle's rental;
- b) charges resulting from theft and/or fire, as per the theft/fire franchise security deposit, to be taken within 30 days from the motorbike rental date;
- c) charges resulting from fines, penalties, appraisals and court costs, as well any others suffered by the Renter, or any related operational cost for credit control and collection, deriving from the use of the vehicle during the rental period, with the exception of administrative and legal costs that are to be re-conducted to serious defaults by the Renter. In such a case, however, the Client shall still be directly liable towards any Authority as a result of his/her conduct against the law;
- d) charges resulting out of damages to third parties material objects, to be taken within 30 days from the motorcycle rental date and upon prior agreement on the sum to be paid for.

The Client hereby accepts that all charges mentioned at paragraph 3 clause c) and any and all possible collateral expenses related to clause c) shall be taken from his/her bank account within up to 6 months from the rental date of the motorbike hired for the chosen tour. The aforementioned shall be applicable as in Italy road fines could be notified up to a maximum period of 150days from the date of the driver's breach of the road circulation code.

4. RENTER'S LIMITED LIABILITY

Under and within all applicable law, the Renter shall not be liable and the Client shall hereby release, waive, discharge and agree to hold the Renter harmless from and against any and all claims, for his/her own interest and on behalf of his/her heirs or people having title thereto, in relation to any damage suffered by the Client or by any third party, arising out of the use of the rented vehicle due to loss, damages, or inconveniences resulting from causes beyond the Renter's control (climate conditions, poor road conditions, natural catastrophes, improper use of the vehicle and technical damage derived, failure to meet safety and/or theft-protection standards, as well as breach of the road circulation code by the Client, etc.)

5. CONDITIONS OF USE

The Client shall use and custody the motorcycle with appropriate diligence and in particular he/she shall prevent the vehicle from being used under such circumstances:

- a) by the driving Client under the effect of alcoholic beverage, controlled substances or any prescription or non-prescription drugs, hallucinogens, narcotics, barbiturates, psycho-pharmaceuticals, or any other substance, which could impair his/her ability to operate the motorcycle.
- b) in breach of any road circulation code, customs code, etc.
- c) out of the Italian soil without suitable insurance.

The client is bound to use any and all theft-protection devices the vehicle is equipped with (lock and possible safety chain lock) at any and all times same is parked and unattended, even if in enclosed or surveyed areas.

6. THIRD PARTY LIABILITY COVERAGE, AS FORESEEN BY ART. 2054 OF THE ITALIAN CIVIL CODE

As per art. 2054 of the Italian civil code, the Renter shall cover each and all of its motorcycles with a valid insurance policy covering third party liability deriving from the vehicle's circulation, performed by whoever individual is using the motorcycle, as long as same individual has previously made due registration to rent the Renter's motorcycle with the purpose of taking part to a guided tour (hereafter referred to as "Third Party Liability Insurance Coverage"). At the same time, the Renter shall provide a suitable insurance coverage against accidents/injuries to the driver. The Third Party Liability Insurance Coverage limit amounts to € 2.500.000,00; the one of the Accident/Injury to Driver amounts to € 50.000,00 in case of death and an equal amount of € 50.000,00 with franchise 3% in case of permanent disability. *The Third Party Liability insurance, as well as the Accident/Injury to the Driver shall not be applicable, in case the damages made by the driver of the rented vehicle are caused by fault or major guilt by the driver him/herself.* The Client accepts and acknowledges the Third Party Liability Insurance Coverage and the Accident/Injury to Driver Insurance Coverage as suitable and fully applicable and hereby commits to hold the Renter harmless and to relieve, waive and discharge same against any and all claims or damage exceeding and excluded in the Third Party Liability and Accident/Injury to Driver insurance coverage. The Client shall be entitled, upon request, to view the contents of the above mentioned insurance policies.

N.B. Any and all damages caused on other motorbikes in the property of **A MOTOBLUES - Motorbiking North East**, which are others than the one rented by the Client, are not covered by the Third Party Liability insurance and shall be fully borne by the Client without any exclusion, as well as any and all injuries or damages caused to the drivers of such vehicles.

7. ACCIDENTS

In case of accident, the Client, supported by the tour guide from **A MOTOBLUES - Motorbiking North East**, shall call for the competent Authority's intervention (any time same is possible and at all times when injuries occur, both to the Client himself/herself, to the passenger and/or on third parties); in case of theft or damage, the Client shall report immediately to the local competent Authority and in case of road accident, he/she shall fill in a form named "road accident acknowledgment", which is attached to the vehicle's documents. The Client, still under the guidance of the tour guide from **A MOTOBLUES - Motorbiking North East**, shall obtain all personal information and data about witnesses and any other vehicle involved in the accident, as well as any and all information, which is deemed necessary to ascertain responsibilities and liabilities in the accident occurred. The Client hereby agrees to fully cooperate with the Renter, its Tour guides and its Insurance Company in any and all investigation or legal proceeding originating thereout.

8. TECHNICAL TROUBLES AND DAMAGES

In case of technical problems of the vehicle, which are not deemed as Client's fault and which prevent the tour from being carried out as scheduled, the Renter shall guarantee, if feasible, the substitution of the motorbike. In case same should have no possibility of substituting the vehicle, the Renter, by means of its tour guide, shall try to fix the experienced problem, by referring to the nearest garage in a reasonably limited timeframe. In case this option is not feasible too, the Renter shall issue a replacement voucher to the Client offering a similar tour within 7 days from the date of the technical trouble suffered.

In the event the motorcycle's tyres are punctured and/or the tyres suffer serious damage, the Client is bound to replace them, at his sole and full expenses.

9. JOINTLY BOUND OBLIGATIONS

The person who is signing this rental contract on behalf of or with full title for somebody else / some other company shall be jointly bound with their own representations of any and all obligations contracted towards the Renter.

10. COURT OF JURISDICTION

In case a controversy should arise out of the interpretation of this contract, the sole competent Court shall be the one in Gorizia.

11. LANGUAGE

The Italian text of the present Motorcycle Rental Contract to take part to a guided tour shall prevail, in case of a conflict with same text translated into other languages.

I declare I have read the above Rental General Terms and Conditions carefully and I accept same in full, without any exclusion.

For Acceptance _____

Date ____/____/____

INFORMATIVE NOTE - REFERENCE TO THE ITALIAN CIVIL CODE

Art. 1341. CIVIL CODE
Contractual General Conditions.

The Contractual General Conditions set forth by one of the two parties shall be binding, if at the moment of signing the contract the counterpart has been informed thereabout or should have had knowledge of them, by simply using ordinary diligence.

In any case they are of no value, if the following conditions aren't duly approved in writing: any and all conditions defining, in favour of the party setting them out, any restriction of liability, possibility to recede from the contract or to suspend its execution, as well as any and all conditions setting out, in obligation to the other party, all deadlines, restrictions to his/her possibility to object and set out exceptions, restrictions to the contractual freedom in relation to third parties, automatic extension or renewal of the contract, compromising clauses or exemptions to the competence of the judiciary Authorities involved.

Art. 1342. CIVIL CODE
Contract performed by signing a form or template.

In contracts executed by signing a form or template, which has been written to discipline particular contractual agreements in a standardized way, all clauses added to the form or template shall prevail on the ones already existing in the form/template, in case the former are incompatible with the latter, even if the latter have not been cancelled.

See also the second paragraph of the previous article.

Art. 2054. CIVIL CODE
Circulation of vehicles

The driver of any vehicle not driving on railways is obliged to reimburse any damage caused to people or things related to the circulation of such vehicle, unless he/she proves to have done all possible to avoid the damage occurred.

Unless the contrary is proved, in case of crash between vehicles it is assumed that each driver has equally contributed to cause the damage suffered by each individual vehicle.

The owner of the vehicle or, on his/her behalf, the beneficiary or sole buyer having exclusive title on it, shall be jointly bound with the driver, unless he/she is able to prove that the circulation of the above mentioned vehicle has been performed against his/her will.

In any case the people mentioned here above are to be held liable for any damage originating from construction failures or by failure in servicing and maintenance of the vehicle.

(1) The Supreme Court, through its verdict n. 205, dated December 29th 1972, declared art. 2054 to be constitutionally illegitimate in its second paragraph, with limitation to the part anticipating a crash between vehicles, excluding that the assumption of drivers' equal participation to the accident is applicable if one of the vehicles has suffered no damages.