



RENTAL CONTRACT WITHOUT DRIVER

Between the parties

Business name SPAZIOINNOVA DI ROSSI GIUSEPPE based in MILANO (MI) street address VIA MESSINA n. 55
P.IVA 13220040961 Tel. +39 3756486387 e-mail info@vanrelax.com
(hereinafter referred to as the "**Lessor**")

and

Last name _____ first name _____
date of birth ____/____/____ place of birth _____ nationality _____
city of residence _____ ZIP Code _____
street address _____
driving license n. _____ expiration date ____/____/____ issuing country _____
tel/cell. _____ e-mail _____
(hereinafter referred to as the "**Customer**")

GENERAL TERMS AND CONDITIONS

1. Contract Conclusion

1.1. Upon execution of this contract, which consists of the QUOTATION FORM, GENERAL TERMS AND CONDITIONS, and DEPARTURE AND RETURN REPORT, the Lessor grants the Customer the lease of the vehicle described in the aforementioned form, for the period specified in the DEPARTURE AND RETURN REPORT. The contract shall be deemed finalized and concluded on the date of signing by the Lessor and the Customer, subject to the fulfillment of the conditions precedent set forth in Art. 1 and Art. 7.

1.2. The signing of the contract must be accompanied by the payment by the Customer of a confirmatory deposit equal to 30% of the total rental quotation, indicated in the QUOTATION FORM, by bank transfer following the instructions provided by the Lessor. Failure to pay will invalidate the contract.

1.3. Should the Customer significantly fail to comply with any of the obligations provided for herein, the Lessor may withdraw and retain the amount paid as a confirmatory deposit, excluding any further damage compensation. Alternatively, it may act according to the general rules for the execution or termination of the contract and any compensation for damage. In this case, the Lessor may still retain the amount paid as a confirmatory deposit to guarantee the possible compensation obligation of the Customer. The same right of withdrawal is recognized to the Customer in case of significant non-compliance by the Lessor. In this case, the Customer may demand the return of the confirmatory deposit.

2. Security Deposit

2.1. As a guarantee for the exact fulfillment of contractual obligations, the preservation of the vehicle, and the compensation for any damage, insurance deductibles, penalties, excess mileage, failure to refuel, or restoration/cleaning fees, the **Customer** shall pay the Lessor a security deposit in the amount specified in the **QUOTATION FORM** (equal to € 1,500.00).

2.2. The security deposit must be paid simultaneously with the balance of the rental fee, prior to the delivery of the vehicle, through the methods provided for in **Art. 3**.

2.3. If, upon return of the vehicle, no damage, discrepancies, breaches, or extra charges are recorded in the **DEPARTURE AND RETURN REPORT**, or if any extra charges, penalties, or excess charges are fully paid by the **Customer** upon return of the vehicle, the security deposit shall be released or refunded in full to the **Customer** within 2 business days from the date of return. It is understood that the Lessor retains the right to withhold, in whole or in part, the security deposit paid to cover any immediate unpaid balance upon return for penalties, damage, or extra charges, as well as in all other cases of non-performance, fines, violations, or damage expressly provided for under this contract. Should the total amount due exceed the security deposit, the **Customer** shall be required to pay the difference.

3. Vehicle Departure

3.1. The delivery and departure of the vehicle must take place at the location, date, and time specified in the **QUOTATION FORM** or in the **DEPARTURE AND RETURN REPORT**, at the Lessor's premises or at another nearby location previously agreed upon and confirmed in writing (including via email or WhatsApp). Any changes to the departure time must be authorized in writing by the Lessor.

3.2. Simultaneously with the delivery of the vehicle, the **Customer** undertakes to pay:

- The balance of the fee due for the rental, as resulting from the **QUOTATION FORM**;
- The security deposit in the amount established by **Art. 2**.

Payments may be made via **instant bank transfer**, debit card, credit card, prepaid card, or cash (within the limits set by applicable legislation and in any case up to a maximum amount of € 990.00). Alternatively, the security deposit may be secured **via credit card pre-authorization, which must not be a prepaid card or an AMERICAN EXPRESS card**.

3.3. The deadline for paying the balance and the security deposit shall be considered strictly essential for the delivery and collection of the vehicle; failure to pay or incomplete payment within the specified terms shall result in the automatic termination of the contract by operation of law (pursuant to Art. 1457 of the Italian Civil Code) due to the **Customer's** fault and default. Consequently, the Lessor shall be entitled to apply a penalty equal to 80% of the total rental cost, retaining the amounts paid as a confirmatory deposit up to the amount of the penalty and demanding payment of the remaining balance up to said penalty amount.

3.4. Prior to departure, the **Customer** and the Lessor shall conduct a joint inspection of the vehicle's condition, initial mileage, fuel level, systems, and included equipment. The parties shall sign the departure terms in the **DEPARTURE AND RETURN REPORT**, which certifies the vehicle's delivery status and serves as binding evidence between the parties for identifying any pre-existing discrepancies or damage.

4. Obligations and services charged to the Lessor

4.1. The Lessor undertakes to make the vehicle specified in the **QUOTATION FORM** available to the Customer on the agreed date, complete with the equipment and optional accessories agreed upon during booking, and in good maintained condition. The Lessor also undertakes to hand over all statutory documentation required for road circulation.



4.2. In the event of subsequent unavailability of the reserved vehicle (e.g., due to unforeseen mechanical failure, an accident caused by a previous user, or theft), the Lessor shall promptly notify the **Customer** and may offer a replacement vehicle of equal or higher category at no extra cost, or of a lower category subject to refunding the price difference. If an alternative solution is unavailable or is rejected by the **Customer** for justified reasons, the contract shall be deemed terminated. The Lessor shall immediately and fully refund all amounts already paid by the **Customer**. If the unavailability is due to reasons not attributable to the Lessor (e.g., fortuitous event or force majeure), the obligation to pay double the confirmatory deposit or any further compensation shall be excluded. Conversely, if the unavailability arises from acts or fault attributable to the Lessor, the standard legal provisions regarding confirmatory deposits (Art. 1385 of the Italian Civil Code) and compensation for damages shall apply.

4.3. In the event of a delay in vehicle delivery due to force majeure or reasons not attributable to the Lessor, and provided the delay exceeds 6 hours, the **Customer** shall have the option to accept delayed delivery with a proportional discount for the unassigned hours or days, or to withdraw from the contract and obtain an immediate and full refund of all amounts paid, with the express exclusion of any further penalties or damage claims against either party.

4.4. The service includes:

- Rental for the duration specified in the QUOTATION FORM;
- Insurance coverage as specified in the QUOTATION FORM;
- Mileage allowance as specified in the QUOTATION FORM;
- Applicable taxes and duties;
- Use of standard and included accessories for the rental period;
- Routine maintenance, oil top-ups, and repair of mechanical failures not arising from the Customer's fault or negligence.

4.5. The service does not include:

- Fuel and any consumed AdBlue liquid;
- Extraordinary cleaning services and emptying of waste tanks/WC;
- Punctures, damage to tires or rims, damage to upholstery, and interior cabin damage not resulting from a vehicle defect;
- Insurance coverage beyond the "Green Card" (ANNEX 1), taxes levied by foreign countries, transit fees even if extending beyond the rental period, etc., and anything not expressly stated as included in this contract.

5. Lessor's Liability - Damages to the User

The Lessor assumes no liability, following the delivery of the vehicle subject to the lease, for any deficiencies, breakdowns, or other defects of the vehicle not recorded in the DEPARTURE AND RETURN REPORT, unless they are attributable to its fault or default. He will not be charged for any damages resulting from these circumstances derived to people or things that are on board the vehicle.

He will also not be responsible for any event that occurred after the delivery of the vehicle that is not attributable to him and that makes the use of the same partially or totally impossible. By way of example and not exhaustively, such events may include diseases or other impediments of the Customer, the inability to use the vehicle following accidents of the Customer even if caused by third parties and covered by insurance, natural disasters, pandemics, limitations imposed by Law or by the competent Authorities, strikes, etc.

6. Cancellation Penalty

Should the Customer cancel the reservation or withdraw from the contract:

- the Customer will be required to pay a penalty fine of an amount equal to **50% of the quotation** if the withdrawal is communicated by the Customer **between the 50th day and the 30th day prior** to the date scheduled for the vehicle departure;
- the Customer will be required to pay a penalty fine of an amount equal to **80% of the quotation** if the withdrawal is communicated by the Customer after this deadline and, in any case, at least **10 days before** the date scheduled for vehicle departure;
- for communications **after 10 days** before departure, the customer will be required to pay the total amount.

7. Documents

All vehicles can be driven with a category **B driving license** (3,500 kg). The minimum age of the Customer/driver **must be 26 completed years**, and they must hold a valid **driving license for at least 3 years**. For customers coming from EEC/EU countries, a valid driving license is sufficient, whereas for customers coming from non-EEC/EU countries, a valid driving license from the country of origin supplemented by an international driving permit is required.

During booking or simultaneously with the signing of the contract, the Customer and the driver(s) are required to send the Lessor a copy of a valid identity document and driving license. Sending this documentation constitutes an essential condition and prerequisite for the operational confirmation of the rental. In order to collect the vehicle and begin the rental, the Customer and the driver(s) must present the valid original identity documents and driving licenses previously sent in copy at the time of departure. Should the required documentation not be presented upon departure, or if it proves to be inconsistent or invalid, the contract shall be deemed terminated by operation of law due to fault and breach attributable to the Customer, and the Lessor shall have the right to retain or demand the forfeit penalty according to the terms and conditions set forth in Art. 6.

Please be advised that document data will be transmitted to the competent authorities in accordance with the terms of the law.

8. Customer Obligations

8.1. The Customer undertakes:

- a) to drive the vehicle and to keep it, together with the accessories, diligently and in compliance with all laws;
- b) to take care of regular maintenance and check the levels of water, AdBlue liquid, lubricants, and brake oil. He is also required to ensure that the fuel put into the vehicle is adequate and conforms to the vehicle's specifications.
- c) to scrupulously observe all the instructions of the user's operating manual supplied with the rented vehicle;
- d) **to keep the vehicle with the utmost diligence, activate every existing security device, avoid leaving devices or valuable objects in sight inside the cockpit, avoid leaving the keys inside the vehicle** and in general do everything necessary to ensure the best security of the vehicle owned by the Lessor;
- e) **to return the vehicle in the place and term indicated and in the same state in which he received it (accessories included)**, resulting from the DEPARTURE AND RETURN REPORT and which, unless otherwise indicated, is presumed good. He is not responsible, however, for the normal wear and tear of the vehicle;
- f) **to pay any fine, infringement or administrative sanction or charge of any kind that the Lessor should bear for infringements of civil, criminal or administrative norms that were found during the rental**, even if communicated to the Lessor or to the same Customer after the return of the vehicle.

The Customer also undertakes to reimburse the Lessor for any legal, administrative, etc., expenses for the completion of the practice.

8.2. The Customer will be responsible for all damages suffered by the Lessor (both for the emerging damage and for the lost profit resulting from the stop of the vehicle or the delay in return calculated according to the daily rate in force at the time of the stop) as a result of the violation of the aforementioned rules of conduct. The Lessor may assert these rights by retaining the amount paid by the Customer as a security deposit. If the amount due exceeds the amount of the security deposit, the Customer will be required to pay the difference. The Customer, who signs this contract in the name and on behalf of a third party, is jointly liable with them for the execution of the obligations of this contract.

9. Use of the Vehicle and Prohibitions



9.1. The Customer declares to be aware of the rules regarding the insurance of motor vehicles in Italy, the rules of the Italian driving code and all the rules in force in the country of use of the vehicle. Therefore, he undertakes to use it with the utmost diligence, **to circulate only in countries where insurance coverage is provided (ANNEXED 1) and not to cause, with his behavior, the invalidation of the same insurance coverage.**

In particular, the vehicle may not be used and driven in a manner not in accordance with what is provided for by its circulation document. Therefore, it may not be intended for the transport of people or things on behalf of third parties, used in overload conditions and with a number of people on board higher than expected, used for towing unauthorized trailers, driven at speeds higher than those allowed by the traffic rules of the country in which it is used and the maximum ones dictated by the manufacturer.

9.2. The vehicle may not be subrented or loaned to third parties.

9.3. The vehicle may not be driven by people in unsuitable physical conditions or not in possession of the requirements required by the traffic rules of the country in which it is used, under the influence of drugs, narcotics, alcohol or intoxicants, medicines that influence driving skills or for purposes contrary to the law. It may also not be driven by people other than those indicated in the DEPARTURE AND RETURN REPORT and, in any case, by people who have not obtained a driving license for less than 3 years with validity in the State in which the vehicle is driven.

9.4 It is forbidden to transport animals except for small dogs, substances and anything else that, due to their conditions or smell, may damage the vehicle and/or delay the possibility of re-renting it. In case of extraordinary cleaning of the vehicle, the Customer will be charged the relative cost of € 150.00.

9.5 It is strictly forbidden to smoke inside the vehicle. In case of non-compliance, the Customer will be charged € 150.00 for extraordinary cleaning and sanitization of the vehicle.

9.6 The use of the vehicle in violation of even one of the provisions contained in the previous points will configure the Customer's liability for all costs arising to the Lessor, without prejudice to the latter's right to compensation for the damages caused to him. The Lessor may assert these rights by retaining the amount paid by the Customer as a security deposit. If the amount due exceeds the amount of the security deposit, the Customer will be required to pay the difference.

10. Insurance Coverage and Claims Management

10.1 The Customer undertakes to respect every policy condition regarding the rented vehicle and referred to in the contract.

The full terms of the insurance policy, including coverage limits and deductibles, are available upon the Customer's request. The Customer has the right to request a copy of the policy conditions from the Lessor before signing the contract.

The Customer is required to fully compensate for any damage to the vehicle in the event that the insurance company exercises its right of recourse, rendering the coverage void. This includes, but is not limited to, the following cases: driving without a valid license or in violation of license restrictions, driving under the influence of alcohol or drugs, non-compliant transportation, use for acts of terrorism, circulation in airport areas or on racetracks.

In case of damage to the vehicle but covered in whole or in part by insurance policy, the Lessor reserves the right to retain the security deposit until obtaining compensation from the insurance company and to recover from the Customer for any compensations not paid, including any applied deductible.

The insurance coverage includes:

- **Third-Party Liability Insurance (RCA);**
- **Roadside Assistance;**
- **Legal Protection;**
- **Theft and Fire;**
- **Acts of Vandalism** (minimum deductible: €350.00, deductible percentage: 10%);
- **Natural Events** (minimum deductible: €500.00, deductible percentage: 10%);
- **Glass Coverage** (minimum deductible: €800.00);
- **Comprehensive Insurance (Maxicasco)** (minimum deductible: €500.00, deductible percentage: 10%).

10.2 If with his fraudulent or negligent behavior the Customer should cause the decay of any insurance coverage, both regarding the RC car and any other insurance policy, he will have to personally answer for the damage suffered by the Lessor and, in any case, keep him indemnified and hold him harmless from damages caused to third parties.

10.3 The Lessor will be authorized to retain the amounts due from the security deposit and, if this is not sufficient, to demand its integration from the Customer for the greater damage suffered. In case of fact attributable to the Customer, the Lessor will also be entitled to compensation for the missed rental of the vehicle due to stop for repairs, calculated according to the daily rate in force at the time of the stop.

10.4 In case of attempted theft, theft or fire of the vehicle or all or part of the equipment, the Customer undertakes to communicate it in writing to the Lessor within 24 hours, to report the fact to the competent authorities and to return to the Lessor an authentic copy of the report as well as the keys of the vehicle. In default, he will be responsible for any damage or loss resulting from the omitted communication to the Lessor, from the omitted report or from the omitted return of the keys, whether they concern the vehicle or whether they involve the Lessor or third parties. Furthermore, the Lessor reserves the right to assess potential compensation from the Customer for lost rental income due to the unavailability of the vehicle.

10.5 In case of a road accident, the Customer undertakes to:

- inform the Lessor immediately and within 24 hours and send him a copy of the report or the friendly observation exactly and fully compiled;
- not to sign documents that could involve the Lessor's liability, without his prior written authorization;
- to inform the nearest police authority;
- to take note of the names and addresses of the parties and witnesses;
- to provide the Lessor with all the above collected and any other useful news and information;
- to follow the instructions that the Lessor will provide regarding the custody and repair of the vehicle.

In default, the Customer will be responsible for all liabilities, including all expenses necessary to restore the vehicle to the same conditions in which it was at the time of delivery.

11. Maintenance and Mechanical Failures

In case of failures, the Customer **must immediately notify the Lessor**, go where possible to the workshops authorized by the manufacturer and obtain the Lessor's prior written consent to the repair, strictly following each of his indications for the management of the failure.

If the workshop should refuse to carry out the intervention for free or the vehicle should no longer be covered by warranty, the Customer, after having notified the Lessor, must send to the same a written estimate of the appointed workshop and obtain written authorization to the intervention by the Lessor himself, also by fax or by certified email.

In this case, the sums advanced, if corresponding to those estimated, will be reimbursed upon return of the vehicle upon presentation of the invoice made out to the Lessor together with the parts possibly replaced. In any case, the Lessor will not be required to reimburse the costs for repairs caused by incompetence or lack of diligence in use by the Customer or not authorized.

12. Rental Duration

The rental period is set out in the QUOTATION FORM and cannot be extended without the prior written authorization of the Lessor (including via e-mail or WhatsApp).

In the event of an authorized extension, the applicable rates will be those of the price list in force, whereas unagreed delays will be penalized in accordance with **Art. 13** below. No reduction in the rental fee shall be granted in the event of an unagreed early return. In the event of a forced interruption of the journey, the Customer is required to inform the Lessor promptly and in any case within 24 hours of the event.

13. Vehicle Return



13.1. The return of the vehicle must take place by the date and time specified in the **QUOTATION FORM**. Any extension or modification to the return time must be agreed upon in advance and authorized in writing (including via email or WhatsApp) by the Lessor.

In the event of an unagreed and unauthorized delay of less than 24 hours, a penalty fee of **€ 25.00** shall be applied for each hour (or fraction thereof) of delay, up to a daily maximum equivalent to the daily rental rate plus 50%. Should the delay be equal to or exceed 24 hours, the Customer shall be charged, as a penalty, an amount equal to triple the daily rate for each day of delay or fraction thereof. This is without prejudice to the right to claim compensation for any further damages incurred by the Lessor (including, by way of example: loss of subsequent bookings, emergency transport costs, or indemnities owed to third parties).

13.2. The vehicle must be returned to the premises specified in the **QUOTATION FORM** or to a different location in the immediate vicinity of said premises, provided it has been indicated or confirmed in writing in advance by the Lessor. Should the Customer wish to return the vehicle to a location other than those specified above, they must notify the Lessor in writing at least 24 hours in advance and cover any applicable recovery expenses.

In the event of an unauthorized return to a different location, the Customer shall be liable to pay a penalty equal to three times the daily rate for each day required to recover the vehicle. If the delay in returning the vehicle or the unauthorized return to a different location compromises a subsequent rental, the Customer shall be required to compensate the Lessor for the full amount of the lost booking, in addition to any further damages resulting from the unavailability of the vehicle.

13.3. The vehicle must be in the same maintenance conditions in which it was delivered, with a full tank of fuel (fuel top-up cost: **€ 5.00 per liter**), the lubricant at level, in good hygienic and internal cleaning conditions (**€ 150.00 penalty**) and with the toilet and dirty water tanks completely emptied (**€ 150.00 penalty**). In the absence, the Lessor reserves the right to directly carry out the restoration operations charging the costs of both materials and labor to the Customer.

Upon return of the vehicle, the Customer will be required to pay the amount of any **mileage excess compared to the total km included as indicated in the DEPARTURE AND RETURN REPORT (€ 0.30 per km)**.

13.4. The Customer shall be held responsible for any damage to the exterior and interior of the vehicle, as well as to its systems, accessories, or equipment, identified at the time of return that was not present or recorded in the departure condition report within the **DEPARTURE AND RETURN REPORT** at the start of the rental period.

Should the vehicle be returned with defects, breakdowns, or damages that are not immediately detectable upon return through exercise of due diligence (hidden defects, damage to the underbody of the vehicle, or malfunctions of systems/components resulting from misuse or negligence), the Lessor reserves the right to notify the Customer of such issues within **2 (two) business days** of the return, subject to providing suitable photographic documentation or an expert appraisal report.

It is understood that the Customer shall not be held liable in any way for mechanical breakdowns or malfunctions attributable to normal wear and tear of the vehicle, pre-existing defects, or force majeure, except in cases where such failures were caused by incompetence, negligence, incorrect refueling, or failure to adhere to the vehicle's warning lights.

In the event of damage, penalties, or extra charges, the rules governing the security deposit and the relative deductions or balances set forth in **Art. 2** shall apply.

14. Vehicle Stop

If for any reason and for any reason deriving from a fact attributable to the Customer, during the rental or for a fact occurred during the rental, the rented vehicle were subject to administrative detention, civil or criminal seizure or any other civil, criminal or administrative measure that limits its availability, the Customer will have to pay the Lessor, as a penalty, an amount equal to triple the daily rate for each day of unavailability of the vehicle, and in addition to the expenses necessary to obtain the release or, in any case, the release of the vehicle.

15. Competent Forum

For any dispute concerning the interpretation, validity and execution of this contract, the forum of Milan will be competent. The Customer accepts the Italian law applied to this Contract

Milano, ___/___/___

Lessor's Signature

Customer's Signature

(for the company, stamp and signature of the legal representative)

Pursuant to and for the purposes of articles. 1341 and 1342 of the Civil Code, as well as articles. 33 et seq. of Legislative Decree no. 206/2005 (Consumer Code), the Customer declares that the clauses indicated below, which are specifically accepted, are well known to him and have in any case been the subject of specific negotiation:

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Milano, ___/___/___

Lessor's Signature

Customer's Signature

(for the company, stamp and signature of the legal representative)


ANNEXED 1


Vittoria Assicurazioni S.p.A. | Capitale Sociale Euro 67.370.000 interamente versato | P.zza M. Cordero
 Piazza e Regio di Milano n. 10/125510158 | Sede e Direzione Italia 20149 Milano Via Ignazio
 Gardella 2 | vittoriaassicurazioni@pec.vittoriaassicurazioni.it | telefono 02/4810.0000 | 8 Assicurazioni e
 Rassicurazioni Scelta n.1.00014 | Società facente parte del Gruppo Vittoria Assicurazioni iscritta all'Albo
 dei Gruppi assicurativi n.006 | Soggetto all'attività di direzione e coordinamento della Capogruppo Vito S.p.A.

ORIGINAL

1. INTERNATIONAL MOTOR INSURANCE CARD 1. CARTE INTERNATIONALE D'ASSURANCE AUTOMOBILE 1. CARTA INTERNAZIONALE DI ASSICURAZIONE VEICOLI A MOTORE		2. ISSUED UNDER THE AUTHORITY OF UFFICIO CENTRALE ITALIANO - Milano								
		4. Country Code/Insurer's Code I Number I/065/0040130000122760								
		6. Category of Vehicle (*) C	7. Make of Vehicle mc louis							
8. TERRITORIAL VALIDITY This card is valid in Countries for which the relevant box is not crossed out (for further information , please see www.cobx.org) In each country visited, the Bureau of that country guarantees, in respect of the use of the vehicle referred to herein, the insurance cover in accordance with the laws relating to compulsory insurance in that country.										
A	B	BG	CY ^(**)	CZ	D	DK	E	EST	F	FIN
GR	H	HR	I	IRL	IS	L	LT	LV	M	N
NL	P	PL	RO	S	SK	SLO	CH	AL	AND	AZ ^(**)
BIH	BY	IR	MA	MD	MK	MNE	RS	SRB ^(**)	TN	TR
UA	UK									
(**)The cover provided under Green Cards issued for Cyprus and Serbia is restricted to those geographical parts of these countries which are under the control of their respective governments. For more information, please consult http://gc-territorial-validity.cobx.org										
9. Name and Address of the Policyholder (or User of the vehicle) ROSSI GIUSEPPE VIA MESSINA 55 Milano MI 20154										
10. This Card has been issued by: . Name of the Insurer: Vittoria Assicurazioni S.p.A. .Address of the Insurer: Sede: Italia - 20149 Milano - via Ignazio Gardella Aut. Ass. R.C.A. - Art.65 R.D.L. 29-4-1923 n.966 [Optional for the Insurer: . Logo of the company . Phone &/or Fax number(s) . Homepage . E-mail address]						11. Signature of Insurer Vittoria Assicurazioni S.p.A. LEGALE RAPPRESENTANTE 				

Useful Information [optional for the national markets to indicate additional information]

(*) CATEGORY OF VEHICLES CODE:

A CAR	C LORRY OR TRACTOR	E BUS	G OTHERS
B MOTORCYCLE	D CYCLE FITTED WITH AUXILIARY ENGINE	F TRAILER	



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