

**CAMPERVAN RENTAL AGREEMENT
BETWEEN:**

TO-GO RENT CAMPER

STRADA VICINALE TANIGA MALAFEDE

43B 07100 - SASSARI

VAT no. 02793530904- info@to-go.it

AND THE RENTER:

Surname Name.....

Place of birth..... Post code.....

Street address.....

Date of birth Place of residence.....

Telephone number..... Driving licence no.....

Issued by (city, country) on (date).....

Expires.....

As the legal representative of the company:

Company name..... Headquarters in (city, country)

Street address.....

Telephone..... VAT no..... Invoice required: yes no

Rented Vehicle

Rental conditions

The vehicle comes with the following insurance coverage: Civil liability, personal injury, maximum coverage €7,228,000.00, free roadside assistance within 200 km (round trip) from the repair shop to where the vehicle to be towed is located, up to three times in a calendar year.

Payment

Make		Model		Number plate		Capacity (in 100kg)		No. of seats	
Anticipated pick-up date		Anticipated drop-off date		No. of days		Anticipated mileage (km)			
Anticipated pick-up location		Anticipated drop-off location		Drop-off time (no later than)					

Cost of rental	Unit amount	Number	Total
Rental rate			
Kilometres not included in the daily rate	€0.30	1Km	
Unlimited mileage	€ 30.00	Per day	
TOTAL, VAT INCLUSIVE			

AMOUNT DUE			
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Deposit due upon signing the proposal			
Deductible in case of accident		€ 500.00	
Amount due on the day of vehicle pick-up			
TOTAL			
Charges at vehicle drop-off	Unit amount	Number	Total
Excess mileage			
Security deposit charged on (date)..... via			
Credit Card no.		Amount	
Criminal damage and fines for non-compliance			
Any expenses or fines advanced by the lessor			
Missing fuel			
Other charges ()			
TOTAL			

Security deposit:

Returned on		Via		Amount	
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The security deposit and the deductible under pre-authorisation will be held for 30 business days from when the vehicle is picked up and will be released automatically if no damage is found upon drop-off and further inspection over the following seven days.

Sassari, (date)Signed and accepted by the lessor.....
 Renter's signature.....

DELIVERY REPORT Rented vehicle

Rental conditions

Signed and accepted by the lessor

Renter's signature

Make		Model		Number plate		Capacity (in 100kg)		No. of seats	
Pick-up location		Pick-up date		Pick-up time		Km upon departure			
Drop-off location		Drop-off date		Drop-off time		Km upon arrival			

	Conditions at pick-up	Conditions at drop-off	Final revision
Batteries			
Spare tyre or Repair kit			
Tyre jack and emergency tool kit			
Keys			
Electrical cable			
Window conditions			
Body conditions			
Engine conditions			
Grey water tank empty			
Furniture conditions			
Upholstery conditions			
Blinds/ shades conditions			

	Conditions at pick-up	Conditions at drop-off	Final revision
Cleanliness of refrigerator - cooktop - chemical toilet			
Cooktop - refrigerator working			
Battery charger working			
Solar panel control unit working			
Interior lights working			
USB sockets working			
Radio			
Luggage/bicycle rack			
Interior ladder			
Emergency vests			
Documents (registration certificate+proof of ownership)			
Certificate of motor insurance			
Rooftop tent and tent cover			

Signed and accepted Signed and accepted Signed and accepted

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The renter acknowledges that from vehicle pick-up to drop-off, he/she is entirely responsible for any civil or criminal liabilities resulting from using, driving, or parking the vehicle in question.

City..... Date Renter's signature

General conditions of rental

Definitions:

Lessor: the company granting the lease (company name)

Renter: the person or company undersigning this proposal

Vehicle: the motor vehicle (motorhome, campervan) identified in this agreement

Rental proposal: this agreement, composed of a "rental letter" and the "general conditions of rental"

Delivery report: the form describing the conditions of the vehicle at pick-up and drop-off at the end of the rental, which is an essential part of this agreement.

1. Conclusion of the agreement

1.1. Rental proposal: by undersigning this document, the Renter proposes to rent the described vehicle from the Lessor for the aforementioned period of time. The agreement is not touristic in nature and includes neither tourist package/services nor the fulfillment of a trip or holiday; consequently, the Lessor declines all liability should a trip or holiday fail to be completed. The Renter must sign each page of this proposal.

1.2. Driving aptitude: the Renter must also be the driver of the vehicle. Upon booking, the Renter must confirm that (s)he is at least 25 years of age and has had his/her driving licence for at least 7 years. The Lessor reserves the right to assess how the Renter drives and handles the campervan and, should the Renter be found unfit, the Lessor is entitled to rescind this agreement and keep the down payment for lost earnings.

1.3. Down payment: upon undersigning the proposal, a down payment of 30% of the total rental amount must be made. The proposal cannot be considered valid should said down payment fail to be made.

A copy of this rental proposal constitutes receipt of payment.

Should the Renter fail to meet any of the requirements, the Lessor can rescind the agreement and keep the amount paid as down payment, with the exclusion of any further compensation for damages. Alternatively, the Lessor can take steps in accordance with general standards to execute or terminate the agreement and receive compensation for damages. In this case, the Lessor can still withhold the amount paid as down payment to ensure the Renter pays any damage compensation.

The Renter has the same right to rescind the agreement should the Lessor fail to meet the terms, such as sudden unavailability of the vehicle, in which case the Renter may demand that the down payment be returned, with the exclusion of any further compensation for damages.

2. Safety deposit: upon picking up the vehicle, the Renter must pay the safety deposit and the deductible as per the rental letter to guarantee proper use and integrity of the vehicle itself. The Renter shall be entitled to reimbursement of the safety deposit within the maximum period of 30 days from when it was paid, once the conditions of the vehicle and any damages have been inspected and verified and the remaining amount due in the following clauses has been calculated. The time of the safety deposit is of the essence; failure to pay the safety deposit within the established time shall result in termination of the agreement, pursuant to section 1457 of the Italian civil code, and the Lessor shall be entitled to be paid a penalty of 80% of the cost of the entire rental amount, keeping the amount paid as down payment up to the amount of the penalty or requiring that the remaining sum up to the amount of the penalty be paid.

Renter's signature

3. Payment of remaining balance and vehicle pick-up: for the rental, the Renter agrees to pay:

- a) a set daily amount as per the current price lists
- b) an amount for extra roadside assistance in addition to what is guaranteed by the civil liability coverage
- c) the amount for the kilometres driven during the rental period (where said condition is provided for in the rental letter), as calculated from the speedometer at vehicle pick-up and drop-off.

The Renter shall also pay the Lessor all the amounts due based on any of the conditions, expenses, fines, or advances described in these general conditions and in the rental letter. The amounts shall be paid upon simple request from the Lessor without prejudice to the terms established in the following sections for the corresponding contentions.

The Renter shall pay the balance of the amount due for the rental upon vehicle pick-up. The time of balance payment is essential; failure to pay the balance within the established time shall result in termination of the agreement, pursuant to section 1457 of the Italian civil code, and the Lessor shall be entitled to be paid a penalty of 80% of the cost of the entire rental amount, keeping the amounts paid as down payment up to the amount of the penalty or requiring that the remaining sum up to the amount of the penalty be paid.

Vehicle pick-up and drop-off shall take place at the location cited in the rental letter or the “delivery report”. Upon undersigning the “vehicle delivery report” when picking up the vehicle, in keeping with the agreement, the Renter confirms:

- a) to have inspected the vehicle, on-board equipment, and accessories
- b) to have found the above to be in compliance with what was contractually agreed upon
- c) to accept the vehicle in its current conditions, declaring it perfectly fit for the use (s)he intends to make of it.

4. Lessor’s obligations and services: the Lessor commits to having the vehicle established in the “rental letter” available for the Renter on the agreed upon date. Should the vehicle established in the agreement be unavailable for reasons not attributable to the Lessor and which occurred after confirmation of the rental proposal, the Lessor may offer the Renter another rental period at the same price. The Renter may accept (in which case, confirmation must be given in writing) or refuse, requiring, in the latter case, reimbursement of the down payment or the amount already paid.

Likewise, the Lessor cannot be held liable for non-compliance in the event of a maximum delay of 48 hours in delivering the rental vehicle should the reason for such delay be due to extenuating circumstances or events not attributable to the Lessor. Should the delay exceed 48 hours, the regulations provided for by the Italian civil code and the standards in force shall apply.

Services include:

- a) rental for the duration and mileage (km) established in the rental letter;
- b) insurance as specified in the rental letter. The Renter may read through the policies at the Lessor’s office;
- c) duties and taxes;
- d) vehicle roadside assistance within 100 km from the branch closest to where the vehicle to be towed is located;
- e) oil, service, and repairs for mechanical breakdowns not dependent on the Renter's negligence.

Renter’s signature.....

Services do not include:

- a) fuel;
- b) final cleaning and emptying of tanks;
- c) punctured or broken tyres, damage to the wheel rims, and any damage to the engine attributable to improper use of the vehicle following inspection at a repair shop authorised by the Lessor;
- d) vehicle roadside assistance exceeding 100 km from the branch closest to where the vehicle to be towed is located;
- e) calling the Lessor to the site for routine service should the Lessor, upon reaching the site, find the damage to have been caused by the Renter.

5. Renter's liabilities – personal injury: once the Renter has collected the rental vehicle, the Lessor shall not be liable for any deficits, breakdowns, or other flaws not recorded in the delivery report unless they are due to the Lessor's gross negligence or non-compliance. Likewise, the Lessor cannot be charged for any injury to persons or damage to things on board the vehicle,

nor shall the Lessor be liable for any events that should occur after the Renter collects the vehicle and which make it partially or completely impossible to use. These events include, but are not limited to, Renter illness or other setbacks, the vehicle being rendered impossible to use following accidents, even if caused by third parties and covered by insurance, natural disasters, strikes, vehicle theft, etc. In these cases, the Renter shall be required to pay the entire amount for the rental.

The campervans are fitted with satellite systems that track the actual kilometres driven daily and any unauthorised or illegal parking.

6. Rescission – penalty: should the parties rescind the agreement:

- the Renter shall be entitled to reimbursement of the entire amount paid as down payment should s(he) communicate to the Lessor in writing the decision to rescind the agreement prior to it being finalised (section 1.3);

- the Renter shall be required to pay a penalty of 50% of the entire rental cost should rescission be communicated between the 50th and the 30th day prior to the anticipated vehicle pick-up date;

- the Renter shall be required to pay a penalty of 80% of the entire rental cost should rescission be communicated after this time and, in any case, at least 10 days before the anticipated vehicle pick-up date.

7. Excess mileage: at the end of the rental period, the Renter shall be required to pay the excess mileage charge (if provided for by the agreement).

8. Renter's Obligations: the Renter shall:

a) drive and look after the vehicle and its accessories diligently, abiding by all laws;

b) take care of routine maintenance and check water, lubricant, and brake fluid levels. During the rental period, the Renter shall carry out vehicle maintenance following the manufacturer's instructions. The Lessor shall reimburse the Renter for any costs sustained for such operations upon receiving an invoice in the Lessor's name;

c) thoroughly follow all the instructions in the user manual that comes with the rented vehicle;

Renter's signature.....

d) look after the vehicle with the utmost diligence, implement every safety device available, avoid leaving electronics or valuables inside the vehicle in plain view, avoid leaving the keys inside the vehicle, and generally do whatever is necessary to ensure the vehicle owned by the Lessor is in the safest conditions;

e) pay any administrative fines, penalties, or sanctions or expenses of any nature the Lessor should incur for civil, criminal, or administrative infractions received during the rental period, even if they should be communicated to the Lessor or the Renter after the vehicle has been returned. The Renter shall also reimburse the Lessor for any legal, administrative, etc. expenses incurred to complete the paperwork.

The Renter shall be liable for damages to the Lessor as a result of violating the aforementioned rules of conduct.

9. Vehicle use and prohibitions

9.1. The Renter confirms that (s)he understands the regulations regarding automobile insurance in Italy, the rules of the road, and all the regulations in force in the country where the vehicle is used. Consequently, (s)he shall use said vehicle with the utmost diligence, travel only in countries where "green card" insurance coverage is provided for, and shall not void the insurance coverage with his/her behaviour.

In particular, the vehicle shall not be used or driven in non-compliance with what is provided for in its registration document. Therefore, the vehicle shall not be used to transport people or things on behalf of third parties, in conditions exceeding capacity and with a greater number of people on board than provided for, to tow unauthorised trailers, off road or on unfit unpaved roads, to participate in sporting competitions, races or events, or to travel outside of Sardinia unless previously authorised in writing by the Lessor.

9.2. The Renter shall not sub-lease or loan the vehicle to third parties.

9.3. Individuals who are physically unfit, do not meet the requirements to drive in the country the vehicle is being used, are under the influence of drugs, narcotics, alcohol, or other intoxicating substances shall not drive the vehicle, nor shall it be used for illegal purposes. Furthermore, no one other than the individuals specified in the rental letter and, in any case, only individuals who have had their driving licence for at least 7 years and whose licence is valid in the country where the vehicle is being used shall drive the vehicle.

9.4 No smoking or transporting animals, substances, or anything else that, due to its conditions or odour, could damage the vehicle and/or delay it from being rented again. Should the vehicle require special cleaning, the Renter shall be charged the corresponding cost. No standing on the roof of the campervan to take photographs. No lying on the beds or sitting on the seats in wet clothes or clothes with saltwater residue on them; always put down a towel first.

9.5 Using the vehicle in violation of even a single regulation in the previous points shall result in the Renter owing the costs to the Lessor, without prejudice to the Lessor's right to compensation for the damages sustained. The Lessor may exercise his rights by withholding the corresponding sum from the Renter's safety deposit. Should the sum exceed the amount of the safety deposit, the Renter shall be required to pay the difference.

10. Theft, fire, traffic accidents, and third-party liability

10.1 The Renter shall respect all policy conditions regarding the rented vehicle and reiterated in the agreement.

Renter's signature.....

In the event of damage to the vehicle that is completely or partially covered by the insurance policy, the Lessor reserves the right to withhold the safety deposit until having received compensation from the insurance company and to make a claim against the Renter for any unpaid compensation, including any deductible the insurance company requires of the Lessor.

10.2 Should the Renter's behaviour intentionally or involuntarily void any part of the insurance coverage, whether this regards the vehicle insurance or any other policy, s(he) shall be personally liable for the damage sustained by the Lessor and indemnify and hold harmless the Lessor from the damage caused to third parties.

10.3. The Lessor shall be authorised to withhold the amount due from the safety deposit and the deductible and, should this be insufficient, to require the Renter to pay the difference for the greater damage sustained. For events that can be charged to the Renter, the Lessor is also owed compensation for the inability to rent the vehicle due to the downtime for repairs, calculated based on the daily rate at the time of such downtime.

10.4. In the event of attempted theft, theft, or auto fire of the vehicle or of all or part of the equipment, the Renter shall communicate it in writing to the Lessor within 24 hours, report the event to the authorities, and return a certified copy of the police report along with the keys of the vehicle to the Lessor. Failure to do so shall result in the Renter being liable for any damage or loss resulting from the lack of communication with the Lessor, the lack of a police report, or the lack of returned keys, whether such damage regards the vehicle, the Lessor, or third parties.

10.5. In the event of a traffic accident, the Renter shall:

- inform the Lessor immediately and within 12 hours and send him a copy of the police report or the accident statement, filled out correctly and completely;
- not undersign documents that hold the Lessor liable without the Lessor's prior authorisation; - inform the closest police authority;
- take down the names and addresses of the parties and witnesses;
- provide the Lessor with all the above details and any other updates and useful information;
- follow the Lessor's instructions regarding vehicle safekeeping and repair.

Failure to do so shall result in the Renter being held completely liable, including for all the expenses necessary to restore the vehicle to the same conditions at the time it was delivered to the Renter.

11. Maintenance and mechanical breakdowns:

In the event of routine maintenance (refrigerator, water, interior lights, solar panels), the Renter can request telephone support from the Lessor free of charge. Should the Lessor need to travel to where the vehicle is located to service it, the Renter shall pay the service charge if s(he) caused the damage.

In the event of a breakdown, the Renter must immediately (within 12 hours) notify the Lessor, go to a manufacturer-authorized repair shop (where possible), and obtain prior consent from the Lessor for the repair. The Renter must always be reachable by phone by the roadside assistance in the event of a breakdown and by the Lessor for any urgent matters.

Should the repair shop refuse to do the repair free of charge or should the vehicle no longer be under warranty, after having informed the Lessor, the Renter must send the Lessor the written estimate from the repair shop and obtain written authorisation from the Lessor to proceed with the repair, even via fax or certified email.

In such case, the amount advanced, provided it corresponds to the estimate, shall be reimbursed when the vehicle is returned upon receipt of the invoice in the Lessor's name along with any replaced parts. In any case, the Lessor shall not be required to reimburse the costs to repair damage caused by the Renter's incompetence or lack of diligence in using the vehicle or the costs for unauthorised repairs.

Renter's signature.....

12. Duration of rental

The Renter shall return the vehicle at the location and by the date specified in the agreement with the same accessories and in the same conditions in which (s)he received them, with the exception of normal wear and tear.

The Renter has no right to a reduction of the rental cost should (s)he return the vehicle early without having planned it with the Lessor.

12.1. The duration of the rental period cannot be extended. However, the Lessor may authorise delayed vehicle drop-off following the Renter's request via fax or certified email at least two days before the end of the rental period. Should the Lessor authorise the delay, he shall also inform the Renter of how to do so and the conditions. In the event the vehicle is returned late with no prior arrangement, as penalty the Renter shall be charged three times the daily rate for each extra day or partial day. Instead, should the extension have been authorised, the rate on the current price list shall apply.

12.2. The daily rate starts at the time specified, therefore, returning the vehicle after that time results in being charged a full extra day.

13. Vehicle drop-off.

The vehicle must be returned to the Lessor at the location he specifies or, in the absence of said location, at the Lessor's office. It must be in perfect general maintenance conditions, with a full tank of fuel and the lubricant at the proper level. Both the interior and the exterior must be in good conditions of hygiene and cleanliness and the toilet and the grey water tanks must be completely empty. Should this not be the case, the Lessor reserves the right to take on the cleaning operations directly and charge the Renter the expenses of both the materials and labour.

The Renter shall be liable for flaws, deficits, defects, and mechanical breakdowns, including damage to the body, found on the vehicle at drop-off that were not recorded on the delivery report drawn up at the start of the rental and even if they are not found at the time of drop-off (if they cannot be found immediately) but communicated to the Renter within 7 business days.

Should the Renter be forced to cut the trip short, (s)he must inform the Lessor immediately and, in any case, within 24 hours.

Should the Renter for any reason be forced or wish to return the vehicle in a location other than the one agreed upon or the Lessor's office, (s)he must immediately inform the Lessor (within 24 hours) so the latter may arrange the most appropriate way to retrieve the vehicle, charging the Renter the corresponding expenses. These may include, for example, the costs of retrieving the vehicle, transportation to the agreed upon location, the rate for extra days after the rental period based on the current price lists, with an added penalty of €300 for each day needed for the vehicle to be back in the Lessor's possession.

Any objects left by anyone in the vehicle are considered abandoned and the Lessor is not obliged to keep nor return them.

14. Holds on vehicle

Should, for any reason whatsoever resulting from an event attributable to the Renter during the rental period or for an event that occurred during the rental period, the rented vehicle be subjected to an administrative hold, civil or criminal seizure, or any other civil, criminal, or administrative measures that limit its availability, in addition to the current daily rental rate at the time, the Renter must pay the Lessor a penalty of €50.00 per day (both until vehicle release from seizure) as well as the costs required to release the vehicle from seizure or, in any case, free the vehicle from any holds.

Renter's signature

15. Legal dispute resolution:

Unless otherwise ordered by law, all disputes arising from this agreement shall be referred to the Chamber of Commerce of Sassari and resolved according to its regulations.

16. Court of jurisdiction:

Should the parties intend to bring proceedings before a court, the court of jurisdiction shall be the one in the Renter's place of residence or elective domicile, pursuant to section 33, paragraph 2, letter U) of Italian Legislative Decree No. 206/05.

17. Renter data processing:

Pursuant to Italian Legislative Decree no.196/2003, the Renter confirms that (s)he has been informed in advance pursuant to section 13 and, by undersigning this document, gives consent for his/her personal information to be:

- a) entered and stored in the Lessor's archives, including digital ones;
- b) used by the Lessor to meet agreement-based requirements;
- c) used for accounting and administrative obligations and obligations required by law;
- d) used by the Lessor to carry out market research as well as marketing and promotional activities;

Data may be processed on paper or digitally and may be done by third parties hired specifically by the data controller. These third parties must have knowledge of the data in order to fulfill the intended purposes. In any case, processing shall be done so as to ensure privacy and safety.

The Renter further consents for the aforementioned data to be transferred or communicated to the Lessor's suppliers for the same purposes and in the same ways for their use as independent data controllers.

The Renter acknowledges that in relation to the purposes in points a) to c), providing the data requested is optional; however, refusing to provide the data makes it impossible to fulfill the intended purposes.

The Renter further confirms that (s)he is aware of the fact that there may be tracking devices installed on the vehicle. Processing of this data is necessary to ensure retrieval and emergency aid operations are managed as efficiently as possible, to guarantee user security and safety, and to prevent and contain criminal acts that may damage the Lessor's property. Data collected in this manner are processed legitimately and fairly with the aid of digital and manual tools, exclusively for the aforementioned purposes. They are protected with appropriate security measures that ensure privacy, completeness, accuracy, availability, and that they are kept up to date. Said data shall only be stored for the time necessary to fulfill the intended purposes. Providing the data requested is optional; however, refusing to provide the data makes it impossible to fulfill the intended purposes.

The Renter further acknowledges that, pursuant to Italian Legislative Decree 196/2003, (s)he can exercise the right of access, erasure, rectification, update, integration, and restriction of processing of his/her personal data. (S)he may do so by sending a request via registered letter to the legal representative of the Lessor (data controller).

Renter's signature

SECTIONS	DESCRIPTION
1.1 Lessor)	(rental of equivalent vehicle. Non-touristic nature of the agreement and exemption from liability of the
1.2	(driving aptitude)
1.3	(down payment)
2	(security deposit and penalty clause)
3	(time is of the essence and penalty clause)
4	(substituting the rental period. 48-Hour maximum delay in delivery)
5	(renter's liability - personal injury)
6	(rescission - penalty)
7	(excess mileage)
8	(reimbursement of expenses and joint and several liability)
9.2	(prohibition of sub-leasing or loaning)
9.3	(possession of driving licence valid for at least 7 years, age limit)
9.4	(no transporting animals and substances and cost of extra cleaning)
9.5	(costs and damages incurred by the Lessor)
10.1	(Renter's liability for damage not covered by insurance policies)
10.2	(Renter's liability for voiding insurance policies)
10.3	(damage compensation for inability to rent the vehicle)
10.4	(Renter's liability for any damage or loss resulting from the lack of communication with the Lessor, the lack of a police report, or the lack of returned keys)
10.5	(obligations in the event of traffic accident caused by the Renter)
11	(maintenance and mechanical breakdowns)
12	(early return, no reimbursement of any kind)
12.1	(extension of rental)
12.2	(rental start from time of pick-up)
13	(charge for cleaning and restoration. Liability for flaws, deficits, defects, and mechanical breakdowns. Forced interruption of the trip. Drop-off in different location, retrieval expenses, and penalty clause. Objects left in the vehicle)
14	(reimbursement for holds on the vehicle and penalty)
15	(dispute resolution)
16	(court of jurisdiction)
17	(authorisation for data processing and use of tracking devices)

Pursuant to sections 1341 and 1342 of the Italian Civil Code, the Renter acknowledges and accepts the clauses referred to in sections:

- 2. Safety deposit.
- 5. Renter's liability - personal injury.
- 6. Rescission - penalty.
- 8. Renter's obligations.
- 11. Maintenance and mechanical breakdowns.
- 14. Holds on the vehicle.

(city) (date)..... Renter's signature.....

(Stamp and signature of the legal representative on behalf of the company)