## Linderhof GmbH, Hitlfeld 1, 39030 Steinhaus/Ahrntal,

for the purposes of closing the following rental agreement, agrees to hand over to:



Driver no. 1 (hereinafter referred to as LESSEE)			
Mr/Mrs	born in	on	
current address			
driving licence novalid until			
e-mail address	phone no		
the following vehicle: type/model	registration plate no		
total rental fee in Euro:	no. of km included:		
single-day rental: date	time: from	tc	)
2+ day rental: from (date)	(time)	to (date)	(time)
Driver no. 2 (surcharge to insure two d	rivers: EUR 35)		
Mr/Mrs	born in	on	
current address			
driving licence no	valid until	e-ma	ail address
phone no	signature		
Hand-over certificate			
mileage (in km):tread de	anth of tures.	1	
defects:			
lessee signature:			
Hand-over certificate upon return of th	e vehicle		
mileage (in km):			
tread depth of tyres:			
extra km:			
defects:		<u>.</u>	
lessee signature:			

The parties to the agreement accept the following stipulations without any reservations:

**Art. 1 (use of the vehicle):** The lessee undertakes to treat the vehicle carefully and properly and professionally, not to misuse it for purposes other than the intended use, and not to steer it under the influence of alcohol or prohibited substances. The rent is only for getting to know the vehicle within the provisions of the road traffic regulations. It is **strictly for-bidden to smoke in the car, deactivate the driver assistance systems, carry out drift** or **burnouts** or use the vehicle on a racetrack. Excess tire consumption will be charged separately ( $\leq 120 / mm$ ). The vehicle, the engine and the electronics are monitored by GPS and if used improperly, the car is limited to 50 km / h or shutdown via remote maintenance. The lessee undertakes to observe all the regulations and technical rules relevant to the use and to regularly check whether the vehicle is in a safe condition and to always lock the vehicle properly. In the event of any damage, the borrower must immediately inform Linderhof GmbH and let it determine the further course of action. The lessee is not authorized to have the vehicle repaired in a workshop.

Art. 2 (handover and return of the vehicle): The vehicle will be handed over to the Linderhof GmbH in Steinhaus, Hitlfeld 1, loaded. After the agreed time, the vehicle must be returned to the same place. If the lessee continues to use the vehicle after the agreed rental period has expired or if he does not return the vehicle within the agreed rental period through no fault of his own,  $\in$  500 will be charged for each day or part thereof. The assertion of further damage is not excluded.

**Art. 3 (authorization and documents):** The lessor authorizes the lessee to use the vehicle properly. The lessee is strictly prohibited from leaving the use of the vehicle to third parties. Should the lessee nevertheless pass the vehicle on to third parties, the lessee is fully liable for any form of damage caused by the third party. The borrower must have held a valid driver's license for at least 10 years and be over 30 years of age.

Art. 4 (Liability of the lessee for damage, violations and notification obligation): The lessee is liable to the lessor for vehicle damage, vehicle loss, accidents, violations and violations of the rental agreement in civil, criminal and administrative law, even in the event that the responsibility does not should be with the tenant. After an accident, theft, fire, game or other damage, the tenant must immediately inform the police and consult them. The tenant is fully liable for violations of legal provisions, in particular traffic and regulatory regulations, committed by him and / or third parties. Several tenants are jointly and severally liable.

**Art. 5 (deductible):** Linderhof GmbH has taken out corresponding liability and comprehensive insurance for the vehicle (max. Insurance sum € 50 million). Damage that is not covered by the insurance will be borne by the tenant. In any case, the following deductibles shall be borne by the borrower: a) € 2000 for damage caused to third parties; b) € 2000 for damage to the vehicle; c) 10% of the vehicle value or a maximum of € 10,000 in the event of theft or total damage. In addition, the lessee must fully compensate for the incidental damage costs (e.g. experts, lawyer, towing, impairment, loss of rent, new registration, deregistration, repatriation, etc.) as well as damaged equipment, accessories and damage that exceed the maximum insured amount mentioned above.

Art. 6 (subsidiary agreements and place of jurisdiction): There are no verbal subsidiary agreements. The place of jurisdiction is Bolzano. Italian law is determined as the applicable law.

## In accordance with the provisions of Art. 1341 and 1342 ZGB, the following articles are expressly accepted:

Art. 1 (use of the vehicle)Art. 2 (handover and return of the vehicle)Art. 3 (authorization and documents)Art. 4 (liability of the lessee for damage and violations and notification obligation)Art. 5 (deductible)Art. 6 (subsidiary agreements and place of jurisdiction)

Lessee's signature to confirm acceptance of the above \_\_\_\_\_