

RENTAL CONTRACT FOR QUAD TOURS

With this quad rental contract for tours, valid for all legal purposes among the undersigned:

- MAREMMA EXPLORER SRLS, VAT number 01763310537, represented by its legal representative Mr. Alessio Egidi, with headquarters in 58020 Scarlino (GR), via del mercato 4 (hereinafter referred to as "Maremma Explorer").

And

Mr./Ms. _____, born in _____ province _____,
on _____, residing in _____, street/square _____ n. _____, phone _____,
email _____, driving license number _____ issued on _____, hereinafter
referred to as the Client.

The parties agree and stipulate as follows:

TERMS AND CONDITIONS

1) POSSESSION OF REQUIRED DRIVING QUALIFICATIONS FOR THE VEHICLE. POTENTIAL PASSENGER AND/OR SECOND DRIVER.

The operation of the vehicle subject to this contract is only permitted for adults holding a valid type B and/or A driving license, in accordance with Directive 91/439/EEC as well as Articles 53, 115, and 116 of Legislative Decree no. 285 of April 30, 1992 (the so-called Highway Code) and subsequent amendments and additions.

By signing this contract, the Client declares, under their own responsibility, to allow the operation of the rented vehicle exclusively to individuals who meet the aforementioned requirements and possess a valid driving license.

The Client declares to be aware of the regulations of the current Highway Code. In any case, Maremma Explorer has informed the client about the main regulations, with particular reference to legislative provisions regarding helmets, speed limits, and the consequences of non-compliance (unless the act constitutes a more serious offense).

The Client also confirms the content of the attached declaration, assuming full responsibility for the statements made.

2) PURPOSE OF THIS RENTAL AGREEMENT.

This contract concerns the rental of quads for their respective excursions.

Therefore, with this contract, Maremma Explorer grants the Customer the rental of the quad with license plate: _____

Departure Date _____ Departure time: _____

Return Date _____ Return time _____

Maremma Explorer ensures that the aforementioned vehicle is equipped with a valid original registration document (on board the vehicle) and has undergone regular periodic inspection as required by current regulations, and therefore is in perfect working condition and suitable for the intended use. The original registration document, as well as a copy of the insurance policy, are kept inside the vehicle.

Maremma Explorer also provides protective helmets, duly approved, for the Customer and an additional one, in case of a passenger and/or second driver.

Maremma Explorer also provides maps, including online systems, with the specific itinerary of the various excursions, also indicating the various levels of difficulty, as well as technical assistance through the assistance of its employees and/or auxiliaries.

3) TERMS AND CONDITIONS OF VEHICLE USE.

The quad(s) is/are entrusted to the Customer provided with standard equipment, a locking device, approved helmets, and the circulation documents required by current regulations, of which the Customer becomes the custodian for all legal purposes, as well as a full tank of fuel.

The Customer must use the vehicle in accordance with the instructions, indications, and methods of use that will be provided via email.

The Customer must keep and use the vehicle as well as the related accessories, documents, and protective devices provided.

- 1) with due diligence;
- 2) in compliance with the instructions and methods of use provided;
- 3) according to the permitted use, respecting the prescriptions and prohibitions listed below.

To this end, "unauthorized use" of the vehicle constitutes, and therefore the Customer shall not:

- a) Allow anyone other than the individual indicated in this contract as the driver to operate the vehicle, except for driving with a previously declared and expressly authorized second driver;
- b) Drive the quad on trails and/or roads and/or areas prohibited or otherwise restricted to traffic;
- c) Use the quad without respecting the instructions and methods of use indicated by the responsible party and/or Maremma Explorer's staff at the time of vehicle delivery;
- d) Operate the vehicle without wearing and regularly fastening the protective helmet provided by the Lessor; this requirement also applies to any passengers carried;
- e) Drive the vehicle under the influence of alcohol beyond the limits permitted by current regulations, or under the influence of drugs, hallucinogens, narcotics, barbiturates, intoxicants, medications, or any substance that impairs or otherwise reduces consciousness, attention, vigilance, and reaction capacity;
- f) Drive the vehicle in violation of any traffic and/or local regulations;
- g) Use the vehicle for the transportation of people and/or goods for commercial purposes;

- h) Use the vehicle to push or tow other vehicles, trailers, or other items;
- i) Operate and use the vehicle recklessly and/or in races, competitions, trials, competitive events on circuits, equipped facilities, or routes open to the public;
- j) Use and operate the quad after providing false personal information for the driver, passenger, and any second driver;
- k) Sublease the vehicle to third parties in any form;
- l) Use the vehicle for purposes contrary to or otherwise prohibited by law.

In any case, the Customer will be held responsible for any and all damages caused, whether intentionally or negligently, to property and/or third parties as a result of the use of the quad during the rental period. The Customer will be deemed solely responsible for any breakdowns and/or material damages suffered by the quad during the aforementioned period, assuming full responsibility for the related restoration costs, as well as any fines and/or traffic violations imposed by the Public Authority on the driver during the period of vehicle use.

To this end, the Customer undertakes to transmit to Maremma Explorer, within 24 hours, any notice of contestation served by the Public Authority. The Customer will be responsible for any expenses and/or damages suffered by the Lessor as a result of the failure to promptly transmit the notice.

4) CLIENT'S OBLIGATIONS.

The customer acknowledges that they are not the owner of any real rights over the rented quad and the accessories provided by Maremma Explorer, and therefore cannot dispose of them in any way.

By signing this contract, the Customer expressly undertakes to:

- a) Allow the vehicle to be operated exclusively by the designated user indicated as the driver (except for driving with a previously declared second driver authorized by the Lessor), and to keep it, along with the accessories, documents, and protective devices provided, with the utmost diligence and in compliance with all legal regulations;
- b) Operate the vehicle in accordance with the instructions and methods of use provided by the Lessor's responsible party and/or staff;
- c) Use the vehicle according to the permitted use, respecting the prescriptions and prohibitions listed in point 3) letters a), b), c), d), e), f), g), h), i), j), k), and l);
- d) Use the locking device provided on the vehicle whenever it is parked, even in enclosed spaces or supervised areas;
- e) Indemnify Maremma Explorer from any claim and/or liability, whether civil or criminal, asserted by third parties, for damages to property and/or persons attributable to the Customer's willful misconduct or negligence not covered by the existing insurance policy detailed in point 5, or that exceeds the agreed insurance limit;
- f) Reimburse any and all damages and/or breakdowns caused to the rented vehicle, the provided accessories, and protective devices, during the period of assignment and use thereof, except in cases of force majeure: for this purpose, all repair expenses necessary to restore the functionality of the damaged vehicle shall be fully reimbursed, or in case of permanent impossibility of repair, the corresponding pre-accident or pre-damage commercial value shall be paid;
- g) Reimburse Maremma Explorer, upon presentation of a regular invoice, for any expenses, including legal and administrative costs, that Maremma Explorer may incur or have to bear as a result of damages and/or breakdowns attributable to the violation of obligations expressly assumed by the Customer upon signing this rental contract;
- h) Assume full responsibility for the payment of fines and/or traffic violations imposed by the Public Authority on the driver during the period of vehicle use, with Maremma Explorer reserving the right to recover from the Customer the reimbursement of any amounts paid for such reasons;
- i) Fully compensate the commercial value of the rented vehicle, the provided accessories, and protective devices in case of loss, disappearance, and/or theft of the vehicle;
- j) Pay penalties in the cases provided for in point 9);
- k) Waive any claims and/or requests for compensation against Maremma Explorer for damages to property and/or persons occurring during the period of assignment and use of the vehicle (the so-called rental period).

5) VEHICLE INSURANCE COVERAGE.

The rented vehicles are covered by third-party liability insurance, in accordance with Law no. 990 of December 24, 1969, and subsequent amendments and additions, as well as the relevant implementing regulation and subsequent amendments and additions.

For this purpose, the Customer is provided with a photocopy of the insurance contract, which the Customer declares to know and accept, committing to comply with the conditions specified in the insurance policy.

In case of theft or fire, partial or total, the Customer undertakes to immediately report the incident to the competent Authority and to deliver the original report within 24 hours from the occurrence of the incident.

In case of loss and/or theft of the vehicle, the Customer undertakes to fully compensate for the value of the vehicle, the provided accessories, and protective devices, as well as to pay the penalties specified in point 9).

The value of lost and/or stolen protective helmets must be paid immediately, as compensation, upon request by Maremma Explorer.

6) ACCIDENTS.

In the event of an accident during the rental period, the Customer undertakes to immediately notify Maremma Explorer, also indicating the name of the actual driver of the vehicle at the time of the accident. The Customer must also request the intervention of the competent Authority and, when necessary, file a report with the competent Authority. The Customer must ensure to obtain the complete data of any witnesses and other vehicles involved and, in any case, must diligently seek to obtain all useful and necessary information to reconstruct the exact dynamics of the accident and determine liability in its causation.

The Customer undertakes to transmit to Maremma Explorer a detailed report duly transcribed in the appropriate "accident report" form (so-called CID), attached to the vehicle documents.

7) RETURN OF THE VEHICLE.

At the end of the excursion, the vehicle must be returned by the Customer at the delivery location, which coincides with the pickup location. The

Customer undertakes to return the rented vehicle together with the accessories, documents, and protective devices in the same condition as at the initial pickup, except for normal wear and tear.

Maremma Explorer will not be held responsible for the custody of personal belongings left in the returned vehicle by anyone; therefore, it will not be liable for their loss and/or misplacement.

Maremma Explorer and/or its representative will check for any damages and/or breakdowns on the vehicle; at the end of this check, a return report will be drawn up, which will be issued in copy to the Customer.

In case damages and/or breakdowns are found on the vehicle, they will be expressly contested in writing in the return report, without prejudice to the corresponding indemnification and/or reimbursement obligation to be borne by the customer.

8) LIMITATION OF LIABILITY

Within the limits provided by law, the Customer waives, for themselves and their heirs or assigns, any and all claims for damages suffered by themselves or by third parties, arising from:

- a) The use of the rented vehicle;
- b) Loss or damage caused to property belonging to the Customer or third parties left in the vehicle;
- c) Breakdowns or any other cause of malfunctioning that is not within the direct and exclusive control of Maremma Explorer and is not attributable to it.

9) NON-RETURN. PENALTIES CHARGED TO THE CUSTOMER.

Failure to return the vehicle keys by the Customer, even if due to loss or theft, will result in the application of a penalty as compensation, amounting to €300.00.

In case of non-return of the original vehicle Registration Document, even if due to loss or theft, the Customer must fully bear the cost of the necessary expenses.

The deliberate concealment of the vehicle and the failure to return the vehicle resulting from the Customer's will shall render the possession thereof unlawful, without prejudice to any criminal liability attributable to the Customer.

10) CONTRACTUAL AMENDMENTS.

No amendment may be made to this contract unless previously approved in writing by both parties.

11) CONTRACT DURATION

This contract has a daily duration, starting from the delivery of the vehicle to the Customer and ending with the return of the vehicle, its accessories, and protective devices, as well as with the delivery to the Customer of a copy of the return report prepared by the Lessor.

12) CLOSING CLAUSES.

For all matters not expressly provided for and agreed upon in this contract, the parties refer to the provisions of the Civil Code and to the laws in force. The possible nullity of a clause of this contract does not invalidate the other contractual provisions.

13) RESOLUTION OF DISPUTES. COMPETENT COURT.

For all disputes arising between the Parties under this contract, the Court of Grosseto shall have jurisdiction or, within the limits of jurisdiction by value or subject matter provided for by law, the Justice of the Peace of Grosseto.

14) JOINT LIABILITY.

The Driver and the Second Driver shall be jointly liable for all obligations, without exception, assumed under this contract.

15) PROTECTION OF PERSONAL DATA.

The parties authorize each other to communicate their personal and identification data, in relation to the obligations connected to this rental contract, in accordance with the methods prescribed by the current regulations concerning the protection of privacy. The personal data communicated will be processed in accordance with the provisions of Legislative Decree no. 196/2003 (Personal Data Protection Code) as amended by Legislative Decree no. 101/2018 to comply with GDPR 2016/679 (General Data Protection Regulation) and will be used for the conclusion or execution of rental contracts and any related contracts, for payment management for accounting/administrative purposes, and in any case functional to the conclusion and execution of this contractual relationship. Such data may also be used for the transmission of any communications subsequent to the termination of the contract, as well as for judicial and/or extrajudicial purposes.

The original of this contract is retained by Maremma Explorer, which issues a photocopy thereof to the Customer.

Turist/Client

Maremma Explorer srls

The Parties declare that they have specifically, individually, and thoroughly reviewed all the terms and conditions of this contract and, more specifically, the conditions set forth in points: 3 (Modalities and conditions of vehicle use), 4 (Customer Obligations), 5 (Vehicle Insurance Coverage), 6 (Accidents), 7 (Return of the vehicle), 8 (Limitation of Liability), 9 (Non-return. Penalties charged to the customer), 13 (Resolution of disputes and Competent court), 14 (Joint Liability), whose clauses, re-read and approved, are unconditionally accepted from now on for all subsequent effects, and specifically under Articles 1341 and 1342 of the Civil Code.

CLIENT

The maps and itineraries are viewable and accessible via the WIKILOC app at the following link:
<https://it.wikiloc.com/wikiloc/user.do?id=10060335> or by scanning the following QR code.



DISCLAIMER

The driver-customer, as identified above, aware of the legal significance of the statements made, under their exclusive responsibility.

Declare

- a) to possess the driving license as indicated above;
- b) to possess the skills and abilities necessary for driving the quad and to have demonstrated such skills during the test drive.
- c) to have received from Maremma Explorer or authorized personnel all necessary information about the technical characteristics of the vehicle, driving precautions, and vehicle usage;
- d) to acknowledge, accept, and verify that the quad entrusted for the rental period is delivered in perfect working condition, fully functional, and suitable for the use allowed by the rental conditions, as confirmed during the test drive. And that in case any malfunctions are detected, the driver agrees to stop driving and promptly report it to Maremma Explorer or authorized personnel, and continuing to drive implies acceptance of the vehicle's proper functioning;
- e) to be aware of the regulations of the current Highway Code and to comply with its prescriptions, obligations, and prohibitions;
- f) not to be pregnant and/or in psycho-physical conditions unsuitable for quad excursion activities;
- g) not to be intoxicated or under the influence of narcotics or psychotropic substances;
- h) to drive and keep the vehicle, along with the accessories, diligently and in compliance with all legal norms as well as according to the conditions specified in the rental contract;
- i) to undertake to pay for any fines or damages to the vehicle incurred by the driver during the excursion;
- j) to accept the risk and danger that the quad excursion entails, expressly releasing Maremma Explorer from any civil and criminal liability for any damages, injuries both to the person and the vehicle;
- k) to waive any claims for compensation against Maremma Explorer for any damages suffered or that the driver may suffer during the quad excursion.

The declarant, _____ (Signature)

The declarant, _____ (Signature)

I confirm that I have read and understood this release statement, its contents, and before signing it, I am aware that by signing this document, I waive any statutory protections provided.

The declarant, _____ (Signature)

The declarant, _____ (Signature)