

## MOTORVEHICLE BAILMENT AGREEMENT

This agreement is made on \_\_\_\_\_, \_\_\_\_\_ 202 in Marciana, Livorno, Italy

### BETWEEN

**Fabio Pecchia**, born in Pisa, on 25, October, 1958, living in via Flavio Andò 28, Pisa, C.F. PCCFBA58R25G702J, hereinafter referred to as the “**Bailer**” of the one part;

### AND

Mr./Mrs \_\_\_\_\_ hereinafter referred to as the “**Bailee**” of the other part;

### RECITALS;

1. Whereas the Bailer is the owner of a scooter Vespa LX 50 cc with the following features : License Plate : X8RVV2 ; Chassis number C000705PI20; Year of Manufacture : 2013.
2. Whereas the Bailer is desirous of granting in use and the Bailee has agreed to take in use the aforesaid motor vehicle on the terms and conditions herein contained:

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1. TERMS OF USE

The motor vehicle, with the mileage of \_\_\_\_\_ kilometres, is hereby granted in use for free, except for fuel expenses and small maintenance. In the case the bailee exceed the distance of 350 km during the duration of the present contract, it will be paid € 0,20 for every extra kilometre.

#### 2. DURATION

The agreement shall endure for the following period : from \_\_\_\_\_, \_\_\_\_\_, 202, to \_\_\_\_\_, \_\_\_\_\_, 202.

#### 3. THE BAILER OBLIGATIONS

The Bailer hereby agrees:

- 3.1 To grant the bailee exclusive use and possession of the motor vehicle during the duration of this agreement;
- 3.2 To keep the motor vehicle comprehensively insured with a reputable insurance company throughout the duration of this agreement ( SAI-UNIPOL insurance, expiration date January 11,20 ). The last scooter overhauling has been made in July, 01, 202 ;
- 3.3 To provide the Bailee with the original copy of the registration book of the motor vehicle;
- 3.4 The motorcycle is in good conditions of use and maintenance, perfectly provided of safety devices and without any visible damage to bodywork and other mechanical visible parts.
- 3.5 The Bailee warns the user about the intrinsic danger of the scooter (small wheels, road holding) and the danger of the roads of Elba (poor maintenance of the road surface, poor horizontal and vertical signs, absence of night lighting of the roads).

#### **4. THE BAILEE'S OBLIGATIONS**

The Bailee hereby agrees:

- 4.1 To ensure that the motor vehicle is used in a skilful and proper manner and only driven by himself, meanwhile bearing a valid driving license;
- 4.2 To report to the nearest Police and inform the Bailer within 24 (twenty four) hours of any damage to or loss of the motor vehicle;
- 4.3 To be responsible for costs relating to fuel, tyre puncture, and any costs of parking fines and other expenses for illegal parking or any other contravention of the Italian highway code;
- 4.4 To ensure that the motor vehicle is only used within Elba island boundaries;
- 4.5 To yield the vehicle to the Bailer in good mechanical condition on the expiration of the contract, save for normal wear and tear of the same.
- 4.6 To pay a caution money of € 250,00 (twohundredfifty/00) at the delivery of the motorcycle. The caution will be refund at the bailment expiring day, holding eventual damages.
- 4.7 To guard with the due diligence the motorcycle, locking it with the existing security disposals. In case of loss of the keys, it will be paid the sum of € 100,00 (one hundred/00) to the Bailer. In case of total theft or total damage of the motorcycle, it will be paid the sum of € 1.000,00 (one thousand/00) to the Bailer, within two weeks from the date of the event.
- 4.8 To have tested the motorcycle, to have checked it is perfectly running ( brakes, lighting, horn, etc) and thereby to exempt the Bailer for every accident could happen in the use of the motorcycle, taking full responsibilities for the consequences of possible accidents occurring while driving

#### **5. GOVERNING LAW**

This Agreement shall in all respects be governed and construed in accordance with the Laws in Italy.

#### **6. RESOLUTION OF DISPUTES**

Any dispute arising between the Parties shall be determined by a court of competent jurisdiction in Livorno- Italy and may upon agreement between the Parties be submitted for arbitration.

**SIGNED BY BAILER**

**SIGNED BY BAILEE**

Signature:\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20