

IMPORTANT:

Please fill in the following Terms of Use agreement and credit card authorization.

Make sure to send the below documents back to us by email to info@italyonabudgettours.com prior the tour:

- 1. Copy of the driver's licence**
- 2. Copy of the driver's ID or Passport**
- 3. Completed Terms of Use agreement**
- 4. Credit Card authorization form**

If you are unable to complete the forms online, make sure to print & bring them at the meeting point.

RELEASE OF LIABILITY: USE OF MOTORBIKE, RENTAL AGREEMENT AND INSURANCE

PLEASE READ CAREFULLY AND COMPLETE* - THIS AFFECTS YOUR LEGAL RIGHTS

Drivers info:

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FULL NAME of Driver (RESPONSIBLE)	DATE & PLACE OF BIRTH	CITIZENSHIP
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DRIVER'S LICENCE #	ISSUED BY (CITY, STATE, COUNTRY)	ISSUED DATE
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MAILING ADDRESS	ZIP CODE AND CITY	COUNTRY
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EMAIL ADDRESS	PHONE NUMBER(INCLUDING COUNTRY CODE)	CELL NUMBER (INCLUDING COUNTRY CODE)
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Passengers info:

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FULL NAME of Passenger	DATE & PLACE OF BIRTH	CITIZENSHIP
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Please note: passengers must be at least 18 years old. I declare that my passenger respects this age limit.
For safety reasons, the combined maximum weight of riders on the same Vespa must be less than 180 kg

Please note: drivers not holding license at the moment of the tour will NOT BE ALLOWED to drive and no reimbursement for the tour will be granted.

In exchange of the activity of "VESPA TOUR" organized by Travel on a Budget di Irene Chimenti via nazionale 149R, 50123 Firenze - P.Iva 01351260524, mentioned below as Tour Operator

I AGREE for myself and the members of my family / passenger to the following:

- I AGREE TO OBSERVE AND OBEY ALL POSTED RULES AND WARNINGS AND FURTHER AGREE TO FOLLOW ANY WRITTEN AND ORAL INSTRUCTION OR DIRECTIONS given by the tour guide/leader, or the employees, representatives or agents of the Tour Operator tour operator, INCLUDING THEIR RIGHT OF FINAL JUDGEMENT IN CLIENT PARTICIPATION OF ACTUAL SCOOTER/VESPA DRIVING OR IN CLIENT BEING PASSENGER, OR TO DISCONTINUE SCOOTER/VESPA USE AT ANY POINT OF THE TOUR.
- I CERTIFY THAT I DO, IN FACT, KNOW HOW TO RIDE A MOTORBIKE, and I am capable of maintaining control of myself and my car under normal conditions, including, but not limited to, traffic and little up-hill and down-hill sections. I CERTIFY THAT I AM THE HOLDER OF A DRIVING LICENSE, ISSUED BY MY OWN COUNTRY STATE, ISSUED BY

Travel on a Budget di Irene Chimenti
via Nazionale 149R, 50123 Firenze (FI) ITALY
REA FI 621776 | D.I.A 22.01.2013 | CF: CHMRNI81R53G752S | P.IVA: 01351260524
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Web: www.tuscanyonwheels.com - Email: info@tuscanyonwheels.com
Tel: (+39) 055 0503517 - Mob/WA: (+39) 393 8363746

OWN MY COUNTRY STATE that allows me to be driving in Italy a 50ccmotor scooter/vespa.

- **I CERTIFY** that I am in good health, and free from any type of heart conditions or ailment that may be aggravated by strenuous activity.
- **I UNDERSTAND THAT RIDING A SCOOTER/VESPA IS AN INHERENTLY DANGEROUS ACTIVITY**, even when approached with caution, and that there are many unseen hazards on the road, and **I ASSUME ALL RISKS ASSOCIATED WITH THIS ACTIVITY**, including but not limited to: falls, the effects of weather, including high humidity and/or heat, traffic and conditions of the road, and all such risks being known and appreciated by me.
- **I ASSUME FULL RESPONSIBILITY for PERSONAL INJURY TO MYSELF AND** (if applicable) **TO MY FAMILY MEMBER AND/OR PASSENGERS** and of any costs incurred thereof, in the event of an accident, and I further release and discharge the Tour Operator for injury, loss, damage, arising out of my or my family's use of vehicles or facilities of the Tour Operator , whether caused by the fault of myself, my family/passenger.
- **I AM FULLY AWARE THAT MYSELF AND MY FAMILY MEMBERS(S), AND/OR PASSENGER(S), ARE COMPLETELY RESPONSIBLE** for their own medical expenses and I (we) should be travelling with a medical coverage, either provided, my own state one or a personal one in case my own state should provide it. I will NEVER claim any sum to the Tour Operator and the entire organization for any medical fees or personal injuries, either temporary, permanent, caused to myself and or family members and or my passengers(s).
- **I AM AWARE THAT INTERRUPTING THE SCOOTER USE AT ANY POINT AND FOR ANY REASON**, including but not limited to the Tour Operator guide employees or representatives' judgment of not being able to drive, my own decision, or any accident that may happen before, during or after the tour, that might result in the interruption of my tour at all, will not grant me, my family members(s) and or passengers any reimbursement at any point. Neither full or partial.

Any legal or equitable claim that may arise from my participation in the above shall be resolved under the ITALIAN LAW, COURT OF SIENA.

MOTORBIKE USE

- **I'M AWARE that the scooter/vespa is provided for my use only by the Tour Operator , for the only purpose and length of this activity**, and that the Tour Operator remains the only owner of it. **I will follow the riding path decided by the Tour Operator , and will never disrespect the organization by leaving the group and the tour leader**, neither not following the directions given.

I will keep and use the vehicle with all due diligence, by following the Tour Operator guide in any part of the tour and, in particular, I will not use the vehicle:

- c) in races, trials or competitions with other group members;
- ci) under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates or any substance that may diminish my awareness or ability to react. I am informed that the Tour Operator and its intermediaries reserve the absolute right to refuse to hand over a motor vehicle if I am in an unfit psycho-physical, condition;
- cii) in violation of any customs, road traffic or other regulation.

Travel on a Budget di Irene Chimenti reserves the right to terminate the agreement and to reclaim immediate possession of the vehicle at any time at the Customer's expense, should the vehicle be used in breach of any of the clauses of this agreement.

RENTAL AGREEMENT & VEHICLE DAMAGES

By acquiring a Tuscany by Vespa Tour, I also subscribe a rental agreement of the scooter/vespa, for the time I will use it (i.e. from the moment that the scooter/vespa is handed over to me by the Tour Operator 's representative, to the moment that the tour is terminated, as per declaration of the Tour Operator 's representative).

The following expenses are already included in the tour price: Time of use Vespas, Mileages Fuel.

In the event of loss, damage of any kind to or incurred by the vehicle, even if the result of a theft or in the event of an accident during the rental period, I agree to pay an amount corresponding to the loss, damage, and connected expenses requested by the Tour Operator as compensation.

I must pay (or reimburse, if the Tour Operator has paid in advance) at the straight forward request of the Tour Operator ;

- a) charges for exemption from damage to motorbike, on the basis of the tariffs set out below, if accepted;
- b) any charges for compensatory penalties for the damage referred to in the following points;
- c) a charge for failure to return the vehicle, equal to the full price of the vehicle itself (€ 3.500);
- d) costs incurred for the late payment of the amounts due. The Customer will also be obliged, in connection with the recovery of credits, to pay all legal costs, whether in or out court, incurred by the Tour Operator for the recovery of sums outstanding;
- e) any fines, penalties, legal or other costs which the Tour Operator is obliged to pay by law, as well as the related operating costs incurred in recovering sums owed, stemming from the use of the vehicle during the rental period, unless such costs and charges are attributable to the Tour Operator , in such circumstances however, neither me, nor any other person, will be relieved of direct liability towards any involved for my illegal conduct.

EXEMPTION FROM LIABILITY

In keeping with and within the limits envisaged by the law, the Tour Operator is not obliged to take care of or return my property, and cannot therefore be held liable for loss or damage to objects transported, abandoned or left in the vehicle, either during or after the rental period. Objects left in the vehicle after it has been returned shall be treated having been abandoned. The Tour Operator may not be held responsible towards me other persons I have transported, for any damage, or problems of any type stemming from or in any event connected with the delayed return if the rented vehicle, accident or force majeure, or any cause beyond the control of The Tour Operator .

THIRD PARTY INSURANCE AND DAMAGE TO VEHICLE

TRAVEL ON A BUDGET DI IRENE CHIMENTI provides a THIRD PARTY insurance on each vehicle of Euros 5.200.000 for CIVIL LIABILITY, including animals and property. The driver will be liable for damage in excess of the insurance coverage.

- **I'M AWARE** that the scooter/vespa is provided for my use only by The Tour Operator for the only purpose and length of this activity, and that The Tour Operator remains the only owner to it. I will follow the riding path decided by The Tour Operator , and will never disrespect the organization by leaving the group and the tour leader, neither not following the directions given. I will keep due diligence and due care to avoid harm to other persons. **I will try best not to damage the vehicle that I'm driving with “normal care” for the vehicle.**
- **I ASSUME ALL RESPONSIBILITY FOR DRIVING THE SCOOTER/ VEHICLE ASSIGNED and FOR EVENTUAL DAMAGES** that may be caused by me and my family member(s) and/or passenger on my scooter if due to a **NOT normal cared, diligence or NON following the instructions given.** I am fully aware that damaging the vehicle might imply a high cost of reparation applied to my person. Having certified what above, **I WILL FULLY REIMBURSE the Tour Operator** for the estimated amount of reparation. According to this, **I AUTHORIZE the Tour Operator TO SWIPE A SECURITY DEPOSIT of € 500.00 ON MY CREDIT CARD** before departure.

FINAL ADKNOWLEDGE AND SUBSCRIPTION

The undersigned, for myself and anyone entitled to act on my behalf, completely waive and release the Tour Operator , its associates, representatives, agents, employees and guiding personnel of any and all claims, causes of action or liabilities, that I may now or hereafter have, arising out or alleged of making false statement and of the negligence of carelessness on the part of the person named in this self-declaration.

PRIVACY

I am informed that, pursuant to legislative Decree no.196/03 and subsequent amendments and additions thereto, the data I supplied may be handled in keeping with the legislation. This data will be used for economic purposes by the company the Tour Operator . Furthermore, the data may be used by the Tour Operator to permit the competent authorities to send formal notice to a customer responsible for a violation of the Highway Code or of any other legislative provision. Data will be handled using instruments I may at any time obtain the information referred to in art. 7 of the privacy code and exercise his rights by sending a registered letter to: the Tour Operator , via nazionale 149R, 50123 Firenze.

*

DATE (dd/mm/yyyy)

CUSTOMER'S SIGNATURE

C/C AUTHORIZATION FORM
Holder of the c/c type: MASTERCARD

* Name on the card		
* number	* Exp. Date	* CCV

Authorize Travel on a Budget di Irene Chimenti
To debit the amount of € 500.00 per vehicle on my credit card as security deposit or the
relevant amount in the event of any damages/fines.

Please note that a charge of € 0.01 will be processed in order to verify the validity and the proper functioning of the card

*

DATE (dd/mm/yyyy)

CUSTOMER'S SIGNATURE

Front Blinker R/L	€ 80.00 + vat	Front Mask	€ 80.00 + vat
Rear Blinker R/L	€ 80.00 + vat	Side Shell R/L	€ 400.00 + vat
Shield Edge R/L top	€ 70.00 + vat	Front Shell	€ 400.00 + vat
Brake Lever R/L	€ 20.00 + vat	Muffler	€ 184.00 + vat
Front Mudguard	€ 250.00 + vat	Mirror R/L	€ 70.00 + vat
Footboard strip R/L	€ 45.00 + vat	Rear Light	€ 70.00 + vat
Handlebar	€ 400.00 + vat	Fine administration fee	€ 20.00 + vat

***mechanical labor not included in the above prices**

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