

## CONTRACT FOR THE RENTAL OF ELECTRIC E-SCOOTER

in Orihuela Costa, \_\_\_\_\_ of \_\_\_\_\_ 202\_\_

### ASSEMBLED

Of a part Plataforma internet [www.halloe-scooter .com](http://www.halloe-scooter.com) , in the person of his representative \_\_\_\_\_ with ID: \_\_\_\_\_, hereinafter, the " **The LESSOR** " (for EMERGENCIAS or any other need, you can contact the following **number** : **+34** \_\_\_\_\_)

And on the other hand, and acting in the condition of The Renter of the device, **D<sup>o</sup>/Ms.** \_\_\_\_\_, **domiciled in**

\_\_\_\_\_, **Mov** \_\_\_\_\_ (hereinafter **The Renter**). Both are recognized capacity to enter into this agreement and \_\_\_\_\_ with ID \_\_\_\_\_

### EXPOSED

The LESSOR rents to The Renter , the following electric e-scooter /Bike electric \_ **und.**: **MODEL:** \_\_\_\_\_. Include: **cargadores** \_\_\_\_\_ **und.**, accessories security and anti-theft as **helmet** \_\_\_\_\_ **und.** and **lock** \_\_\_\_\_ **und.** In accordance with the terms and conditions contained in this agreement. **From (delivery schedule)** \_\_\_\_\_ **of the day** \_\_\_\_\_ **202\_\_** until **(pickup time)** \_\_\_\_\_ **of the day** \_\_\_\_\_ **202\_\_** for personal use. **Address delivery and pickup** : \_\_\_\_\_ . **The cost rent is equal to €** \_\_\_\_\_ **the day for n°** \_\_\_\_\_ **days. TOTAL COST:** \_\_\_\_\_ **€.** The amount to be paid as security deposit will be equal to \_\_\_\_\_ **€.** The amount paid in cash at the time of signing the contract shall be reimbursed to the back of the DEVICE, after verification of the state and the proper operation of the same. In case of delay in the return of the **Bike electric/ electric e-scooter** is tendráen account, a fine equal to 30% of the cost of the rental, in addition to the payment time exceeds the rental period stipulated.

### CLAUSES

#### ARTICLE 1. Rules and conditions for the storage, use and parking of e-scooter s.

##### 1.1 Storage conditions

- A) Prohibited long-term storage of the device on public streets and any other public spaces;
- B) It is forbidden to store the e-scooter on the terraces, inner or outer courtyards belonging to the Renter;
- C) The Renter undertakes to store the e-scooter only indoors;

##### 1.2 Parking conditions

- A) The Renter undertakes to park the e-scooter in specially equipped places;
- B) It is forbidden to park the e-scooter in deserted places without visual observation for more than one hour;
- C) The Renter undertakes to check the safety of the e-scooter in the parking lot every two hours;

D) It is forbidden to park the e-scooter on roads and sidewalks if it blocks or interferes with other road users or their vehicles;

### 1.3 Rules for using the e-scooter

A) The Renter undertakes to drive the e-scooter strictly in accordance with the rules and laws of Spain;

B) The renter undertakes not to cause any damage to the e-scooter

C) The Renter is not responsible for damage caused by wear and tear of the e-scooter or force majeure;

D) The Renter undertakes not to drive the e-scooter in the rain

E) The Renter undertakes to avoid direct contact with water on the surface and inside the device;

2. The Renter is solely responsible for the storage, use and parking of the e-scooter for the duration of the rental agreement.

2.1 For violations of the conditions in paragraphs. 1.1 and 1.2, resulting in the theft of the e-scooter, The Renter undertakes to compensate the Lessor for 50% of the cost of the e-scooter, including depreciation;

2.2 For violations of the conditions in paragraphs. 1.3 The Renter undertakes to reimburse the Lessor 100% of the cost of parts and labor for the repair of the e-scooter

2.3 In cases of theft, loss of the e-scooter or serious damage resulting from violations of paragraph 1 by The Renter, The Renter undertakes to return all available e-scooters transferred under this agreement to the Lessor within the next calendar day. In this case, the deposit and the balance of the rent are not returned to The Renter and are taken into account as compensation for damage caused to the property of the Lessor.

## ARTICLE 2. TERMS OF DELIVERY OF THE DEVICE

2.1 **Bike electric/ electric e-scooter** rented must be collected and returned by the LESSOR at the address of The Renter, within the days and hours listed above. Only considers the service terminated once the DEVICE and the keys of the same have been delivered to the LESSOR.

2.2 Prior to delivery of the **Bike electric/ electric e-scooter** The Renter must provide: • Passport or national identity card • Deposit \_\_\_\_\_€ (to be refunded to the back of the DEVICE). • Joint signature of prior recognition of the DEVICE rented. In the event that the THE RENTER has caused damage to the DEVICE Rented, these should be assessed by the LESSOR and paid by THE RENTER. In case of disagreement on the valuation of damages, it shall appoint an independent expert. Their fees will be at the expense of the signatories to equal parts.

## ARTICLE 3. STATE OF THE DEVICE .

3.1 The LESSOR acknowledges that it has received the **Bike electric/ electric e-scooter** in a perfect state of operation and cleaning. Including tires and without physical damage, except those expressly contained in the document Prior Recognition DEVICE signed prior to receipt of the DEVICE .

3.2 It is expressly forbidden for the THE RENTER to vary any technical characteristic of the **Bike electric/ electric e-scooter**, keys, equipment, tools and/or accessories, as well as make any changes to its exterior and/or interior. In case of violation of this article, The Renter shall bear the costs of the duly

justified, reconditioning of the **Bike electric/ e-scooter** to its original state and pay an amount by way of compensation for the immobilization of the **Bike electric/ e-scooter** .

3.3 THE RENTER releases the LESSOR from any liability for loss or damage to items left or carried in the **Bike electric/ electric e-scooter** by The Renter or by any other person or in the clothing of these, during the term of the contract or after the return of the DEVICE .

#### **ARTICLE 4. PAYMENTS.**

4.1 THE RENTER agrees to pay to the company ARREDANDORA:

a) THE amount stipulated in the rental contract

(b) THE amount of the damage and/or theft suffered total or in part on the Bike electric/ electric e-scooter . The assessment of the damage to the Bicycle, electric/ electric e-scooter , as well as their accessories and add-ons, and/or theft of the same, shall be made by the LESSOR, or, in case of any discrepancy, by an expert. However it agrees to the assessment of the following concepts: **DEVICE or Charger: loss, theft - a penalty of 100% of the deposit. Helmet: loss, theft - 30€, anti-theft lock: loss, theft - 20€. In case of breach of the terms of ARTICLE 1 of this agreement, will be considered a penalty of 100% of the deposit.**

(c) The corresponding amount of the fines for any violation of the applicable legislation and, in particular relating to the highway Code and rules of Transportation, which may be incurred by The Renter , as well as charges for late payment on the part of The Renter , and the extra judicial expenses that would have been incurred by the LESSOR as a result of the foregoing, as well as the amount of days that the LESSOR could not freely dispose of the DEVICE by reason, however, to breakdown or damage caused during the rental, attributable to the RENTER. All of this with the exception of the responsibility of the LESSOR as owner and holder of the Bike's electric/ electric e-scooter .

4.2 El payment of the amounts referred to in paragraph 6.1 above shall be made by credit card or in cash, In case of actual cash, the LESSOR reserves the right to request The Renter to one or more credit cards in the concept of warranty. If the payment of any of the amounts referred to above is made using a credit card, the signature of The Renter in the I accept the general terms and conditions of the rental agreement, constitutes authorization to the LESSOR to charge the amount total end of the contract to The Renter 's account in the issuer of the credit card.

4.3 form of payment will be always up-to-cash (cash or card) at the time of the signing of the contract. Can be agreed upon as a different form of payment, the terms of which must be accounted for in the written contract.

#### **ARTICLE 5. ACCIDENTS.**

5.1 THE RENTER undertakes to inform in a period not exceeding 24 hours to the LESSOR of any claim and to transmit immediately any letters, subpoenas, or notifications referring to said accident refer to and provide full cooperation with the RENTAL company and the police in the investigation and defence of any claim or process.

5.2 In case of breakdown or accident, the RENTAL company does not assume any responsibility for damages directly or indirectly caused to the THE RENTER for such a reason.

#### **ARTICLE 6. MAINTENANCE AND REPAIRS.**

6.1 El mechanical wear due to normal use of the DEVICE is assumed by the LESSOR. The LESSOR assumes the maintenance of the DEVICE for correct operation: pneumatic, levels, fluids and lubricants, engine, etc for the duration of the contract, in addition to everything that is not included by the warranty provided by the brand or dealership.

6.2 THE RENTER is not authorized to order repairs on the Bike electric/ electric e-scooter without the express permission of the owner.

**ARTICLE 7. VALIDITY OF THE CONTRACT.**

7.1 Any modification of the terms and conditions of this agreement shall be made in writing, without which become null and void and without effect.

**ARTICLE 8. PROTECTION OF DATA OF A PERSONAL NATURE.**

For the purposes of the provisions of current legislation on the protection of personal data and services of the information society and electronic commerce, the owner informs you that your Personal data provided to enter into this agreement as obtained during the term of hire, are to be incorporated into several files mixed named CUSTOMERS, enrolled in the Register of the Spanish Data Protection Agency. We inform you that in accordance with the data protection act, you can exercise free your rights of access, rectification, cancellation and opposition in accordance with the art.15,16, and 17 of the data protection act by directing a written request to the address above or via e-mail to: book@intercabman.com In the case of commercial communications via email or equivalent means, and in conformity with the provisions of Law 43/2002 of Services of the Information Society and Electronic Commerce services, you express your consent to the sending of advertising through this medium. This consent may be revoked at any time by means of a request addressed to the following address: book@intercabman.com. Please note that in case of breach by you of any applicable laws and regulations, the LANDLORD shall be entitled to identify you to the competent authority, be it a public or private entity, with the aim that the aforementioned entities may claim the amount of any fines, tolls, unpaid or liability attributable to their actions.

**ARTICLE 9. JURISDICTION APPLICABLE.**

9.1 THE RENTER , whatever their nationality, declares to have read all the terms and conditions of this agreement and to resolve any doubt or disagreement that may arise in the interpretation and completion of the same, both parties expressly waive their own jurisdiction and are subject to the Courts of the domicile of the OWNER

**Signature Of The Renter**

**Signature Of The LESSOR**

The deposit will be refunded in the amount

to \_\_\_\_ of \_\_\_\_\_ 202\_\_\_\_\_