**CONTRACTO DE ALQUILER DE VEHICULO / SCOOTER RENTAL CONTRACT**

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| --- | --- | --- | --- | --- |
| **Nombre Arrendatario/ Renter Name** | | | **Modelo / Type: Scomadi TL 125cc** | |
| **Matricula//No. Plate** | |
| **Dirrecion / Address** | | | **N / Carnet / Licence No.** | |
| **Expedido / Issue** | **Caducidad/Expiry** |
| **EMAIL / correo electrónico** | | | **Nivel Depsito / Fuel Level**  FULL / COMPLETO  ¾ TRES CUARTOS  ½ MEDIO  ¼ CUARTO | |
| Nacido el  D.o.B | **DD MM Anos/Year** | |
| DNI / Passport No. |  | |
| Expedido / Issued | | Caducidad / Expired |
| Telefono / Phone No. | | | Observacionses entrega /Observations | |
| https://1.bp.blogspot.com/-sB_IPCgMMJU/WhO-eUHrX-I/AAAAAAAAHPM/mx3AjgUEumghIJaEuJ5XFMrLdYMx4U7WgCLcBGAs/s1600/2658.image008.jpg https://1.bp.blogspot.com/-sB_IPCgMMJU/WhO-eUHrX-I/AAAAAAAAHPM/mx3AjgUEumghIJaEuJ5XFMrLdYMx4U7WgCLcBGAs/s1600/2658.image008.jpg | | | 1. Aranazos / scratch 2. Falta element/missing element 3. Orto/other | |
| He leido y entiendo los términos y condiciones en esta pagina y su anverso del presente contrato de alquiler y autorizo con mi firma para que todos los importes derivados de este alquiler sean cargados en la cuenta de mi tarjeta de crédito /debito o deposito.  I have read and agreed to the herms of this rental agreement and conditions in this page and overleaf, and I confirm that this payment hereunder is to be made by my signature below shall constitute authority to my credit/debit card, deposit or others.  **EL ARRENDATARIO / THE RENTER POR LA EMPRESA ON BEHALF OF THE LESSOR**  **DATE / FECHA : ………………………………………………………………………..** | | | | |

**VERY IMPORTANT: IN ACCIDENTS DUE TO INFLUENCE OF ALCOHOL OR DRUGS, THE COVER OF THE INSURANCE POLICY WILL BE AUTOMATICALLY CANCELLED**

1. The Leaser branded as GRAN TOURISMO SPAIN – Mrs Susan Duncanson [www.grantourismospain.com](http://www.grantourismospain.com) and address Los Factores 7, Urcal, 04691, Huercal-Overa, Almeria, Spain. Her affiliates are entitled to act on behalf of the company in this contract. IAN DUNCANSON
2. The renter acknowledges that he receives the vehicle as described on Page. 1 on the contract, in perfect working condition with his documents and accessories (helmet, keys etc.) and undertakes to keep them and driving the Vehicle under the rules of the Traffic Code and in accordance with the specifications of use of the type of Vehicle.
3. Gran Tourismo Spain will acknowledge and declare any prior damage before the rental commences. These will be marked on the contract and may not be claimed by the Leaser.
4. The renter agrees to be responsible for any other damages the vehicle presents at the time of return whether it has agreed while driving or during being parked.
5. On delivery the affiliate will explain the operation of the vehicle and answer any questions the renter has.
6. The renter will agree to understand the operation and conditions of the vehicle before the rental can commence.
7. The renter must refuel the vehicle with the appropriate fuel (unleaded) suitable for it and return with the same amount as at the commencement of the Contract. The renter will be responsible for the costs caused by the transfer and/or repair of the damage that may occur of the vehicle for the use of inaccurate fuel.
8. The vehicle will be returned to the same address as per the contract at the agreed time and date.
9. Any delay in return which is not caused by force as provided in Article 1105 of the Civil Code will result in a penalty of €40 per hour or part hour. Early return of the vehicle must be agreed with GRAN TOURISMO SPAIN prior to the return.
10. In the case of misuse of the vehicle, the Lessor will demand early return and the renter will return as soon as this is issued, waiving any claim for rental rights. Non-compliance will result in The Police will be denounced and the vehicle considered as stolen.
11. Failure to comply with point 12 the contracted insurance will be suspended, exonerating the lessor from any liability for any damage caused by the renter.
12. If for mechanical reasons the vehicle cannot be leased, the reasons being beyond the fault of GRAN TOURISMO SPAIN, and another vehicle cannot be provided, any remaining monies from the date of the fault will be returned.
13. In the event of breakdown or accident, the renter must contact GRAN TOURISMO SPAIN and then the Breakdown Recovery Service as detailed in the insurance documents to arrange recovery.
14. Only the person that is listed in the scooter rental agreement, and who is in the possession of the required driving licence, is eligible to drive the scooter.
15. The scooter is insured for third parties damages. The renter is responsible for any collision, accident damage or theft of the scooter for the costs of the vehicle up to a value of EUR 1500.
16. Scooters cannot be used off-road. In case the scooters have been used off-road all damages (including motor damages) are burdened by the renter.
17. The lessee should check with their insurance company regarding their medical coverage and what they are liable for. Gran Tourismo Spain does not take responsibility for any injuries occurred during the use of their scooters. Failure to comply with the local regulation, especially considering the use of alcohol can results in charges and fines. Gran Tourismo Spain is in no case responsible for any damages due to the incompliance with local regulations.

**Terms & Conditions**

**REQUIREMENTS FOR RIDING A SCOOTER**

1. FULL Driver’s License: Motorbike License (A) NOT CBT or Ordinary Car Driving License (B), for more than three years. Under Spanish Law, any person with 3 years of experience with an ordinary driving license (B) is authorized to drive motorcycles up to 125cc.
2. In all instances, you must be over 20 years old and if you don’t have a motorbike license you must have at least 3 years’ experience with an ordinary driver’s license that must be valid in Spain. Non-EU renters should have an International Driving Permit (as from 01/01/2021)
3. We recommend drivers to have some experience driving a 125 cc scooter or a motorbike.
4. The renter understands there are risks related to driving a vehicle and that they are in good medical health and are physically fit to rent the vehicle. To this effect the renter affirms that they do not suffer from any illness or consume any medication not suitable for driving a vehicle that impair their ability to drive the vehicle safely. GRAN TOURISMO SPAIN has the right to refuse rental, if we deem the rider not to be safe for their own safety and that of GRAN TOURISMO SPAIN.
5. Misuse of the vehicle any action that contravenes traffic regulations, the vehicle manufacturer's specifications, and the lessor's instructions. The abnormal wear, verified by the lessor, of the mechanical parts of the vehicle, especially tires, will be considered misuse of the vehicle and will be charged to the lessee
6. .ASSIGNMENT OF THE VEHICLE The renter may not assign the use of the vehicle to third parties except with the consent express and prior to the lessor that must be reflected when including them as additional drivers in the contract, In this case the renter will always be solely responsible, before the lessor and third parties, for the damages that are may cause in and with the vehicle, regardless of who was driving it at the time they were generated.
7. DAMAGE TO THE VEHICLE. The renter agrees to cover with the deposit deposited any type of damage that occurs in the vehicle during the rental period. Both in circulation and in parking. The lessor may retain the part of the deposit that he deems appropriate to cover the repair. Once concluded this, will present the corresponding invoice to the lessee, liquidating the part of the remaining deposit, if any. In the event that the repair is higher than the deposit, the insurance will cover the rest, unless the lessee has In case of breach of any of the clauses of this contract, in which case the renter will be solely responsible, and the lessor may exercise the judicial, civil or criminal actions that he deems appropriate.
8. LOSS OR THEFT OF THE VEHICLE. As in the case of an accident, in the event of theft or total or partial loss of the vehicle, the lessee agrees to immediately notify the lessor of this fact, on the emergency telephone number and to provide. Full collaboration with the lessor, the competent authority and the insurance company in the investigation and defense of any investigation or process. If the vehicle is stolen or lost negligence of the lessee will be responsible. And will pay the lessor the market value, according to the tables of the Ministry of Finance without this implying a resignation by the lessor to execute the civil and / or criminal legal actions that consider appropriate against the lessee, if the motorcycle is recovered. The lessee shall bear all the expenses that cause its revision and / or repair, as well as the lost profit incurred by the lessor according to the rates of the moment that the tenant knows. If the cause of the robbery was not due to the negligence of the tenant, he will only be responsible for the amount of the deposit deposited. In either case, the rental contract will be canceled, without the lessee being entitled to any refund. In the event that the theft occurs on any of the accessories or parts of the vehicle, the lessee will be responsible for the theft and will indemnify the lessor for the official rate price of the manufacturer of the stolen part or accessory plus any other cost invoiced by the corresponding workshop.
9. DAMAGE TO OCCUPANTS AND THEIR ASSETS. The tenant and its occupant they know the insurance coverage that the lessor has contracted for the vehicle and exempt the lessor from all liability for any damage that may be suffered, both physical and material, derived from normal or abnormal use of the leased vehicle. They expressly know the risks of burns and / or cuts or any other that the use of a vehicle may produce. Likewise, the renter relieves the lessor of all responsibility for losses or damages that occur in objects left or transported in the vehicle by the renter or by any other person, or in their clothing, either during the term of the contract or after the return of the vehicle. The tenant must travel with the appropriate regulatory equipment and required by the competent authorities.
10. FINES AND OTHER CHARGES, The renter agrees to pay all fines for any violation of current and applicable Spanish legislation, especially the relative to the circulation and transport regulations that are imposed on it, as well as the expenses derived from the withdrawal of the vehicle from the public highway by the political authorities, in case of fines that require the identification of the driver, the lessor shall notify the competent authorities exclusively the identity of the renter.. The renter shall bear the legal and legal defense costs and costs incurred by the lessor arising from accidents or illegal conduct by the tenant and / or his companions. As well as the amount of the days that the lessor cannot freely dispose of the vehicle due to embargo, breakdown or damage caused to it during the lease attributable to the lessee.
11. UNAUTHORIZED ACTIONS. The renter may not tow or push with the vehicle any type of vehicle or cargo, nor transport volume or weight greater than authorized in the Technical Inspection sheet of the Vehicle. Neither will you be able to participate in any type of sports or leisure tests. Racing or driving on unpaved roads. Teaching to third parties even in closed rooms, it is totally unauthorized. The vehicle may not be used or allow it to be used to carry out an illegal act including, among others, acts of smuggling or transportation of illegal substances. The tenant may also not pawn or sell the vehicle in its entirety or by parts, equipment, accessories and documentation, in any way that violates the property rights of the lessor or any other right that the owner has over the vehicle, Failure to comply with these prohibitions will automatically lead to the cancellation of the contract, and the renter will be responsible to the lessor for all fines, confiscations, liens, recovery, costs storage and judicial and legal representation. It is expressly prohibit
12. INSURANCE the lessor will deliver the vehicle covered by a compulsory and voluntary insurance policy of civil liability and damage, Known to the renter. The rental price includes the obligatory civil liability insurance of the vehicle, covering damages to third parties and passengers, without excess or maximum liability. Theft insurance is not induced, total or partial loss, damages (or any other prejudice) suffered in your own vehicle (or in your luggage, merchandise or personal objects transported in the vehicle), by any circumstance (either by vandalism or accident.
13. LOSS OF KEYS, ANTI-THEFT AND HELMETS. The loss of the vehicle keys will be charged on the deposit deposited by the renter in the amount of the cost of replacing the key according to the manufacturer's invoice plus the management costs necessary to obtain it. In the same way the loss of the helmets will be charged on the deposit deposited by the renter in addition to a surcharge of FIFTY EUROS for expenses. In the event the deposit is not sufficient to cover the expenses, the renter authorizes the lessor to collect the corresponding amount from his card.
14. VEHICLE RESERVATION, The lessor will inform the lessee of the availability on the dates of consultation, If due to force majeure, the lessor could not have the selected motorcycle, it will provide the lessor with another model, with characteristics similar or return the reservation, If the renter cancels his reservation, the lessor will return the full amount of this if the cancellation occurs more than 30 days in advance, and 50% if the cancellation occurs between 15 and 30 days, If the cancellation occurs less than 15 days in advance, the lessee will not be entitled to any refund. If the renter shows up to pick up the vehicle after the reserved date, but before the date of the term of completion, you can have it, until the date of completion of the reservation, without having the right to be reimbursed any amount for the days that you do not enjoy the vehicle.
15. RENTAL PRICE AND CHARGES FOR CARD, The price per rental. As well as the deposit of deposit. They are determined by the corresponding General Rate in force at all times, and must be previously paid by or the tenant. In no case may the deposit serve for an extension of the rent. Payment of these amounts must be made by credit, debit or cash card. The renter authorizes the lessor to charge all debits to his credit or debit card amounts accrued by this contract, both in the concepts of bail, rent, damages produced and total or partial theft.
16. RENT AND JURISDISCClôN APPLICABLE. The renter agrees to rent the vehicle selected and declares whatever their nationality and language have read and understood this contract. Agreeing to resolve any doubt or disagreement that may arise from the interpretation and compliance itself, both parties expressly waive their own jurisdiction and submit to the Courts of Almeria. This contract may be delivered to the renter translated in another language. In case of dispute, the contract that takes precedence is the contract original written in English.

TABLE OF DAMAGES AND PENALTIES –

BREAKAGE OR LOSS BAUL KEYS : 10 – BRAKE LEVER : 24 - REARVIEW : 15 - FOOTREST : 40 - MATRICULAS : 15 - REAR FENDERS : 15 - CONTRACT : 30 - BAUL : 45 - FRONT FLASHING LIGHT : 30 - REAR FLASHING LIGHT : 30 - CENTRAL EASEL : 60 - WHEEL : 45 - GRAB HANDLE : 55 - FRONT FENDER : 65 - BREAK OR LOSS OF THE HELMET : 65 - FRONT SHIELD : 200 - BREAK OR LOSS MAIN KEY : . 140 - FORK : 275 - - LEFT SIDE FAIRING : 100 - RIGHT SIDE FAIRING : 100 - GAS FIST : 90 - REAR WHEEL AXLE : 90 - SEAT : 90 - FRONT LIGHT : 120 - RIM : - KEEL : 150 EUROS

ADMINISTRATIVE EXPENSES MANAGEMENT FINES: 25 EUROS -EXPENSES MUNICIPAL GROUP: 250 - EXPENSES RECOVERY DEPOSIT: 25 - EXPENSES OF MOTORCYCLE ASSISTANCE WITHOUT BATTERY BY NEGLICENCIA: 25 EUROS - DRIVING OF PERSON OUTSIDE THE CONTRACT: 100 EUROS - DRIVER WITHOUT DOCUMENTATION OR VALID PERMIT: 100 EUROS -LEAVE THE VEHICLE WITHOUT TERMINATING THE CONTRACT: 150 EUROS - NO COMMUNICATION OF ACCIDENT AND / OR VERSION OF WHAT HAPPENED: 880

I have read and understood the terms of the contract and agree to abide by these regulations.

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Date: ………………………………………………………………………………………………………………..