

## PARKING SPACE LEASE AGREEMENT - GENERAL PROVISIONS

### SEC. 1 PREMISE

These general provisions apply to the parking of any automobile and motorbike (hereinafter referred to as "Vehicle") at the multi-storey parking garage located in Venice, 467/F Piazzale Roma, run by Garage San Marco S.p.A., based in Venice, 467/F Santa Croce, tax code and registration number with the Register of Companies at CCIAA, Venice: **01315480242**, VAT No.: **02351190273**, (hereinafter referred to as "GSM").

Each person or entity, entrusting GSM with the storage and custody of their vehicle, fully accepts these terms and conditions.

Where Customer acts in the capacity of a "consumer" under the existing provisions, the contract is also governed by Section I of Title III of Part III of the Legislative Decree 6 September 2005, No. 206 ("Consumer Code").

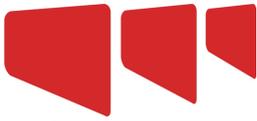
### SEC. 2 OBJECT OF THE AGREEMENT

The parking space leased under this Agreement can be rented on a long-term or short-term base:

- **Long-term parking:** covering the minimum long-term lease duration, i.e. one quarter (9 weeks). The Agreement comes into effect upon signature by both parties, and shall indicate Vehicle type and license plate number, and designated parking space. The designated parking space may from time to time be reassigned during the lease term due to construction and/or operational needs of the garage. Customer will be notified accordingly in due time. Any changes in the Vehicle specified in this Agreement shall be reported to GSM, without prejudice to the provisions of sec. 4 below concerning parking fees.
- **Short-term parking:** covering the minimum short-term lease duration, i.e. one day (24 hours). The Agreement comes into effect upon delivery of the Vehicle to the GSM staff in charge. The parking space available for the Vehicle will be determined instantly by the staff on duty, whose directions Customer shall follow in order for the Vehicle to be safely parked and left in the staff's custody.

Parking and storage of Vehicles can be booked in advance using the online booking facility through GSM website [www.garagesanmarco.it](http://www.garagesanmarco.it), and shall observe the parking procedure specified above.

GSM will send confirmation of the reservation – in accordance with sec. 13 of Legislative Decree No. 70 of 2003 ("E-Commerce Rules and Regulations") – to the email address entered by Customer at the time of booking. Should Customer act in the capacity of a "consumer", as understood under the Consumer Code, the preliminary



agreement resulting from the online reservation is governed by Sections 56 et seq. of the Consumer Code – the same way as distance selling is regulated – and therefore:

- pursuant to sec. 51 of the Consumer Code, GSM will timely (i.e. directly on the website [www.garagesanmarco.it](http://www.garagesanmarco.it)) provide Customer with the relevant information as required by sec. 49.1 of the Consumer Code, including information on the right of withdrawal provided by sec. 54.1 of the Consumer Code, and on the withdrawal form available for download from the website [www.garagesanmarco.it](http://www.garagesanmarco.it)
- The message sent by GSM to the email address specified by Customer at the time of booking, in accordance with sec. 13 of the E-Commerce Decree, is also a valid confirmation of the preliminary agreement – pursuant to sec. 51.7 of the Consumer Code – and shall contain the information referred to in the above-mentioned sec. 49.1. The ticket that the driver of the Vehicle receives at the entrance of the parking garage completes the parking space lease agreement, as provided in sec. 3 below.
- In the event the Customer withdraws from the preliminary agreement, pursuant to sec. 56.1 of the Consumer Code, GSM shall refund any amount paid by Customer at the time of booking or prior to accessing the parking garage.

### SEC. 3 LEASE DURATION

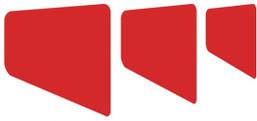
Short-term parking agreements provide parking and custody of Vehicle for at least 24 hours commencing from the time stamped on the ticket dispensed at the entrance. At certain times of the year or certain times of the day (as notified at the garage and published on the website [www.garagesanmarco.it](http://www.garagesanmarco.it)), GSM Management may decide to reduce the lease duration. The agreement ends when the Owner picks up the Vehicle from the parking garage.

Long-term parking agreements provide parking and custody of Vehicle for the agreed period, subject to the quarterly lease duration indicated above at section 2, and is renewed automatically for the agreed period, unless either party terminates the agreement by giving notice to the other at least 7 days prior to the deadline, by registered mail, return receipt requested, or certified mail.

### SEC. 4 PARKING FEES

The parking space lease fees, payable for the storage and custody of the Vehicle on a long-term or short-term base, are charged according to the rates notified at the garage and published on the website [www.garagesanmarco.it](http://www.garagesanmarco.it). These notification channels officialize the fees, which then remain fully in force and effect in any operation of law and contract, except as laid down below.

The minimum short-term fee is the daily fee; no fraction thereof is applicable for vehicles parked for less than 24 hours (unless otherwise provided by GSM Management and advertised inside the garage). Short-term parking fees are generally paid before picking up the Vehicle, but payment can also be anticipated "online" at the time of booking.



Long-term parking fees are due regardless of the actual use of the assigned parking space. If, during the lease term, the Vehicle is shortly replaced with a higher-class vehicle, customer will be charged with the daily difference calculated on the rates in force. Nothing is due to Customer should the parked vehicle fall within a lower class than the Vehicle under the agreement.

The minimum long-term fee is a quarterly fee, to be paid in advance of the provision of service at 20 days from date of invoice issued by GSM. Any billing period lower than the quarter shall be agreed with GSM Management, and may result in extra administrative expenses and collection costs to be borne by Customer. GSM Management may decide to update the agreed long-term fees in any billing period following payments by Customer in order for them to reflect the rates in force at any given time. Customer shall be informed of the updated fees in the first invoice following GSM Management's decision to review and update fees. In the 20 days allowed for payment of the relevant invoice, Customer is entitled to withdraw from the agreement by written notice to GSM, while remaining obligated to pay for the service received until completion of withdrawal, based on the lease fees previously agreed with GSM.

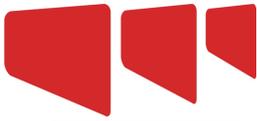
Upon expiration of the term (even if extended as a result of automatic renewal), the agreement will be intended as lawfully terminated: access of Vehicle to GSM parking garage will thereafter be refused. Vehicles parked in short-term parking spaces can be collected only after settling the amount due, while vehicles parked in long-term parking spaces will not be released if Customer defaulted on their payments. At any time after 30 days from entry into the garage, vehicles parked in short-term parking spaces, or vehicles parked in long-term parking spaces with pending invoices, may be removed – at the expense of the relevant owners – and stored in any other place (including outdoors) that GSM Management may deem suitable. Pursuant to Sections 2756 and 2761 CC, GSM has a possessory lien on vehicles in custody as long as they are located in GSM parking garage or in any other parking place that GSM has deemed to be suitable for them to be stored. In this period, and until complete satisfaction of the claims (including removal costs), parking fees will accrue in accordance with the rates in force.

Failure to fully submit payment for the amount of the long-term fees due to GSM within 30 days of the maturity of the relevant invoices authorizes GSM to terminate the contract – pursuant to sec. 1456 CC. Short-term fees, in accordance with the rates in force, will be applied as damages related to the continued custody of the vehicle (also in respect of the possessory lien mentioned above). Pursuant to Legislative Decree No. 231/2002, default interest will be payable on the amount owed to GSM in case of late payment.

Payment can be made using any of the following methods:

- cash at the counter, within the limits of the law;
- ATMs and POS terminals;
- SDD-SEPA;
- wire transfer to bank account IT7310306902113074000208200 INTESA-SANPAOLO;
- credit cards, PAYPAL;
- bank draft or non-transferable check made payable to the order of GSM, within the limit laid down by GSM Management as advertised in the official notices posted in the garage and on the website [www.garagesanmarco.it](http://www.garagesanmarco.it).

Any expenses incurred by GSM due to failure to collect will be charged to Customer including any related administrative costs to be paid at a flat rate as laid down by GSM Management and advertised in the official notices posted in the garage and on the website [www.garagesanmarco.it](http://www.garagesanmarco.it).



Where GSM support expenses due to failure to collect a check or complained of SDD, the same will be passed on to the customer, increased administrative burdens associated to be paid in lump measure as determined by the Management, stated in notices posted in the garage and published on the site [www.garagesanmarco.it](http://www.garagesanmarco.it).

## SEC. 5 VEHICLE PICK-UP AND DROP-OFF

In the case of short-term parking, attendants at the assigned floor will issue and provide Customer with a parking ticket reporting vehicle type and license plate number.

Before picking up the vehicle, short-term customers shall pay the parking fee to the Cashier, who will issue the payment receipt.

Short-term customers must exhibit the receipt to the floor attendants where the vehicle was parked in order to pick up their vehicle. On their way out on the ground floor, they shall return the parking ticket to the attendant and exhibit the payment receipt.

In the case of long-term parking, Customer will be issued an access card (showing vehicle type and license plate number) upon signing the contract, which shall be exhibited to the parking attendant at each pick-up and handed in to the exit attendant when driving out of the garage. Long-term customers who find out that the assigned long-term parking space is not free, should contact the relevant floor attendants, who will set it free in a reasonable time frame. By exhibiting the parking ticket together with the payment receipt and access card, customers are entitled to pick up their vehicle.

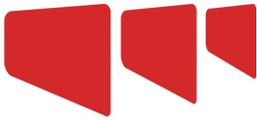
GSM staff will not check the identity of the person who is picking up the vehicle by exhibiting the relevant parking ticket and access card. GSM is relieved of any liability on returning the vehicle, even in the event the card/ticket submitted does not belong to the bearer.

In case of loss or theft of a parking ticket or access card, the customer shall promptly report the event to GSM, file a complaint with the public security authorities, and fax or email a copy of the complaint to GSM (fax number: [+39 041/5289969](tel:+390415289969); e-mail address: [info@garagesanmarco.it](mailto:info@garagesanmarco.it)).

Following receipt of a copy of the complaint, GSM ensures delivery of the vehicle to either the person who is identified as vehicle owner (as shown in the vehicle registration and/or ownership certificate) or any lessees or delegated subjects listed in the agreement (as shown in the lease, finance lease, or rental agreement). The person who claims authorization to retrieve the vehicle shall exhibit a valid ID, of which GSM can also keep a copy. GSM Management reserves the right, at its sole discretion, to refuse entry to the parking garage to any damaged, or visibly compromised vehicles.

## SEC. 6 CODE OF BEHAVIOR

To ensure proper performance of the activities, and the safety of people and things, customers must comply with the requirements set out below.



In particular, **inside the garage customers shall not:**

- introduce gas-powered vehicles that do not meet the requirements of the laws and regulations in force;
- move or maneuver any vehicle parked in the garage;
- park their vehicle outside their parking space or before exits;
- use ramps to transport goods of any nature and size;
- smoke;
- impede maneuvering and the proper performance of services;
- stop or stand along the ramps, in their vicinity, along the lanes, or outside the assigned space;
- remain in the parking areas for longer than the time needed to pick up or drop off their vehicle;
- use high beams in their vehicle while parked or in motion;
- keep flammable and/or explosive substances in their vehicle;
- pour fuel;
- repair and/or clean their vehicle, or have someone repair and/or clean their vehicle;
- pour liquid or solid substances onto the floor;
- leave items, personal effects and/or animals inside their vehicle;
- camping, in any way possible.

**Inside the garage customer shall:**

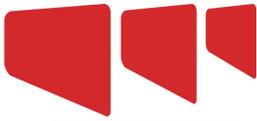
- drive at the maximum speed of 5 km/h, or at least with as much caution as not to create danger to people and/or things;
- follow all signage, and observe the rules and regulations concerning parking and circulation;
- leave their vehicle open, with the key in the ignition, and disable its alarm system. Failure to do so will result in their vehicle being towed, and the towing expense incurred being charged to their account.
- observe the night shift conduct: between 11 pm and 7 am only the driver of the vehicle is allowed to the floors. Customers shall make sure they have no passenger in the vehicle with them when picking up or dropping off the vehicle at night.

## SEC. 7 LIABILITY

GSM is liable for:

- for loss of or damage to the Vehicle due to theft, as limited to the market value;
- for any damage to the Vehicle caused by employees. If Customer does not have the status of “consumer” under the Legislative Decree No. 205 of 2006 “Consumer Code”, for any damage caused without intent or gross negligence of their employees or agents, GSM shall have the vehicle repaired at their own expense. Driving the Vehicle to the workshop suggested by GSM is responsibility of Customer, or of GSM staff, if expressly requested, yet under the responsibility of Customer. Customer agrees not to have the vehicle repaired by a third party and waives any claim for loss of use of the vehicle for the time needed to repair.

Since GSM staff’s custody is to all intents limited to the Vehicle alone, GSM is not liable for theft of any objects and/or animals left in the Vehicle, in breach of the general prohibition laid down under sec. 6.



Customers are liable for any damage to other parked vehicles due to bad maneuvering or parking of their Vehicles inside the garage when not attributable to GSM staff.

#### **Further obligations of Customer:**

- Should the Vehicle be equipped with special controls, Customer must notify GSM staff in advance. Failure to do so will result in GSM not being liable for any damage caused by GSM staff without intent or gross negligence.
- In the event of any damage to the Customer's person or property that may be suffered in connection with or arising from the acts of another customer (impact, collision, etc.), the former shall advance their claims directly against the latter.
- Customer is required to check the status of the Vehicle upon pick-up. If Customer does not have the status of "consumer" under the Legislative Decree No. 205 of 2006 "Consumer Code", any claims for damages shall be reported to GSM Management (ground floor office), under penalty of forfeiture, no later than upon pick-up of the Vehicle.

## **SEC. 8 COMPLAINTS AND COMMUNICATIONS**

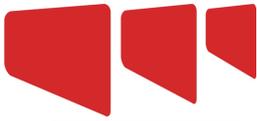
Without prejudice to the final deadline set in Section 7 above with regard to customers who cannot be considered "consumers" when reporting damage to their vehicles, any complaints about services or employees can be filed in a special register in GSM Management's office (ground floor office), or sent in writing to Garage San Marco S.p.A., Santa Croce 467/F, 30135 Venezia. Customers wishing to communicate with GSM may contact GSM staff at the Management's office, or use fax number **+39 041/5289969**, phone number **+39 041/5232213**, or e-mail address [info@garagesanmarco.it](mailto:info@garagesanmarco.it).

## **SEC. 9 PRIVACY STATEMENT - PROCESSING OF PERSONAL DATA**

Pursuant to and for the purposes of Legislative Decree No. 196/2003, GSM undertakes to process the personal data supplied by Customer and related to this Act solely for management and administrative purposes (after informing them in accordance with sec. 13 of Legislative Decree No. 196/2003).

GSM parking garage is equipped with a video surveillance system for the sole purpose of ensuring the safety of people and property, the safeguarding of assets, and with the aim to prevent unlawful acts and all forms of risk to the users' health. Security camera recordings will be viewed by GSM management staff only, so that they can perform their duties.

GSM is the data controller, while the data processor, with whom Customers can claim their rights as provided by sec. 7 of Legislative Decree no. 196/2003, is indicated on the website [www.garagesanmarco.it](http://www.garagesanmarco.it) and in the notices posted at the entrance to the garage.



## SEC. 10 GENERAL PROVISIONS

For all matters not expressly referred to herein, please refer to the provisions of the Civil Code on parking (sec. between 1766 and 1782) and the special regulations in force applicable under specific circumstances.

If any part of this lease should be for any reason null, void, invalid or unenforceable, then only that part shall be void and have no effect. All other parts of this lease shall remain in full force and effect.

GSM reserves the right to modify any part of this lease at any time, and will consider as in force to every effect the terms and conditions advertised in the garage and published on the site [www.garagesanmarco.it](http://www.garagesanmarco.it). GSM shall update long-term parkers about the new provisions, and invite them to give formal written acceptance or opt out if they wish to do so, and terminate the agreement simply by giving written notice to GSM within 15 days of receipt of such update.

## SEC. 11 JURISDICTION

In the most extensive restrictions specified in the applicable Law (where the parties are not governed by the prohibition under sec. 33 of the Consumer Code regarding the provision of a court other than that of residence or domicile of choice for Customers that qualify as "consumers"), any dispute concerning the validity, interpretation and enforcement of these terms and conditions will be submitted to the exclusive jurisdiction of the courts of Venice.

Where the customer has the capacity of "consumer" under the existing provisions for any possible dispute, pursuant to section 66-quater, paragraph 3 of the Consumer Code, users can resort to mediation procedures, referred to in Legislative Decree 4 March 2010, n. 28. Common approaches to effective contract negotiations on a voluntary basis as provided in section 2, paragraph 2, Legislative Decree 4 March 2010, No. 28 are also possible.