

Terms and Conditions

1. LESSEE ACKNOWLEDGES that off-road activity and 4x4 ATV/UTV/Buggy is an inherently dangerous activity. By signing this contract, the Renter expressly acknowledges the same and agrees to assume any damage caused to himself, the equipment and third parties, while he operates the vehicle.

2. LESSEE/AUTHORIZED DRIVER (age and driving license) The renter must be at least 18 years old, have a valid identity document and driving license.

3. USE/Operation: Renter agrees not to use or permit the use of Vehicle for any illegal purpose or in violation of any law, not to drive in a careless or reckless manner, or to operate Vehicle under the influence of alcohol, narcotics or illicit substances, and assumes full responsibility for the same for all signatories to this agreement.

During the tour, if Vita Azores identifies one of the points above, it may invite the Renter to finish the tour without refunding any amount.

4. LESSEE'S DRIVING ABILITY: The Lessee recognizes that Vita Azores is not aware of the Lessee's experience or skills, being the express responsibility of the lessee/driver/driver to evaluate the terrain and proceed with the tour, only if he feels he has the ability to do so. Renter recognizes that he can stop at any time and wait for the guide to help him in case of doubts.

5. COST AND CHARGES OF REPAIR: Renter agrees with the amount of the deposit as set out in this contract, including the costs of additional repairs in case of damage caused to the ATVs during the operation of the same.

The deposit amount is €200.

6. WEATHER CONDITIONS: Under no circumstances will Vita Azores be held responsible for weather conditions that may affect the itinerary of the tour. Due to more aggressive weather conditions, we may have to cancel the scheduled tour, informing Customers of this situation in time and offering rescheduling options.

7. INSURANCE: All our activities and passengers will be covered by mandatory civil liability insurance in force.

We will not be responsible for any damages or losses caused to the Customer when he participates in any activity outside our circuits.

We do not accept any responsibility for theft, loss or damage to personal belongings at any time during our tours.

The insurance inherent to the vehicle only covers third party damages, there is no own damage insurance, the driver is fully responsible in the event of an accident at the time of the activity.

8. INSPECTION/DAMAGE: Renter acknowledges that it has examined and will continue to examine the vehicle carefully and finds it suitable for the purpose for which it was rented. Any pre-existing damage must be identified and reported to the Guide on site by the renter before leaving the rental location and it is further agreed that if the damage is not identified, there will be no damage at the time of commencement of the rental. The Renter is responsible and undertakes to pay Vita Açores the fair market value (which may go up to €8,000.00 inclusive) for the replacement and/or repair of damage caused to the vehicle by the Renter during the tour.

9. GUARANTEE DEPOSIT: The Hirer must deposit a security deposit for the vehicle with Vita Açores, in addition to the rental price, an amount to be defined by Vita Açores.

Vita Açores will refund said deposit to the Renter after the satisfactory conclusion of the contract, provided that the Renter fully complies with all the terms of the Contract and that the Vehicle has not suffered any damage. If the Hirer fails to comply with any of the terms, the deposit may be applied by Vita Açores and additional costs may be charged to the Hirer in case of damage greater than the amount of the deposit.

The Deposit fee can be collected at the beginning of the tour or at the end.

In a case where the deposit is not paid at the beginning of the tour, the value will only be charged to the customer if damages happen during the time the customer is operating the ATV.

The security deposit does not exempt the Renter from the obligation to pay the rent or from any of the obligations assumed by the Renter.

IF A VITA AZORES REPRESENTATIVE IDENTIFIES THAT DAMAGE HAS ACTUALLY OCCURRED TO THE VEHICLE, ANY AND ALL DEPOSITS WILL BE RETAINED BY VITA AZORES UNTIL IT CAN DETERMINE THE SAID DAMAGES.

IN THE EVENT OF CATASTROPHIC DAMAGE TO THE ATV/UTV ATTRIBUTABLE TO THE LESSEE, VITA AZORES IMMEDIATELY WITHDRAWS AN ADDITIONAL DEPOSIT OF €500, WHICH WILL BE MADE UNDER THE TERMS OF THIS CONTRACT.

IF THERE ARE DAMAGES ATTRIBUTABLE TO THE LESSEE, AND THE SAID DAMAGES EXCEED THE AMOUNT OF THE EXISTING DEPOSIT(S), THEN THE LESSEE WILL IMMEDIATELY SEND THE BALANCE DUE FOR SUCH DAMAGES TO VITA AZORES AND ALSO AUTHORIZES VITA AZORES, TO CHARGE THE SAID ADDITIONAL EXPENSES IN CASH OR ON THE CREDIT CARD THAT THE LESSEE USED TO MEET THE PREVIOUS OBLIGATIONS OF THIS AGREEMENT.

A ROLLOVER FEE OF €500 WILL BE CHARGED IN ADDITION TO THE COST OF ANY DAMAGE CAUSED TO THE VEHICLE.

Driver Identification:

Name: _____

Driving license number: _____

Country: _____

Contact: _____

Date of the Tour _____

Expected start time _____

Expected end time _____

License Plate (QUAD/BUGGY) _____

Security Deposit paid at the beginning of the Tour? _____ (Yes/No)

Vita Azores Representative

Customer