



N.B. In order to facilitate understanding of the contract, this is a translated version of the Italian Contract. The Italian version is the only one legally binding. In case of any discrepancy between the Italian version and the English one, the Italian version shall prevail, to all effects and purposes and in any court of law.

## RENTAL CONTRACT FOR RESIDENTIAL PURPOSES

(In accordance with article 2, paragraph 1 of law 431 issued on the 09/12/1998)

Between Mr/Mrs/Ms./Dr

A) ----- cod.fis..... born in ( ) on the dd/mm/yyyy, resident in----- ( ) Via.....

Hereafter to be known as the “party of the lessor”.

And Mr/Mrs/Ms./Dr

B) -----cod.fis..... born in ( ) on the dd/mm/yyyy, resident in----- ( ) Via.....

Hereafter to be known as the “party of the tenant”.

It is hereby agreed upon to enter into a rental contract for residential purposes relative to the property described here; situated in-----, Via----- floor-----apartment----- of m<sup>2</sup>-----, made up of #---- rooms as well as a kitchen and other amenities, independent/centralized heating, land registry-----,

Unfurnished/ furnished, as per the following list signed by the parties, to the following conditions:

### 1. Duration of the lease

The lease will have a duration of at least 4 (four) years effective from the-----and ending on the----- and it will be automatically renewed for the same time period except if the party of the lessor refuses to automatically renew the contract for reasons specified in article 3 of law #431/98. In the event of the refusal of renewal at the first expiration of the contract it must be communicated by way of a registered letter, and must be received by the party of the tenant at least 6 months before the expiry of the contract. At the second expiry of the contract, each of the parties has the right to begin the procedure to renew the contract with new terms or to waive the renewal of the contract, informing the other party of their clear intent by way of a registered letter at least 6 months before the expiry date. In the absence of a reply within 60 days of the communication or agreement, the contract is deemed to be expired on the date of termination. In the absence of the aforementioned communication of



intent to renew (under new conditions) the contract is implicitly renewed under the same previous conditions.

**2. Rental fees**

The rental fees have a fixed price of €----- for every year of the duration of the contract, payable by the party of the tenant in 12 monthly payments of €----- each, to begin with the first to be paid on the----- to the address of the lessor.

**3. Updating of the fees**

The rental fees as mentioned above will be updated yearly in an amount equal to 75% of the variant, as established by ISTAT, in the index of consumer prices for the families of workers and employees that occurred in the previous year. The updating of the fees will commence the month following after the request was delivered by way of a registered letter.

**4. Failure to fulfill payments**

The late payment of rental fees or other surcharges, excluding those provided for under article 5 and 55 of law 392/78, is grounds for termination relative to article 1455 of the Civil Code (C.C.)

**5. Early termination**

It is allowed to the party of the tenant to terminate the contract at any time, provided they give notice of at least ----- months. (max 6 months).

**6. Prohibition of subletting**

It is not permitted for the party of the tenant to sublet the property, nor to sell it in any way, also freely.

**7. Condition of the utilities**

The party of the lessor declares that all of the utilities and their relevant systems conform to the norms of the law.

**8. Condition of the property**

The party of the tenant declares that they have examined the rental property, to have found it suitable for the agreed upon use, that it is in a well maintained condition and free from damage, as described in the delivery report signed by the party, and that they are obliged to use the rental property with due care and diligence and not to carry out any modifications, additions or improvements either to the property or the utilities, without prior written consent of the party of the lessor. The rental property must be returned in the same condition in which it was handed over, making exception for wear and tear of use.

**9. Inspection of the property**

The party of the lessor can inspect or make an inspection of the rental property, giving prior written notice, within the boundaries set by local custom and tradition, taking into account the needs of the party of the tenant.



#### **10. Additional surcharges**

The additional surcharges described in article 9 of law #392/78 are borne entirely by the party of the tenant. The parties, insofar as they concern individual itemized items of each expense, accept the agreement 27/02/1976 stipulated between ASPPI, SUNIA and ANAI from Bologna and the successive modifications; the corresponding amount must be paid by the party of the tenant within 2 months of the request.

#### **11. Security deposit**

To guarantee the fulfillment of the assumed contractual obligations a security deposit of €--- ----- equal to -----monthly payments of the rental fee total shall be given to the party of the lessor, who shall issue a receipt for the amount upon the signing of this contract. The security deposit shall be returned at the end of the rental agreement, only after the handing over of the rental property and when all clauses of this contract have been fulfilled.

#### **12. Registration fees**

The party of the lessor is obliged to oversee the procedure of registering the contract and to communicate the details. The relative costs of this document; those pertaining to registration, as well as the relevant annual tax registration, are to be borne both by the party of the lessor and the party of the tenant in equal measure. The stamp duty fees for this contract and for all subsequent receipts, as well as the early termination fee are to be paid in full by the party of the tenant only.

#### **13. Authorization to share personal data**

Both of the parties give reciprocal authorization to share personal data with a third party relative to matters concerning the rental agreement (l. 31/12/1996, n675).

#### **14. Reference to other legislation**

For all matters not expressly mentioned in this document all the norms of current law, of the C.C., and of local use and custom are enforced.

Party of the lessor

Party of the tenant

The parties, pursuant to articles 1341 and 1342 of the C.C., and of joint agreement, after reading the norms contained in this contract, declare that they have expressly and knowingly approved of them, excluding none, making particular reference to points: 3) Updating of the fees; 5) Early termination; 6) Prohibition of subletting- the intended use of the premises; 10) distribution of auxiliary surcharges; 11) the security deposit; hereafter mutually rejecting all exceptions.

Party of the lessor

Party of the tenant

