



**Attachment E**

**HOUSING LEASE FOR UNIVERSITY STUDENTS**

**TYPE OF CONTRACT**

**(Law 9 dicembre 1998, n.431, article 5, paragraph 2)**

Mr/Mrs/Ms/ Dr/ Organization: hereafter to be known as the lessor (aided by/for (2)..... in the person of....) gives in lease to Mr/Mrs(1) to Mr and Mrs..... hereafter to be known as the tenant(s), nominated, mediator(s)(3) (aided by/for(2)..... in the person of.....), that do/don't accept, for themselves and their successors, the rental property located at:..... via..... number..... Floor..... Stair(entrance)....internal..... consisting of.....rooms, excluding the kitchen and utilities, and equipped with the following auxiliary elements (here indicated; loft, cellar, garage, communal parking or not, ecc: )..... Unfurnished/ furnished (4) as the separate list signed by the parties attests.

Property utilities readings: Property:....., heating;....., water;..... other;.....

Communication from article 8, 3<sup>rd</sup> paragraph of the law decree of 11 July 1992, number 333, converted into the law of the 8<sup>th</sup> August 1992 number 359.

a) Land registry identification of the rental property:.....

b) Fiscal code of the lessor:.....

Administrative documents and maintenance reports of the utilities:.....

Certificate of approved tests and energy certification:.....

The lease is regulated with the following stipulations:

**Article 1**

(Duration of the contract)

The contract is stipulated to last for .... months (5) from the ..... until the..... At the first expiration date the contract will be renewed automatically for the same length of time as before if the tenant does not give notice to the lessor at least 3 months before the expiry date of the contract.



## **Article 2**

(Temporary Nature)

Insofar as is relative to the land agreement stipulated in reference to Article 5 , paragraph 2 of law 431/98, between ..... filed on the..... in the Town Hall of....., the parties agree that the present lease is of a transitory (temporary) nature in as much as the tenant explicitly has need of a rental property for a time period not to exceed..... frequenting the study course of..... at the University of.....

## **Article 3**

(Rent fees)

The rent fee, according to that established by the agreement referred to in article 2 the price of €..... euros is agreed upon, of which the tenant is obliged to correspond to the address of the lessor either by means of bank transfer or ..... in ..... monthly installments of..... each, on the following dates:.....(4)

## **Article 4**

(Security deposit)

By way of security to guarantee the obligations assumed with the current contract the tenant will pay (will not pay) (4) to the lessor (who shall issue a receipt for the deposit with the signing of the contract) a sum of €....., equal to ..... monthly payments of the rental fees (6), which is not to be attributed to the rental account or statutory legal fees, the tenant is to be reminded of this deposit at the end of each and every lease period. The security deposit shall be returned at the end of the lease proper, after a thorough evaluation of the condition of the leased property and of the tenant's compliance to the terms of the contract.

Other forms of guarantee.....(4)

## **Article 5**

(Auxiliary costs)

For the auxiliary charges the parties make reference to the auxiliary charges list, attachment G, the Minister of infrastructure and transport combined with the minister of the economy and finance issued pursuant to article 4, paragraph 2, of law #431/98, and to this contract which constitutes attachment E.

The payment of the aforementioned auxiliary costs must be paid, into the balance, within sixty days of the request. Before making the payment, the tenant has the right to obtain an itemized list of the auxiliary costs and the distribution criteria. They also have the right to inspect- also with the relevant



governing body, the supporting documents relative to the expenses retained by the lessor (or held by his administrator, or the condominium administrator, where such exists). Together with the first rent payment of the annual rate, the tenant will hand over a payment on account which is not higher than that resulting from the final balance due to them in the previous year.

#### **Article 6**

(Registration and stamp duty fees)

The stamp duty fees for this contract and for all subsequent receipts are borne by the tenant. The lessor arranges for the registration of the contract, giving notice to the tenant. These correspond to a proportional share attributable to them, equal to one half.

The parties may delegate the registration of the contract to a relevant qualified institution or organization that has provided assistance for the purpose of entering into the self-same contract.

#### **Article 7**

(Payment, resolution and refusal)

The payment of the rental fees or anything else owed including auxiliary fees cannot be discontinued or delayed by claims or exceptions made by the tenant, whatever their intent. The failure to pay promptly, for whatever reason, even only one payment of the rent (as well as anything else due, involving an amount at least equal to one month's rent) the tenant is in arrears, except as provided by article 55 of law #392/78.

The sale of the leased property- in relation to first choice which is/ is not granted to the tenant- does not constitute grounds for termination of the contract.

#### **Article 8**

(Use)

The property must be destined exclusively to the residential use of the tenant. Except if otherwise agreed upon in writing, it is forbidden to sublet or to loan out the property, either in full or in part, under penalty of termination of the contract.

#### **Article 9**

(Cancellation by the tenant)

The tenant has the ability to cancel the contract for serious and grave reasons, giving notice of their intent by means of a registered letter at least three months before the expiry date. This ability is permitted also to one or more of the tenants in their capacity as signatories, and in this case, from the intervening month of the cancellation, the lease (and relevant fees) will remain in full force for the



other tenants, without exception, (the withdrawing tenant may do so only if in full accord with the other members of the household.)

#### **Article 10**

(Consignment of the property)

The tenant declares that they have visited the rental property, to have found it suitable for the agreed upon use and, with the consignment of the keys, from that moment on, to take custody for all intents and purposes of the aforementioned property. The tenant is obligated to return the property in the condition to which they received it, exception being made for the wear and tear of use, and to pay compensation for any damages. The tenant is also obligated to respect the Code of conduct of the building, if any, in such case to be obliged to receive the document with the signing of this contract, and as such are obliged to observe the resolutions of the condominium board. In any case the tenant is prohibited to commit disruptive acts or to behave in a manner which may disturb other residents of the building.

The parties acknowledge, in relation to the condition of the property, under article 1590 of the Civil code of the following: ..... or by the attached record of delivery. (4)

#### **Article 11**

(Modifications and damages)

The tenant may not carry out any changes, innovations, improvements or additions to the leased premises or to their destination, or to existing installations, without the prior consent of the lessor.

The tenant expressly exempts the lessor from every responsibility, for either direct or indirect damages, which may result from works carried out by the employees of the selfsame lessor as well as for interruptions of the utilities.

#### **Article 12**

(The condominium board)

The tenant has the right to vote, in the stead of the property owner who rented the property to them, in the deliberations of the condominium board in regards to the expenses and provision of heating and air conditioning. They also have the right to take part, without a vote, in the deliberations regarding modifications to other general utilities held in common.

As established in regards to heating and air conditioning applies also when it relates to the building in general and not for the individual condominium. In this case (and compliant with, in as far as it applies, the provisions of the Civil Code on condominium boards) the tenants come together in a special assembly, convened by the property owner or at least 3 tenants.



### **Article 13**

(Installations)

The tenant, in the event of there being installed on the building a centralized television antenna, is obliged to make use only of the aforementioned antenna, in the event of non-compliance the lessor is henceforth authorized to remove or demolish every individual antenna at the expense of the tenant who can make no claim for whatever reason, except those allowed under the law.

As regards the autonomous heating system, where present, the regulations of DPR #412/93 are applied, highlighting in particular the provision of article 11, paragraph 2, of the same DPR.

### **Article 14**

(Access rights)

The tenant must allow the lessor to access the property and to his appointed trustee, as well as their entrusted agents if they have a stated and reasonable need to do so.

In the event that the lessor intends to sell the leased property, the tenant must allow weekly visits to the property, to last for a minimum of 2 hours, with the exception of state holidays, or with the following arrangements:.....

### **Article 15**

(The conciliation commission)

The conciliation commission, of which is taken from article 6 of the decree of the Minister of infrastructure and transport combined with the minister of the economy and finance issued pursuant to article 4, paragraph 2, of law #431/98, is composed of a maximum of 3 members; 2 of which are chosen from amongst those belonging to the respective undersigned parties of the land agreement on the basis of the designations, respectively, of the lessor and tenant, and a third party, which will function in a presidential capacity- who will be elected by the choice made by the two parties designated above, if they consider it necessary to appoint him.

The request of the commission's intervention does not result in the suspension of contractual obligations.

### **Article 16**

(Various)

For all intents of this contract, including the notification of implemented acts, and to the ends of juridical jurisdiction, the tenant shall declare his status of domicile at the premises leased to him, and where they can no longer occupy or hold them, make it known to the secretary of the Town Hall under whose jurisdiction the aforementioned leased property is situated.



Whatever modification to this contract, if not made clear in writing, cannot be considered part of the contract and is unenforceable.

The lessor and the tenant are reciprocally authorized to inform third parties of their personal data relative to matters concerning the rental contract (law# 675/96)

For matters not covered by this contract the parties shall refer to the pertinent articles of the Civil Code, of law #392/78 and #431/98 or to the regulations currently in force and to local custom, as well as the ministerial regulations issued in accordance with law #431/98 and agreements referred to in articles 2 and 3.

Other terms:

Read, approved and signed

.....

The lessor

The tenant

Being mindful of article 1342, second paragraph, of the Civil Code, the parties specifically approve the concordance of articles 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16 of this contract.

The lessor

The tenant

#### Notes:

1. For the physical person the following is necessary: Name and surname, place and date of birth. Address and fiscal code. For the juridical persons, indicate: corporate name, head office address, fiscal code, Partita IVA, Court registration number, as well as name, surname, place and date of birth of the legal representative.
2. The assistance is optional.
3. Identifying document; type of document and details. The relative data will be mentioned in the report to be presented to the P.S. authority, on the lessors part, pursuant to article 12 of the law decree 21 March 1978, #59, converted into law 18 May 1978 #191. In the event that the tenant is a non-EU citizen the P.S. authority must be notified, pursuant to article 7 of the legislative decree #286/98.
4. Delete as applicable.
5. The minimum duration is 6 months, the maximum is 36 months.
6. A maximum of 3 monthly payments.