

RENT CONTRACT FOR RESIDENTIAL USE

BETWEEN:

Mr / Mrs (Landlord Name) born on (Landlord Date of Birth), in (Landlord Place of Birth), C.F. (Codice Fiscale of Landlord), resident in (Landlord Residence Address) hereinafter referred to as the *Landlord*,

AND:

Mr/Mrs (Tenant Name), born on (Tenant Date of Birth) in (Tenant Place of Birth), C.F. (Codice Fiscale of Tenant) hereinafter referred to as the *Tenant*.

THE FOLLOWING PROVISIONS ARE AGREED:

1. DESCRIPTION OF THE REAL ESTATE UNIT. The Landlord leases to the Tenant, who accepts, in its present shape, the apartment located in (Apartment Address and Floor), completely furnished, identified at the Italian land register at foglio____, mapp____, sub____.

2. CONDITIONS OF THE UNIT. The tenant declares to have seen the unit subject to the present contract and to have found it fit for the agreed use and in good state of maintenance, recognizing that it is exempt from defects which would diminish its fitness of use or would pose a health hazard to its tenants.

The tenant obliges themselves to leave the unit at the end of the contract in the same state in which they found it and to carry out all maintenance works necessary to such an end. The unit shall be left, at the end of the lease, free from personal belongings, with complete furniture as in the state originally found. At the delivery of the keys, the parties shall subscribe to a delivery protocol to certify any preexisting damages in the unit. The re-delivery of the keys by the tenant, at the end of the lease, shall free them of contractual obligations based on a corresponding protocol for the re-delivery. The tenant agrees not to carry out any modification to the unit or the installations therein without the previous written consent of the landlord. Any improvements or additions carried out by the tenant, even if authorized, will remain to the favor of the landlord at the end of the lease. The landlord reserves the right to ask for the unit to be brought to its initial state at the end of the lease by the tenant if changes were made by the tenant.

3. DESTINATION OF REAL ESTATE UNIT. The Tenant declares that the real estate unit subject to the lease shall be dedicated exclusively to his residential purposes or to his family members living with him. The tenant is explicitly forbidden from, even if temporarily or partial, modifying the agreed use of the unit, subleasing the unit, granting free use of the unit, granting prolonged accommodation to _____ third _____ parties.

4. DURATION OF THE LEASE. The duration of the Lease is set, as per comma 1 of art 2 of the law 431 of 1998, in _____, that is starting from _____, and expiring on _____. The tenant is free to recede from the contract with an advance notice of at least _____ months, to be communicated by registered mail.

5. RENT CHARGES. The monthly rent price is freely and by mutual accord set in the sum of €_____ (amount), plus the sum of €_____ (amount) for condominium expenses. Utilities are not included, and to be covered by the tenant. Eventual transaction/conversion fees are to be paid by the tenant.

Commentato [1]:

Details verified by Renting Italy SRL and matched with the corresponding data in the land register.

Commentato [2]:

2. Details verified by Renting Italy SRL and matched with the corresponding data in the land register.

Commentato [3]:

You have to leave the apartment in the same state in which you receive it on the first day of your lease. Apartments in Italy have to be left cleaned by the tenants at the end of their stay, and have to be left free of your personal belongings and without damages.

Commentato [4]:

If you would like to make any big changes to the apartment, eg. repaint the walls another color or change the kitchen, you have to ask your landlord for written permission, however the landlord may request that you return the apartment to its original state at the end of the lease. You may feel free to put up pictures on the walls, decorate your apartment, or put additional furniture inside it, always considering that the apartment must be returned in the same state as it was received.

Commentato [5]:

You cannot rent out your apartment or sub-lease-it (with Airbnb/similar platforms, or to some friends) You may of course host guests and visitors at your apartment for some days. If any people will be moving into the apartment permanently with you, you need to ask the landlord's permission as the contract needs to be updated

Commentato [6]:

Three types of rent contracts exist in Italy: -the transitory rent contract most commonly used for student stays, with a fixed duration, for periods between 1 month and 18 months. This contract is used for short term rentals for determined periods. -the '4+4' contract, which is a long term rent contract. It has a rent duration of 4 years, with automatic renewal for another 4 years; but it does not oblige you to keep renting the apartment for the full 4 years, you often have a lock period of minimum stay of 12 months, and then a cancellation period of 3 months (sometimes 6 months). -the '6+6' contract, which works just as (... [1])

Commentato [7]:

You may cancel your rent contract in accordance to minimum duration of stay and cancellation notice period (if present) if you no longer wish to keep renting the apartment. Cancellation letters in Italy must be sent via registered mail ('lettera raccomandata A.R.') to the permanent residence address of the landlord. It's (... [2])

Commentato [8]:

Condominium expenses are building charges, which cover administration expenses, water expenses, taxes, and charges related to any additional building services the apartment may have, such as a doorman, centralized heating, video surveillance, etc.

Commentato [9]:

Expenses for electricity and gas are generally not included in rent prices in Italy. Please check your contract to see exactly how you will be paying for electricity and gas.

6. ARREARS. The missing total or partial payment, even of merely a single installment of the rent or condominium expenses, or the security deposit, within twenty days of the agreed payment dates, constitutes grounds for the resolution of the contract by the landlord.

7. DELIVERY. The delivery of the property is contingent upon the payment of the first rental installment as well as the security deposit and will only take place after the receipt of the payment has been verified.

8. SECURITY DEPOSIT. As a guarantee for the obligations assumed with the present contract, the tenant has transferred to the landlord, at the moment of the signature of the present contract, the amount of € (amount) which may not be used to cover missing rent charges or condominium expenses, which shall be returned to the tenant after the verification of the state of the real estate unit and the fulfillment of all contractual obligations and laws in place, at the end of the lease, to allow the landlord to verify that all condominium expenses have been settled and potential damages counted.

9. MAINTENANCE AND REPAIRS OF THE LEASED UNIT. The ordinary repairs and ordinary maintenance shall be covered by the tenant, while extraordinary maintenance shall be covered by the landlord. The tenant shall be the custodian of the leased unit and shall maintain it with due diligence. The tenant is directly responsible towards the landlord and third parties for damages caused by his fault, also per art. 2049 of the Civil Code, from leaks of water or exhumers of gas, from missing maintenance or repairs to be performed by the tenant or by any other act of negligence or abuse in the use of the unit. In case the tenant does not execute necessary works in due time, the landlord may execute them, and any costs sustained will have to be reimbursed to the landlord within 30 days of the execution, otherwise the landlord may reimburse himself any such amounts from the security deposit, which the tenant shall immediately reimburse to its full amount, under penalty of the resolution of the contract as per point 8. The landlord is released from any responsibility from any damages resulting from the unfulfillment of this clause towards the unit, the installations therein, the tenant, or third parties. Whenever the leased unit shall be in need of repairs which are not to be covered by the tenant, the tenant shall give written notice to the landlord immediately. The tenant will have to allow, upon previous notice, the access to the unit, to the landlord, the administrator of the building, or persons delegated by them. The landlord may carry out works, repairs, or additions, both to the interior and exterior of the unit, and the installations therein, without a possibility for obstructing, delaying, or objecting them by the tenant, waiving as such the art. 1584 of the civil code.

10. REGULATIONS OF THE BUILDING. The tenant obliges himself to respect and see that his guests respect building regulations, and not to carry out acts which may disturb the hygiene, security, peacefulness, morality or decor of the building. Breaches of these provisions or the norms cited herein, if protested to the tenant at least twice, determine the resolution ipso jure of the contract at the fault and expenses of the tenant, as per art 1456 of Civil Code.

11. VISITS OF THE UNIT. The landlord reserves himself the right to visit the leased unit, also via delegated persons, with an advance notice of 48 hours, also during the course of the lease, to assess the state and conservation of the unit. From the first day of the last three months of the lease or in case the landlord decides to sell the unit, the tenant obliges himself to allow the visit of the unit upon appointment, under penalty of damages. In case the tenant refuses to make an appointment, the landlord reserves himself the right to visit anyways, also via delegated persons, giving an advance notice of 48 hours.

Commentato [10]:

You are obligated to pay rent on time and in full (no banking charges on the owner). If you do not pay the rent on time, your landlord has the right but not the obligation to declare the contract resolved, and force you to vacate the apartment at your expense.

Commentato [11]:

Commission, Security Deposit and First Rent must be received by Renting Italy and The Owner respectively in order to received the key of the apartment.

Commentato [12]:

The standard security amount is 3 the equivalent of 3 months of rent, returned after the rental end date net of potential damages to the unit.

Commentato [13]:

Ordinary maintenance, by Italian law, are small repairs that do not affect the functioning of the apartment, such as replacing burnt out light bulbs or shattered plates. This also includes the maintenance and preservation of the appliances suc as washing machine, dishwasher, AC's, boilers and shower cabin.

Commentato [14]:

You are asked to respect your neighbors in accordance to the building rules if present, otherwise in accordance to the law. If you receive justified complaints of improper behavior by the building administration, such as continued very loud noise at night, more than twice via registered mail, then the landlord has the right but not the obligation to resolve the rent contract, forcing you to vacate the apartment at your expense.

Commentato [15]:

Any visit to the apartment not by you will be communicated to you with 48h notice period. In general landlords will not visit apartments unless the is a reason to do so. Renting Italy will visit the apartment only for future rentals or sales of the apartment, subject to making a communication to you first.

12. RELEASE FROM RESPONSIBILITY. The Tenant expressly exempts the Landlord from any liability for theft and direct or indirect damages that may occur to them or third parties visiting the premises, caused by intentional or negligent acts or omissions of other residents, tenants of the building, or third parties in general, as well as damages resulting from break-ins, breakages, or tampering due to attempted or actual theft. Similarly, the Landlord is exempted from liability for any scarcity of water, gas, or electricity and for the failure to provide any service not attributable to the Landlord, including heating, air conditioning, and hot water. If, during the lease, the property or part of it is declared uninhabitable or unsuitable for its contractual use, the Landlord, even for the purposes of any subsequent termination of the contract, shall only be required to return the advance rent proportionate to the period of non-use, excluding any other compensation or damages, even in the event specified in the second paragraph of Article 1578 of the Civil Code.

13. ELECTION OF DOMICILE. To all the effects of the current contract, including the communication of executive acts and to the ends of judiciary competence, the tenant elects his domicile in the leased unit for the entire length of the contract.

14. AUTHORIZATION FOR THE COMMUNICATION OF DATA. The tenant and the landlord explicitly authorize one another to communicate to the administrator of the building or other third parties for the obligations arising out of the contractual rapport or otherwise connected thereto, as per the provisions of the legislative decree 196/2003.

15. RESOLUTION. The parties explicitly recognize that the articles 2, 3, 7, 10, 12, 14, are of essential character. In case of violation of one of the clauses reported above or in case of disrespect of the provisions of the law, the present contract shall be ipso jure resolved t fault of the unfulfilling party, without need of any formality or communication by registered mail as per art 1456 of the Civil Code, reserving the right of the fulfilling party to ask for reimbursement of damages or expenses sustained. Any tolerance of the fulfilling party toward the unfulfilling party, also if stretched over in time, does not constitute in any way the renouncement of the fulfilling party of the right to the resolution of the contract.

16. COMPETENT AUTHORITY. For any dispute which may arise during the execution, interpretation, or resolution of the present contract, the only and exclusive competent authority shall be the one of the domicile of the landlord, which is understood as Italy. For what is not explicitly provided by the present contract, the parties make reference to the laws 431/1998, 392/1978, and to the Civil Code. The cited norms are understood as taking place unless they contrast with the specific provisions of the present contract.

Italy

Signatures

Commentato [16]:

Your landlord is not responsible for events that happen as a result of the actions of third parties; such as a power outage that happens due to a power line fault, which is the fault of the local energy provider. Your landlord will however be responsible for events that are imputable to them, so eg. if your landlord forgets to pay a utility bill and your power is cut due to that, then the landlord is fully responsible.

Commentato [17]:

Your Italian domicile, as in the address of your place of living in Italy, will be at the leased apartment; so that if someone wanted to send you a letter or communicate with you, you may be expected to be found at this address.

Commentato [18]:

You and the landlord may communicate each other's personal data to third parties for official duties that concern the lease; such as the registration of the rent contract with the fiscal agency in Italy, or your permit of stay process, if applicable.

Commentato [19]:

If you do not respect the rent contract or property law, then the landlord may ask for it to be resolved, forcing you to vacate the apartment. Likewise, if the landlord does not respect the rent contract or property law, you may ask for the contract to be resolved, releasing you from its obligations.

Commentato [20]:

In case you and the landlord have a serious dispute during the course of the contract, the courts of Italy will hold authority in it. Renting Italy likewise will assist both you and the landlord in any matters during the entire course of your lease.