

# PROPERTY LEASE AGREEMENT

## FOR TOURIST USE

With this legally binding private deed, Mr MARCO FABIO PIERINI born in Milan on April 29, 1961 and resident at Via Fiori Chiari n. 26, 20121 Milan – tax code PRN MCF 61D29 F205B and Mrs MARIALUISA PIERINI born in Milan on September 7, 1964 and resident at Via Marradi n. 1, 20123 Milan - tax code PRN MLS 64P47 F205K (hereinafter LESSOR)

## GRANTS IN LEASE

TO (NAME AND SURNAME) ....., born in ..... on ....., resident in (CITY – COUNTRY) ....., address ....., identity card / passport no. ...., citizenship ..... (hereinafter LESSEE)

## WHO ACCEPTS

the property located in Castelveccana (Varese) –Via Cesare Battisti n. 6 - Caldè, Lake Maggiore, consisting of a two storey villa sleeping 12, enclosed in a large garden and equipped with swimming pool (12 m x 5 m), garden furniture, bathroom / shower in the pool area, and barbecue. LESSEE acknowledges the property has architectural barriers. The Parties agree that the contract will be regulated by the following

## TERMS AND CONDITIONS

### ARTICLE 1 - OBJECT OF THE CONTRACT

With this contract LESSOR grants in lease and LESSEE remotely rents by electronic means the property subject to the lease and specified on the website <http://www.baganimmobiliare.it/>. The property lease (Villa Ortensia) must be strictly limited to tourist use only; all other activities such as (by way of example and not mandatory) organization of events, films, etc. are strictly excluded. Anyone, without authorization, uses for any commercial or promotional purposes any reproduction, even partial, of the image of the villa or its architectural structures will be prosecuted according to the law as any form of reproduction is forbidden (graphic, photographic, cinematographic, etc.). For the purposes of this contract the abovementioned real estate is viewable on the website <http://www.baganimmobiliare.it/>.

### ARTICLE 2 – PROCEDURE FOR ENTERING INTO CONTRACT

The leasing contract between LESSOR and LESSEE shall be concluded exclusively through the Internet, by access on the part of LESSEE to the website <http://www.baganimmobiliare.it/> under the section Holidays, LAGO MAGGIORE – Castelveccana – Caldè, where, following the procedures indicated, LESSEE will find the necessary information for booking and will formalize the reservation for the lease of the premises indicated above by e-mail correspondence.

### ARTICLE 3 – RESERVATION AND CONCLUSION OF CONTRACT

The reservation will be made by e-mail to [info@baganimmobiliare.it](mailto:info@baganimmobiliare.it) and to [marella@baganimmobiliare.it](mailto:marella@baganimmobiliare.it), and will contain the details and e-mail address of LESSEE and the rental period (weeks) chosen. LESSOR will send to LESSEE an e-mail which will be considered a contract proposal, at the address indicated by the latter, summarizing the reservation and specifying the amount of rent to be paid, as well as the amount for the relative utilities, the terms and method of payment (bank transfer) and details of LESSEE's right of withdrawal, attaching this lease agreement to the e-mail.

As confirmation of the booking and acceptance of the contract proposal LESSEE shall pay 50% of the rental amount payable as a commitment deposit, by bank transfer, within 48 hours after making the reservation online.

Within the same period LESSEE shall transmit, in token of acceptance, a copy of this leasing contract compiled with the missing personal data and the signatures of acceptance (two signatures at the end of the contract under 'LESSEE') by e-mail to [info@baganimmobiliare.it](mailto:info@baganimmobiliare.it) and to [marella@baganimmobiliare.it](mailto:marella@baganimmobiliare.it), together with a copy of a valid identification document (ID card or passport) and proof of the payment made.

If LESSEE does not transmit to LESSOR a completed and signed copy of this contract within three (3) days after the online reservation is made, said reservation shall be considered void and any sum paid by LESSEE by way of deposit will be returned.

Within 30 days prior to the arrival (check-in) date LESSEE must pay the balance of the rent due by bank transfer.

LESSEE shall promptly transmit to LESSOR suitable proof of payment by e-mail at the address [info@baganimmobiliare.it](mailto:info@baganimmobiliare.it).

All payments must be made by bank transfer .....

The agreed rent must be understood net of any expenses for bank transfers (including third-party banks operating as intermediaries); as a consequence, the Lessee is required to integrate such expenses until the agreed rent is reached.

#### **ARTICLE 4 – DURATION**

The duration of the property lease for tourist purposes is from the day ..... (check-in) till the day ..... (check-out).

In particular, the lease is established for the weeks specified by LESSEE in the reservation e-mail sent to LESSOR at [info@baganimmobiliare.it](mailto:info@baganimmobiliare.it) and referred to in art. 3, paragraph 1 above, after which time it will automatically terminate.

#### **ARTICLE 5 – RENT**

The rent is established on a weekly basis. The weekly rent is specified on the website <http://www.baganimmobiliare.it/> in the section Holidays, LAGO MAGGIORE – Castelveccana – Caldè, weekly rates, which represents the offer to the public in accordance with art. 1336 of the Italian Civil Code. Prices shown are valid for the current season.

The fee agreed for the period indicated above is € ..... (Euro fourthousandsevenhundredfifty,00), fee that does not include utility costs (electricity 0,635 per kw, gas 1,681 per m<sup>3</sup> and water 1,145 per m<sup>3</sup> - also indicated on the website <http://www.baganimmobiliare.it/> in the section Holidays, LAGO MAGGIORE – Castelveccana – Caldè, Weekly Rates).

If Villa Ortensia is rented in periods in which it is necessary to pre-heat the premises, it is requested to this end € 100,00 (Euro onehundred/00) to be added to the rental fee, as well as for the heated pool will be required the amount of € 100,00 (Euro onehundred/00).

Pets are allowed on request, the security deposit will be integrated for the amount of € 500,00 in cash (Euro fivehundred/00).

#### **ARTICLE 6 – WITHDRAWAL BY LESSEE**

LESSEE may withdraw from the lease, without penalty and without justification, within 30 days prior to the check-in date. In this case, the amount paid by LESSEE as a commitment deposit will be refunded, net of any bank transfer charges.

If the right of withdrawal is exercised in the period between 29 and 15 days prior to the check-in date a penalty corresponding to 50% of the rental fee will be applied.

If the right of withdrawal is exercised after 15 days prior to the check-in date the full rental fee will be charged and LESSEE will not have the right to reimbursement.

Should LESSEE decide to exercise the right of withdrawal LESSOR must be notified by e-mail to [info@baganimmobiliare.it](mailto:info@baganimmobiliare.it).

#### **ARTICLE 7 - SECURITY DEPOSIT**

LESSEE, at the time of taking possession of the property under the lease and the relative handing over of the keys, shall pay in cash to LESSOR the amount established as security deposit which is € 1.000,00 (Euro onethousand,00).

The amount to be paid as security deposit, which varies depending on the duration of the lease, is indicated on the website <http://www.baganimmobiliare.it/> in the section Holidays, LAGO MAGGIORE – Castelveccana – Caldè, Weekly Rates.

The amount paid as security deposit will be returned to LESSEE at the end of the lease, once the condition of the house and furnishings has been checked.

In the event of any damage to the property and/or furnishings, LESSOR may withhold the security deposit for a period of 7 working days for the purposes of quantifying the damage.

In any case, from the sum paid as security deposit LESSOR will withhold the amounts due for utilities (also indicated on the website <http://www.baganimmobiliare.it/> in the section Holidays, LAGO MAGGIORE – Castelveccana – Caldè, Weekly Rates).

Should the Lessor were to make bank transfers in favor of the Lessee (eg postponed repayment of the security deposit because of damages, etc.), all the bank expenses will be charged to the Lessee.

#### **ARTICLE 8 – LIMITS OF LIABILITY**

LESSOR shall not be held liable to LESSEE, except in cases of willful misconduct or gross negligence, for any outages or malfunctions relating to the use of the Internet that are beyond LESSOR's control.

LESSOR shall not be held liable for any fraudulent or illegal use that may be made by third parties of credit cards, checks and other means of payment for the payment of the amount due as a rent and expenses.

#### **ARTICLE 9 – USE OF THE SWIMMING POOL**

LESSOR shall not be held liable or called to account for any damages which may occur to goods or persons during the use of the swimming pool.

#### **ARTICLE 10 – GUARANTEES**

LESSEE expressly releases LESSOR from all liability for any direct or indirect damages suffered by LESSEE or by third parties within the property which are not a consequence of acts or omissions on the part of LESSOR, as well as for damages resulting from the inculpable disruption of services.

LESSEE is obliged to promptly report to LESSOR any malfunction relating to the plumbing, electrical or gas systems.

LESSOR shall verify and repair, if necessary, the abovementioned malfunctions at her own expense and in the shortest possible time.

#### **ARTICLE 11 – OBLIGATIONS OF THE LESSOR**

The keys of the leased property shall be handed over to LESSEE on the premises by a person appointed by LESSOR from 4.00 pm of the first day of the lease and returned to the person appointed by LESSOR by 10.00 am on the last day of the lease, after checking the condition of the leased property.

#### **ARTICLE 12 – OBLIGATIONS OF THE LESSEE**

It is strictly prohibited for LESSEE to indulge in actions and behavior that may disturb the neighbours.

LESSEE may not make any changes, innovations, improvements or additions to the premises and their use or to the existing installations.

#### **ARTICLE 13 – PRIVACY AND HANDLING OF DATA**

LESSOR shall protect the privacy of LESSEE and guarantees that all data shall be handled in accordance with the privacy policy established in Legislative Decree no. 196 of 30 June 2003.

LESSOR undertakes to treat as confidential all data and information conveyed by LESSEE and to not disclose said data to unauthorised persons or use them for purposes other than those for which they were collected.

#### **ARTICLE 14 – CONTRACT FILING METHOD**

LESSOR hereby informs LESSEE that all confirmed reservations are stored in digital form on LESSOR's server in accordance with privacy and security policies.

**ARTICLE 15 – PLACE OF JURISDICTION**

For any dispute concerning the execution of this contract the exclusive place of jurisdiction shall be the Court of Varese, being the area where the leased property is situated.

**ARTICLE 16 – APPLICABLE LAW AND REFERENCE**

This contract is governed by Italian law.

For all matters not expressly provided for and regulated in this contract the parties shall refer to the provisions and regulations of the Italian Civil Code, the sector regulations and local practices.

**ARTICLE 17 – COMMUNICATIONS**

Communications written directly to LESSOR will be considered valid only if sent to the following e-mail address: info@baganimmobiliare.it.

In the reservation e-mail referred to in art. 3, paragraph 1 above LESSEE shall specify place of residence or domicile, mobile phone number and the e-mail address to which communications will be sent by LESSOR.

**ARTICLE 18 – PENALTY**

Should the LESSOR provide for the disposal of the LESSEE's personal effects (such as, by way of example and without limitation, clothes, toiletries, foodstuffs left in the refrigerator, garbage, etc.), the LESSEE will be charged the amount of € 50,00 (Euro fifty/00), amount that will be withheld from the security deposit.

**ARTICLE 19 – CLOSING PROVISION**

Any changes to this contract shall not be valid, and cannot be proven, except by written deed.

\_\_\_\_\_, \_\_\_\_\_  
LESSOR LESSSEE  
\_\_\_\_\_  
\_\_\_\_\_

After careful reading, the following clauses, pursuant to and by effect of artt. 1341 and 1342 of the Italian Civil Code, are expressly approved: articles 3, 6, 7, 8, 9, 10, 16 and 18.

\_\_\_\_\_, \_\_\_\_\_  
LESSOR LESSSEE  
\_\_\_\_\_  
\_\_\_\_\_

N.B. A copy of this contract, complete with the missing personal details and signatures, must be sent by e mail to LESSOR in accordance with the terms and conditions specified in art. 3.