

SHORT TERM RENTAL CONTRACT - DRAFT

BETWEEN,

Mr, Roberto Biasutti, born 21-Jan-1963 in Vevey (Switzerland), living in via Galileo Galilei, Frascati (Rome) - Italy
Mobile phone:
Email: villa.da.matilde@gmail.com

hereafter «the Advertiser»

AND

Mr/Mrs
Phone: +
Mobile Phone: +
Email:

hereafter « the Tenant »

1. RENTAL OBJECT

The parties declare that this rental does not have as subject a main residence or a mixed use one (professional and private).

The property related to this contract is rented furnished on a seasonal basis.

2. RENTAL DETAILS

2.1. The advertiser lets the following property (rental object) to the Tenant:

Via Vallesanta 31
Levanto
La Spezia
Italy

- 2.2. Date of construction: 1967
- 2.3. Date of property renovation: 2012 - 2013
- 2.4. Announcement ID: Homelidays #579556
- 2.5. A more precise description of the property is attached in Annex A.
- 2.6. The rental property is a non-smoking property

3. RENTAL PERIOD, ARRIVAL and DEPARTURE

The rental property is let to the Tenant from the _____ from **17:00** to **20:00** o'clock to _____ at ____ o'clock, for a maximum duration of _____ days, not extendable.

The Tenant commits to free the property on the _____ at **09:00** o'clock, handing back manually the keys to the Advertiser.

The Tenant shall warn, at least 48 hours before, the Advertiser in case of foreseen change of arrival time.

On arrival the Advertiser will hand over to the Tenant the keys, together with the instructions for the property.

Note: Before departure, please be sure to do the following:

- Take out all trash to the dumpster.
- Strip the beds and place all dirty linens into the provided bag.
- Empty the refrigerator.
- Empty the dishwasher.
- Sweep the floors.
- Clean the kitchen (in particular the microwave and the cook top)
- Lock all doors and close all windows.

4. RENTAL PRICE and PAYMENTS

The rental price is _____ (_____) EUR for the duration of the rental period, excluding the cost of the final cleaning and laundry provision of _____ EUR, therefore totalling _____ EUR. In the cost are included:

- Electricity,
- Water,
- Television
- Wi-Fi.

Bank coordinates of the Advertiser:

Recipient :

Bank:

IBAN :

BIC :

The Advertiser will provide to the Tenant receipts for his payments.

5. RESERVATION

In order to reserve the property, the Tenant shall send back this contract initialled on each page and signed (it is possible to send a digital version via e-mail in pdf format, and give the paper copy at the arrival), and make a bank transfer of _____ EURO (_____) as advanced payment (see paragraph 6). The bank transfer shall be done to the bank coordinates provided at point 4.

6. ADVANCED PAYMENT

The Tenant shall pay the **30 %** of the total price as advanced payment (and as reservation confirmation), as described in paragraph 5. In case of cancellation by the Tenant, this amount will not be refunded.

7. PAYMENT

The balance indicated at paragraph 4, after removal of the advanced payment, shall be paid by the Tenant at the latest when entering in the property.

The Tenant will pay the balance cash.

8. WARRANTY DEPOSIT

The Tenant will provide to the Advertiser **500 (five hundred)** EURO as warranty deposit entering in the property. This warranty deposit is foreseen to cover the damages and/or the degradation of the property, the furniture and the objects present in the property caused by the Tenant, as well as the loss of the keys or of the objects.

The warranty deposit is not due if the Tenant has made **an insurance** (see paragraph 16)

The warranty deposit will be sent back to the Tenant within a month from the leaving (normally at the leaving itself), subtracting the eventual money needed for the repairs / substitutions.

The warranty deposit can be made through a cheque to the Advertiser.

9. TRANSFER and SUBLET

This rental contract is valid only for the Tenant identified at the beginning of this contract.

Any assignment of this lease, any total or partial sub-let, any - even free - use, is strictly prohibited. Tenant cannot provide access/use to the premises, even for free or by loan, to a third party.

10. PROPERTY CONDITIONS AND INVENTORY

A statement of the property condition and an inventory of the items will be delivered to the Tenant at the arrival.

The Tenant shall check with the Advertiser (or its representative) the accuracy of the documents and sign them. The Tenant has 48 hours to raise any discrepancy

Each party will retain a signed copy.

11. ADVERTISER DECLARATION

The Advertiser declares to be the owner of the property and to have the full availability of it for the time defined paragraph 3.

The Advertiser will provide receipt for all payments performed by the Tenant.

12. LIABILITY AND RESPONSABILITIES OF THE TENANT

- The rental property including the furniture and the other contents are to be treated with care. The Tenant is held responsible also for the actions of other people within the house. The tenant is liable for all damaged goods, damage to the property or anything else related to the property, whether caused by themselves or their accompanying guests
- If some objects described in the inventory are broken, damaged or removed, the Advertiser can ask the corresponding money for their replacement.
- The Advertiser is not liable in case of theft in the property.
- The Tenant shall respect the maximum number of people allowed to stay in the property (8 people).
- The Tenant shall allow the Advertiser, or delegated person, to visit the property during the stay, if requested.
- The Tenant is required to immediately notify the Advertiser in the event of breakages/damage detected at the time of taking possession of the property and/or detected / caused during the stay.
- The Tenant must provide the IDs of all people at arrival (for Police check)

13. RULES OF CONDUCT

The Tenant undertakes to:

- Not leave the faucets open (to prevent sudden emptying of tanks and damage of autoclaves);
- Keep the walls and mattress clean;
- Not put in the WC anything that can obstruct the exhaust pipes, avoiding clogging and damages;
- Keep and leave the property in decent hygienic conditions, especially in the kitchen and bathrooms;
- Not disturb the neighbours with noise;
- Not step on the flower beds;
- Not place on the lawn waste of any kind, (cigarettes, chewing gum, cards, etc.) or to leave garden chairs and various tools out of place;
- Put in place all accessories of the house (plates, glasses, pans, chairs, tables etc.) used during the stay;
- Not move the furniture.

The Tenant may be expelled if during his stay they keep a conduct contrary to the elementary rules of civic education.

The immediate expulsion will result in the loss by the Tenant of the already paid amounts, without prejudice to any other claims for damages.

14. USE OF THE WI - FI NETWORK

Rules for good use of the Wi-Fi network

Through your wireless connection you will use the internet access of Villa Matilde.

The following provisions apply to the Tenant:

- The Tenant is solely responsible for any direct or indirect, material or immaterial, damage caused to third parties as a result of his/her personal use of the service.
- The Tenant is solely responsible for the use of his /her access codes and of the device(s), whether personal or not, used for automatic or manual authentication.
- The Tenant acknowledges having been informed that the integrity, authentication and confidentiality of information, files and data of any kind he/she wishes to exchange on the internet cannot be fully guaranteed on this network.
- The Tenant must not transmit via the internet messages which he/she wishes to remain fully private.
- The Tenant undertakes not to use the service for unlawful, prohibited or illegal purposes.

The Tenant must comply with all applicable laws, including those governing:

- personal privacy;
- copyright and intellectual and industrial property, in particular in connection with multimedia creations, software, text, newspaper articles, photos, sound, images of any kind, trademarks, patents and designs, on the understanding that no references to rights existing in respect of such items and/or data and/or files may be deleted and that reproduction of a work or of one of such items and/or data and or/files without the right holder's consent constitutes counterfeiting;
- the automatic processing of personal data, as defined in the laws in force in this area (in accordance with Regulation (EC) No 45/2001 of the European Parliament and the Council of 18 December 2000 on the processing of personal data);
- compliance with public policy rules governing the content of information that may be posted on the internet and could undermine the integrity of, or offend, network users by causing them to access provocative messages, images or texts;
- the confidentiality of correspondence, and those banning the interception of telecommunications.

The Tenant hereby undertakes, when using the Wi-Fi service:

- not to defame, harass, stalk or threaten anyone, or violate anyone's rights;
- not to create a false identity;
- not to attempt to gain unauthorised access to services and/or to data;
- not to send unsolicited emails or engage in spamming;
- not to send emails with content that is offensive, defamatory, obscene, indecent or unlawful or which infringes any rights, including human rights and children's rights;
- to ensure that they have a licence for any software they use;
- not to transmit viruses, Trojan horses, logic bombs or other programs which have a harmful or

- destructive effect on third parties and/or other users;
- not to attempt to gain unauthorised access to automatic data processing systems or to retain such access;
- not to disrupt the services and/or content and/or data that they access;
- not to send chain letters or engage in snowball or pyramid selling;
- not to send advertisements, promotional messages or other forms of unwanted or non-professional communications to other users;

15. CANCELLATION

The signature of the contract binds the 2 parties. No cancellation is possible without a written agreement between the parties. If the Tenant cancels the booking he remains liable for the total amount of the rent.

16. INSURANCE

[The Tenant has contracted an insurance to guard against the rental risks (water damage, fire...) during its reservation on Homelidays.com website with the company [_____]. A copy of the insurance policy may be requested by the Advertiser at the arrival.

17. CONTRACT TERMINATION

In case of breach by the Tenant of any of the contractual obligations, the rent will be terminated. Such termination will take effect after a period of 48 hours after a simple communication by a recorded delivery or by a letter delivered by hand.

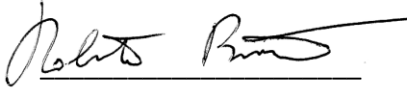
18. CONTRACT CLAUSE

For the execution of the present contract, the Advertiser and the Tenant make election of domicile in their respective homes. However, in case of dispute, the Court of La Spezia shall have sole jurisdiction. This agreement and its sequels are subject to Italian law.

* *
*

"Read and approved"

Roberto Biasutti



Le Advertiser

Date:

Le Tenant

Date:

ANNEX A
PROPERTY DESCRIPTION

Description :

Type: Independent Villa
House total surface: 90 m²
Terrain: ~1500 m²
Main room: Living room
Second room: Bedroom, king size bed
Third room: Bedroom, 2 single beds
Forth room: Bedroom, 2 single beds
Bathrooms: 2 bathrooms, one with bathtub and one with shower
Windows: Aluminium with double glasses, thermic cut, electric blinds
Front door: Reinforced door
Terrace: 300 m²
Garage: 28 m²
Parking: Private road

Site :

Exposition and view: South, sea view
Distance from the sea: 500 m
Distance from downtown: 1 Km
Distance from shops: 1 Km
Distance for nearest beach: 500 m
Distance from rail station: 1,3 Km

Equipment:

Water: Running water, hot water
Gas: No
Internet: Wireless 7Mbs
Television: 32'' full HD Samsung
Satellite TV: No

Internal Equipment:

Kitchen: Furniture (6 wall elements, 5 floor elements with 2 large tops)
Induction top
Microwave / grill oven
Fridge with freezer (280 l)
Coffee maker

Dish Washer
Toaster
Kettle
Dishes, glasses, pots, etc...

Bathrooms :

Bathtub
Shower
Bidet
Hairdryer

Others :

Washing machine
Hoover
Iron
Iron table
Bath towels, hand towels, pillows, sheets, blankets and bedcovers
Heating
Fire place
Books

External Equipment:

Coal-burning Barbecue
Gazebo
Chaise longue
Metallic round table with 4 chairs
Plastic table
Large wall tent (4m) at the main window with 3m extension

Furniture :

Living room :

Round table, white with 6 chairs
Bookcase, white 80cm
Coffee table glass & steel
Sofa bed (king size)
Lamp

Bedroom king size :

King size wooden bed, white
Large library /wardrobe full-wall
Wooden black night table with AC power/USB
Lampshade
Lamp
Carpet

Bedroom 2 beds south:

2 single beds
Full-wall library
2 wooden black night tables with AC power/USB
2 lampshades
Lamp
Carpet

Bedroom 2 beds north:

2 iron single beds
Wooden black night table with AC power/USB
Lampshade
Lamp
Carpet
2 doors wardrobe (80cm)
Small library

Corridor wall wardrobe 4 doors