

HOUSE LEASE OF TEMPORARY NATURE FOR TOURIST PURPOSES
according to Article 1, paragraph II, letter c, Law no. 431 of 9th December 1998

With the following private contract, which is in force for all legal purposes between:

Mrs. born in, on Fiscal Code, living
in,

-the owner or the lessor -

and

Mr. born in, on Fiscal Code, living
in,

-the lessee-

UNDER THE FOLLOWING PREMISES

- that the lessor, Mrs. is the owner of the real estate unit, located in the Municipality of Milan, in, floor....., stairs....., identified on page....., cadastral map....., cadastral subordinate....., census area....., category, class....., rooms....., already furnished and equipped according to the list already distributed between the parties;

- that the real estate unit complies with all the requisites provided by law as far as it concerns the security of the systems, in respect of testing and certification of energy, according to APE certificate already distributed between the parties;

- that Mr. is interested in entering the house lease of temporary nature for tourist and cultural purposes as provided in article 1, paragraph II, letter c) of Law no. 431 of 1998 which focuses on the real estate unit described above;

That being stated, it is settled and drawn up as follows:

1) The premises and the attachments already distributed between the parties are acknowledged as true and essential, their contents have pactional effect and are an integral part of the present private contract.

2) The life of the present house lease of temporary nature for tourist and cultural purposes will be of months, and precisely from to and shall cease without any notice.

3) The parties agree that:

- a) The real estate unit is leased exclusively for tourist and cultural purposes for a determined period of time, and more precisely with the only purpose to attend the course of or work at or for holiday, according to the registration certificate to the course / contract work/ flight already distributed between the parties, excluding any other purposes;
- b) The real estate unit will be used by the lessee exclusively as a secondary residence and the lessee shall state to have his/her residence and the main house in, in the municipality of, in, no., according to the certificate of residence already distributed between the parties.

4) The lessee has the authority to back out of the contract upon notice, which shall be sent through registered mail at least two months before.

5) The real estate unit shall be exclusively used as residential building by the lessee and the people who are actually living with him/her for study purposes and hereby listed:

6) The lessee cannot sublease or accommodate the real estate unit of the present contract neither totally nor partially under pain of cancellation of the contract.

In case the lessee subleases the real estate unit without any previous written consent of the lessor, the lessor can terminate the contract with immediate effect and, in any case, claim for compensation for damages.

7) The monthly rent shall be of € ... (...../00). Besides the rent, the repayment of charges and consumption fees is due at a flat rate determined in €,00 (...../00) monthly, at least except regularisation. The total amount shall be paid on a monthly basis by the lessee to the lessor by bank transfer within the 20th day of the preceding month. The lessor shall take advantage of the regime of the “flat rate tax”, referred to in article 3 of the legislative decree of 14th March 2013 no. 23.

8) The payment of the rent or of anything else due for additional charges cannot be interrupted or delayed because of demands or objections expressed by the lessee whatever its title is. If, for any reasons, the lessee is not punctual in payments of some parts of the instalment, he/she shall fall into arrears, except for what is provided for by articles 5 and 55, Law of the 27th July 1978, no. 392.

9) The lessee shall allow the lessor, his/her estate manager and also their delegates to enter the real estate unit.

10) The lessee hereby declares that he/she has inspected the real estate unit which has been let out and confirms that it is suitable for the agreed use and that he/she shall be entrusted with it for all practical purposes as soon as he/she takes the keys and, starting from that moment on, he/she becomes

the keeper of the unit. The lessee is committed to give back the real estate unit he/she rented as he/she received it, except for the deterioration due to its use, under pain of compensation for damages. The lessee is moreover committed to obey the rules and regulations of the building and declares to have received a copy of it by signing the present contract and is also willing to comply with the decisions taken by the condominium meeting. The lessee is in any event forbidden to act or behave in a way, which could cause inconvenience to the residents of the building. For the effects of the article 1590 of the Civil Code, the parties recognize the state of the building, according to the Acceptance Report already distributed between the parties.

11) The lessee cannot modify, make innovations, improve or add anything into the rented rooms and their use without the previous written consent of the lessor.

12) The lessee explicitly relieves the lessor of any responsibility for all direct and indirect damages, which could arise from subjects connected to the lessee through a subordinate relationship as well as for possible guiltless interruptions of services and, in particular, theft.

13) As a guarantee to the obligations described in the present contract, the lessee pays to the lessor the sum of € 900,00 as security deposit and the lessor shall give a receipt upon the signing of the present contract. This caution money will be given back at the end of the lease upon checking the state of the real estate unit and in compliance with each contractual obligation.

14) If the lessor plans to sell the rented real estate unit, the lessee shall allow a visit to the real estate unit once a week for at least two hours, Sundays and public holidays excluded (*or under the following conditions: _____*).

15) To all the effects of the present contract, including the notification of acts and for the purposes of the competence to judge, the lessee elects domicile in the premises rented and whereas he/she lives there no more, to the Secretariat of the municipality where the leased real estate building is located.

16) It is not possible to modify the terms of the present contract and it could not be proved, without a written act. The parties explicitly authorize the treatment of their personal data to the limited extent to the execution of the obligations provided for by the present contract according to the Legislative Decree 196 of 2003 (i.e. "Privacy Code").

17) Although it is not provided for under this agreement the parties shall make express reference to the regulations of the Civil Code, to the law of 27th July 1978, no. 392, to the law of 9th December 1998, no. 431 and in any event to the rules in force and to local practice.

18) It is duty of the lessor to carry out the registration of this agreement, with the commitment

to support all necessary expenses, without any burden on the lessee.

Documents distributed between the parties:

- “1” - list of furniture and equipment contained in the real estate unit;
- “2” - documentation related to the registration to the course;
- “3” - certificate of residence of the lessee;
- “4” - regulation of the condominium;
- “5” – acceptance report.

Read, confirmed and signed

Milan,

The lessor

The lessee

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According to Articles 1341 and 1342 of the Civil Code, the Parties, after giving notice of having entirely looked over all the clauses described above, hereby state that they explicitly approve the following clauses: 1), 2), 3), 4), 5), 6), 7), 8), 9), 10), 11), 12), 13), 14) 15), 16), 17), 18).

The lessor

The lessee

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