**LEASE AGREEMENT FOR TOURISTIC PURPOSES**

By this private agreement, drawn up in three originals, the undersigned BENDONI DANIELE, born in AREZZO on 23/8/1977, residing in CHITIGNANO, via ROSINA, no. 48, tel. +39 3387626511, e-mail: poderemarialena@gmail.com, hereinafter referred to as the Lessor, leases for exclusive touristic use to

Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Identity Document: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the Tenant, the property located in via ROSINA, civic number 48, consisting of 6 rooms, plus kitchen and services, registered in the Land Registry of the Municipality of Chitignano, map sheet 513, parcel 513 sub 3, category A/3 class 3, owned by the Lessor.

**TERMS AND CONDITIONS**

**1. DURATION AND RENT**

The contract will not exceed thirty days:

from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a total rent of € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The rent includes, for the entire duration of the lease, the payment of all rental expenses plus the rental of bed linen and towels.

**2.  CONFIRMATION DEPOSIT**

Upon returning this signed and dated contract, the Tenant pays the Lessor the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ € as a confirmatory deposit, pursuant to art. 1385 of the Civil Code.

The deposit must be paid in one of the following ways (check the chosen method):

* Bank Transfer to the current account (IBAN and BIC/SWIFT code)
* Cash

In case of cancellation by the Tenant, the amount paid as a deposit may be retained by the Lessor. In case of cancellation by the latter, the Lessor must return double the amount corresponding to the deposit paid by the Tenant (art. 1385 Civil Code).

**3. PAYMENT OF THE RENT**

The rent payment must be made in one of the following ways:

 • in cash at Check-In;

 • by Bank Transfer with a three-week advance from Check-In;

 • Part in cash at Check-In and part by bank transfer with a three-week advance from Check-In.

 The already paid confirmatory deposit will be applied to the due rent.

**4. SECURITY DEPOSIT AND TENANT’S RESPONSIBILITY**

At Check-In, in addition to the already specified amounts, the Tenant will pay the Lessor the sum of € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , in cash, as a non-interest-bearing security deposit, which will be returned at the end of the lease, after verifying the condition of the property and furnishings.

From the amount provided as a security deposit, the sums necessary to repair any damages to the property and/or furnishings or their shortages, attributable to the Tenant, will be deducted upon the return of the keys. If the amount of damages or shortages exceeds the security deposit, the Tenant must pay the additional amount to the Lessor.

**5. ENTRY AND EXIT FROM THE PREMISES**

The two parties agree to inspect the premises on the day of arrival and departure. The Lessor may be represented by a person of his choice. The Tenant undertakes (art. 1590 Civil Code) to return the rented property in the same condition in which it was received, except for wear and tear from use, under penalty of damage compensation.

**6. TENANT’S OBLIGATIONS**

The Tenant must (art. 1587 Civil Code):

1. take possession of the property and use it with the diligence of a good father of the family for the use specified in the contract or for the use that can otherwise be presumed from the circumstances;
2. pay the agreed rent on time.

The Tenant must return the property to the Lessor in the same condition in which it was received, in accordance with the description made by the parties, except for deterioration or wear resulting from the use of the property in accordance with the contract (art. 1590 Civil Code), but is not responsible for deterioration due to age.

When the rented property needs repairs that are not the Tenant’s responsibility, he must notify the Lessor (art. 1577 Civil Code). If urgent repairs are required, the Tenant may carry them out directly, subject to reimbursement, provided he simultaneously notifies the Lessor.

**7. LESSOR’S OBLIGATIONS**

The Lessor must (art. 1575 Civil Code):

1. deliver the rented property to the Tenant in good maintenance condition;
2. maintain it in a condition suitable for the agreed use;
3. ensure the Tenant’s peaceful enjoyment of the property during the lease.

The Lessor must carry out all necessary repairs during the lease, except for minor maintenance, which is the Tenant’s responsibility.

If at the time of delivery the rented property has defects that significantly reduce its suitability for the agreed use, the Tenant may request termination of the contract or a reduction in rent, unless the defects were known or easily recognizable by him (art. 1578 Civil Code). The Lessor must compensate the Tenant for damages resulting from defects in the property if he proves he was unaware of them at the time of delivery without fault.

**8. RULES FOR THE CORRECT USE OF THE PROPERTY**

 The Lessor provides the Tenant with specific regulations for the proper use of the property.

 The Tenant undertakes to comply with the regulations, of which he declares to have taken note.

**9.HOSPITALITY RULES**

The hospitality in the property of a number of people exceeding the agreed number will result in the termination of the contract pursuant to art. 1456 Civil Code and the obligation to pay the Principal an amount equal to the total agreed rent as a penalty pursuant to art. 1382 Civil Code, even withholding the security deposit for this purpose.

**10. PROHIBITION OF SUBLETTING, LOAN, AND ASSIGNMENT**

Subletting, lending, or assigning the property for any reason, in whole or in part, is prohibited under penalty of contract termination.

**11. EARLY RETURN OF THE PROPERTY**

In the case of early return of the keys before the lease expiration, the already paid rent will not be refunded.

**12. EXTENSIONS, MODIFICATIONS, AND/OR INTEGRATIONS OF THE CONTRACT**

Any modification to this contract cannot occur and cannot be proven except by a written act.

**13. DISPUTE RESOLUTION CLAUSE**

For any dispute regarding the execution of this contract, the parties agree on the exclusive jurisdiction of the Court of Arezzo.

*For matters not expressly provided for in this contract, the parties acknowledge that this contract is exclusively governed by the provisions of the Italian Civil Code and the current regional law, being a lease stipulated to meet housing needs for tourism purposes.*

*Read, confirmed, and signed.*

 (DATE AND PLACE)

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE TENANT   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE LESSOR   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned declare to have read the terms and conditions above and, in particular, the conditions in points 4) "Damage deposit and Tenant's responsibilities," 5) "Entry and Exit inspections," 6) "Tenant's obligations," 8) "Rules for proper use of the property," 9) "Hospitality rules," 10) "Prohibition of subletting, loan and assignment," 11) "Early return of the property," 13) "Dispute resolution clause," which clauses—read and approved—are accepted by the Tenant to every consequent effect, and in particular pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code.

 (DATE AND PLACE)

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE TENANT   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE LESSOR   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_