

REAL ESTATE LEASE AGREEMENT FOR TOURIST PURPOSE

With this private document, in triplicate,
the undersigned Mr. / Mrs. ...,
on ... / ... / ...,
e-mail: info@villadelcuculo.com,
Tax Code ...,
hereinafter referred to as the **Lessor**,

leases for exclusive tourist use

to Mr. / Mrs. ...,
born in ...,
on ... / ... / ...,
residing in (City) ...,
Street ..., no. ...,
Country ...,
tel. ...,
e-mail ...,
hereinafter referred to as the **Lessee**,
which is committed to hosting no more than 10 people, including him- or herself.

The real estate unit (also referred to as the property) which is located in
Via ...

domiciled in Italy at 56036 Palaia,

consisting of n. 10 rooms (plus kitchen, barn and services, annexed building with washing machine and freezer);
on the ground floor different vast outdoor areas (covered by a large loggia), 2 living areas, dining room, kitchen
and guest bathroom; on the first floor 5 double bedrooms each with WC and shower. The villa is also equipped
with the following accessory elements: large private car parking lot with 5 covered car shelters and private road
secured with electric gate (camera), ancient barn and (unheated) swimming pool. The villa is furnished, as per
separate list which will be delivered upon arrival, together with the keys and must be signed for with a receipt.

AGREEMENTS AND CONDITIONS

1. CONCLUSION OF THE CONTRACT

The contract will be concluded through the signature of both parties, and only if the sum provided for in the
confirmation deposit referred to in point 3 is actually delivered/deposited to the Lessor.

At the same time as the signing of the contract by the Lessee, a copy of the Lessee's valid identity document
(identity card or passport) must be delivered to the Lessor. Upon arrival at the property, a copy of the identification
documents of each person who will be present in the property during the duration of the tourist lease contract
must also be delivered, subject to the maximum limit of the number of occupants indicated above (10 people).

2. DURATION AND FEE

The duration of the contract may not be less than seven days or more than thirty days. In this contract, the seven-
day calculation always runs from Saturday to Saturday.

The property is rented by the Lessee from ... to ... for an overall fee of
€ ... /... (in letters).

The rent includes, for the entire duration of the lease, the payment of all rental costs.

It also includes:

- final cleaning;
- household linen (sheets, towels, pool towels), hairdryer,
- gas, water, electricity, WI-Fi connection, heating and, on request and with the obligation to use responsibly, air conditioning.
- tourist tax.

3. CONFIRMATORY DEPOSIT

Upon signing the agreement, the Lessee must pay 30% of the overall fee as a deposit, proportional to the
reference period, pursuant to art. 1385 of the Italian Civil Code.

The deposit must be paid by bank transfer to:

BANK: ...

IBAN : ...

BIC / SWIFT CODE: ...

REASON FOR PAYMENT: "deposit for tourist rental Villa del Cuculo from ... to the ..."

In the event of cancellation by the Lessee, the Lessor will be entitled to withhold:

- if before the fortieth day prior to the rental start date, 30% of the sum paid as a deposit;
- if between the thirty-ninth and thirtieth day prior to the start of the lease, 50% of the sum paid as a deposit;
- if between the twenty-ninth and twenty-second day prior to the start date of the lease, 60% of the sum paid as a deposit;
- if between the twenty-first and fifteenth day prior to the rental start date, 80% of the amount paid as a deposit;
- if after the fourteenth day prior to the rental start date, 100% of the sum paid as a deposit.

4. PAYMENT OF THE FEE

The payment of the entire fee must take place no later than the fourteenth (14) day prior to the date agreed for the start of the lease. If this does not happen, the Lessor is granted the right to withdraw from the contract and retain the sum paid as a Confirmatory Deposit.

The deposit already paid will offset against the fee due.

The Lessee will then have to pay the sum of

€ ... (in letters) ...

The payment of the rent must be made by bank transfer to:

BANK: ...

IBAN: ...

BIC / SWIFT CODE: ...

REASON OF PAYMENT: "Balance of the tourist rental fee Villa del Cuculo from ... to the ...".

5. SECURITY DEPOSIT AND LIABILITY OF THE LESSEE

Upon delivery of the keys, the Lessee, in addition to the amounts specified above, will pay the Lessor or his delegate the sum of € 1.000,00 in cash as a non-interest-bearing security deposit, a sum that will be returned to him at the end of the lease, subject to verification the state of the property and furnishings.

6. CHECK-IN AND CHECK-OUT

Check-in and check-out takes place in the presence of the Lessor or representative. The two parties agree to check the premises on the day of arrival and departure. The Lessor can be represented by a person of his choice.

7. KEY DELIVERY

Unless otherwise agreed between the Lessor and the Lessee, the keys will be delivered in the following time slots:

Arrival: on Saturday in a time between 16:00 and 19:00 pm.

Departure: Saturday no later than 10:00 am.

No refund will be paid if the Lessee is unable to take possession of the property on the established date or decides to leave the property earlier than the one scheduled for the end of the lease.

The Lessee must (art. 1590 of the Italian Civil Code) return the real estate unit leased in the same state in which it was received, always subject to deterioration of use, under penalty of compensation for the damage.

Upon arrival, the Lessee will be provided with a document of which he will give a written receipt containing information regarding the property, its use and operation.

8. OBLIGATIONS OF THE LESSEE

The Lessee must (art.1587 of the Italian Civil Code):

1. receive the property with all its furnishings, treat it with care, and use it for the contractually agreed purpose, which can be assumed under the given circumstances;
2. transfer the payment according to the agreed terms.

The Lessee must return the property to the lessor in the same state in which it was received, in accordance with the description that has been made by the parties, except for deterioration or consumption resulting from the use of the thing in accordance with the contract (art.1590 of the Italian Civil Code).

By signing this contract, the Lessee also confirms that there is no smoking permitted inside the property.

The Lessee undertakes, by virtue of the quality of the furnishings, to enjoy them with due attention.

The Lessee also undertakes to immediately report to the Lessor any defect in the property or malfunction of the equipment contained therein. If this requirement is not respected, the customer loses the right to any refund, except as otherwise provided by law.

9. OBLIGATIONS OF THE LESSOR

The Lessor must (art.1575 of the Italian Civil Code):

1. deliver the rented property to the lessee in a good state of maintenance;
2. keep it in a state to be used for the agreed use;
3. guarantee the use of the property to the Lessee during the lease.

10. PROPER RULES OF PROPERTY ENJOYMENT

The property does not allow access for the disabled.

Animals are not permitted.

11. RULES OF HOSPITALITY AND USE OF THE PROPERTY

If more than the agreed number of persons are staying in the property, this will result in the termination of the contract, pursuant to art. 1456 of the Italian Civil Code and the obligation to pay the Lessor an amount equal to the amount of the entire agreed fee, as a penalty pursuant to art. 1382 of the Italian Civil Code also withholding the security deposit for this purpose.

The Lessee will also not be able to use the property for any commercial purpose, or for the organization of events.

12. PROHIBITIONS OF SUBLOCATION, LOAN AND TRANSFER

The subletting, the transfer of use, or the assignment of any other right regarding the property to third parties, in whole or in part, is prohibited, under penalty of termination of the contract.

13. ADVANCE DELIVERY OF THE PROPERTY

In case of return of the keys earlier than the expiry date of the lease, the fee already paid will not be refunded.

14. EXTENSIONS, MODIFICATIONS AND / OR INTEGRATIONS OF THE CONTRACT

Any modification to this contract cannot take place, and cannot be proven, except by written document.

15. INTERPRETATION AND LANGUAGE

This Real Estate Lease Agreement was drafted in Italian, German and English. Should the three versions be inconsistent, the Italian version is decisive.

16. DISPUTE RESOLUTION CLAUSE

For any controversy regarding the execution of this contract, the exclusive jurisdiction of the Court of Pisa is agreed between the parties.

Although this is not expressly provided for in this contract, the parties mutually acknowledge that this contract is exclusively subject to the provisions of the Civil Code and the regional law in force, since it is a lease stipulated to satisfy housing needs for tourism purposes.

Read, confirmed and signed.

(DATE AND PLACE)

Date _____, Place _____

THE CONDUCTOR

THE LESSOR

ATTACHMENTS

We declare that we have read the aforementioned clauses and conditions, and in particular the conditions referred to in points 2) "Duration and fee"; 3) "Confirmatory deposit"; 4) "Payment of the fee"; 5) "Security deposit and liability of the Lessee "; 6) "Check-in and Check-out", 7) Key delivery; 8) "Obligations of the Lessee"; 10) "Proper rules of property enjoyment"; 11) "Rules of hospitality and use of the property", 12) "Prohibitions of sublocation, loan and transfer", 13) "Advance delivery of the property", 14) "Extensions, modifications and / or additions to the contract"; 15) "Interpretation and language"; 16) "Dispute resolution clause", the clauses of which - reread and approved - are accepted by the "lessee" himself for all consequent effects, and in particular pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code.

(DATE AND PLACE)

Date _____, Place _____

THE CONDUCTOR

THE LESSOR
