

RENT CONTRACT FOR RESIDENTIAL USE

BETWEEN:

Mr / Mrs (Landlord Name) born on (Landlord Date of Birth), in (Landlord Place of Birth), C.F. (Codice Fiscale of Landlord), resident in (Landlord Residence Address) hereinafter referred to as the *Landlord*,

AND:

Mr / Mrs (Tenant Name) born on (Tenant Date of Birth), in (Tenant Place of Birth), C.F. (Codice Fiscale of Tenant), resident in (Tenant Residence Address) hereinafter referred to as the *Tenant*

THE FOLLOWING PROVISIONS ARE AGREED

- DESCRIPTION OF THE REAL ESTATE UNIT.** The Landlord leases to the Tenant, who accepts, in its present shape, the apartment located in (Apartment Address and Floor), completely furnished, identified at the New Urban Real Estate Registrar of Italy at foglio _____ mapp. _____, sub. _____.
- CONDITIONS OF THE UNIT.** The tenant declares to have seen the unit subject to the present contract and to have found it fit for the agreed use and in perfect state of maintenance, recognizing that it is exempt of defects which would diminish its fitness of use, or would pose a health hazard to its tenants.
The tenant obliges himself to leave the unit at the end of the contract in the same state in which he found it and to carry out all maintenance works necessary to such end. The unit will shall be left, at the end of the lease, free from persons or their belongings, with complete furniture as in the state originally found. At the delivery of the keys, the parties shall subscribe a delivery protocol, to certify any preexisting damages in the unit. The re-delivery of the keys by the tenant, at the end of the lease, shall free him of contractual obligations on the basis of a corresponding protocol for the re-delivery.
The tenant agrees not to carry out any modification to the unit or to the installations therein without the previous written consent of the landlord. Any improvements or additions carried out by the tenant, also if authorized, will remain to the favour of the landlord at the end of the lease. The landlord reserves the right to ask for the unit to be brought to its initial state at the end of the lease by the tenant, if changes were made by the tenant.
- DESTINATION OF THE REAL ESTATE UNIT.** The tenant declares that the real estate unit subject to the lease shall be dedicated exclusively to his residential purposes or to his family members living with him. The tenant is explicitly forbidden from, even if temporary or partial, modifying the agreed use of the unit, subleasing the unit, granting free use of the unit, granting accommodation to strangers to the tenant, or from
- DURATION OF THE LEASE.** The duration of the lease is set, as per comma 1 of art 2 of the law 431/1998, in _____, that is starting from _____, and expiring on _____. The tenant is free to recede from the contract with an advance notice of at least _____ months, to be communicated by registered mail.
- RENT CHARGES.** The monthly rent price is freely and by mutual accord set in the sum of € _____ (euro _____ / _____), including the condominium expenses, to be paid in equal advance installments to the domicile of the landlord. The tenant shall cover the expenses for the use of electric energy and gas.
- ARREARS.** The missing total or partial payment, also of merely one installment of the rent or condominium expenses, or the security deposit, within twenty days of the agreed payment dates, constitutes a reason for the resolution of the contract by the landlord.
- DELIVERY.** The delivery of the real estate unit shall be conditional of the payment of the first installment of the rent and condominium expenses as well as the security deposit, and the delivery shall be executed upon arrival of the payment.
- SECURITY DEPOSIT.** As a guarantee for the obligations assumed with the present contract, the tenant transfer to the landlord, at the moment of the signature of the present contract, the amount of _____ (euro _____ / _____), which may not be used to cover missing rent charges or condominium expenses, which shall be returned to the tenant after the verification of the state of the real estate unit and the fulfillment of all contractual obligations and laws in place, at the end of the lease, to allow the landlord to verify that all condominium expenses have been settled; by bank transfer within 30 days of the end date of the lease.
- MAINTENANCE AND REPAIRS OF THE LEASED UNIT.** The ordinary repairs and ordinary maintenance shall be covered by the tenant, while extraordinary repairs and extraordinary maintenance shall be covered by the landlord. The tenant shall be the custodian of the leased unit and shall maintain it with due diligence. The tenant is directly responsible towards the landlord and third parties for damages caused by his fault, also as per art. 2049 of the Civil Code, from leaks of water or exhumies of gas, from missing maintenance or repairs to be performed by the tenant or by any other act of negligence or abuse in the use of the unit. In case the tenant does not execute necessary works in due time, the landlord may execute them, and any costs sustained will have to be reimbursed to the landlord within 30 days of the execution, otherwise the landlord may reimburse himself any such amounts from the security deposit, which the tenant shall

Commented [d.1]: Details of the landlord, verified by Renting Italy

Commented [d.2]: Details of the tenant. More information about the codice fiscale: www.rentingItaly.com/codicefiscale

Commented [d.3]: Registration numbers of the apartment in the Italian real estate registrar, verified by Renting Italy

Commented [d.4]: You have to leave the apartment in the same state in which you receive it on the first day of your lease. Apartments in Italy have to be left cleaned by the tenants at the end of their stay, and have to be left free of your personal belongings and without damages.

Commented [d.5]: If you would like to make any big changes to the apartment, eg. repaint the walls another color or change the kitchen, you have to ask your landlord for written permission, however the landlord may request that you return the apartment to its original state at the end of the lease.

You may feel free to put up pictures on the walls, decorate your apartment, or put additional furniture inside it.

Commented [d.6]: You cannot rent out your apartment eg. through AirBnB if you for example go on exchange and leave your apartment for a longer period of time.

You may of course host guests and visitors at your apartment.

If any people will be moving into the apartment permanently with you, they have to be included into the contract.

Commented [d.7]: Three types of rent contracts exist in Italy:

-the transitory rent contract, with a fixed duration, for periods between 1 month and 18 months. This contract is used for short term rentals for determined periods.

-the '4+4' contract, which is the standard long term rent contract. It has a standard rent duration of 4 years, with automatic renewal for another 4 years; but it does not oblige you to keep renting the apartment for the full 4 years. The contract locks the apartment for you at the same conditions for the full 4 years, however you may cancel the contract if you no longer wished to stay in the apartment

-the '6+6' contract, which works just as the 4+4 contract, and is used for some types of apartments, such as lofts.

Commented [d.8]: You may cancel your rent contract if you no longer wish to keep renting the apartment. Cancellation letters in Italy must be sent via registered mail ('lettera raccomandata A.R.') to the permanent residence address of the landlord. It's always helpful to seek out the help of Renting Italy in this so as to make sure your cancellation is sent out correctly.

Commented [d.9]: Condominium expenses are building charges, which cover administration expenses, water expenses, taxes, and charges related to any additional building services the apartment may have, such as a doorman, centralized heating, video surveillance, etc.

Commented [d.10]: Expenses for electricity and gas are generally not included in rent prices in Italy. Please check your contract to see exactly how you will be paying for electricity and gas. Generally, the expenses will be either:

-kept in your landlord's name, and you will refund them the expenses incurred, or

Commented [d.11]: If you do not pay the rent on time, your landlord may declare the contract resolved, and force you to vacate the apartment.

Commented [d.12]: You will receive the keys to your apartment once you have paid the security deposit, the first installment of rent, and the commission.

Commented [d.13]: The security deposit amount may vary, however the standard amount by Italian law is 3 months of rent.

Commented [d.14]: Ordinary maintenance, by Italian law, are small repairs that do not affect the functioning of the apartment, such as replacing burnt out light bulbs or shattered plates.

immediately reimburse to its full amount, under penalty of the resolution of the contract as per point 8. The landlord is released from any responsibility from any damages resulting from the unfulfillment of this clause towards the unit, the installations therein, the tenant, or third parties.

Whenever the leased unit shall be in need of repairs which are not to be covered by the tenant, the tenant shall give written notice to the landlord immediately. The tenant will have to allow, upon previous notice, the access to the unit, to the landlord, the administrator of the building, or persons delegated by them. The landlord may carry out works, repairs, or additions, both to the interior and exterior of the unit, and the installations therein, without a possibility for obstructing, delaying, or objecting them by the tenant, waiving as such the art. 1584 of the civil code.

10. **REGULATIONS OF THE BUILDING.** The tenant obliges himself to respect and see that his guests respect building regulations, and not to carry out acts which may disturb the hygiene, security, peacefulness, morality, or décor of the building. Breaches to these provisions or the norms cited herein, if protested to the tenant at least twice via registered letter, determine the ipso jure resolution of the contract at the fault and expense of the tenant, as per art. 1456 of the civil code.
11. **VISITS OF THE UNIT.** The landlord reserves himself the right to visit the leased unit, also via delegated persons, with an advance notice of 48 hours, also during the course of the lease, to assess the state and conservation of the unit. From the first day of the last three months of the lease or in case the landlord wishes to sell the unit, the tenant obliges himself to allow the visit of the unit upon appointment. In case the tenant refuses to make an appointment, the landlord reserves himself the right to visit the leased unit, also via delegated persons, with an advance notice of 48 hours.
12. **RELEASE FROM RESPONSIBILITY.** The tenant releases explicitly the landlord from the responsibility for burglaries or direct or indirect damages which may derive from the acts of the tenant himself, third parties who visit the unit, or neighbours of the condominium, of the workers or delegates of the landlord, including the portier, or in general from actions of third parties. The landlord is likewise released from responsibility from any missing supply of water, gas, electric energy, or the missing supply of any other service including heating, air conditioning, hot water, or delays in the repairs of the installations, if they are not imputable to the landlord. If, during the course of the lease, the unit is declared as unfit for the agreed use, the landlord, also to the end of any subsequent resolution of the contract, shall reimburse to the tenant the part of rent paid in advance, proportionally to the missing enjoyment, excluding any other compensation or reimbursement, also as per paragraph 2 of the art. 1578 of the civil code.
13. **ELECTION OF DOMICILE.** To all the effects of the current contract, including the communication of executive acts and to the ends of judiciary competence, the tenant elects his domicile in the leased unit.
14. **AUTHORIZATION FOR THE COMMUNICATION OF DATA.** The tenant and landlord explicitly authorize one another to communicate to the administrator of the building or other third parties for the obligations arising out of the contractual rapport or otherwise connected thereto, as per the provisions of the legislative decree 196/2003.
15. **RESOLUTION.** The parties explicitly recognize that the articles 2, 3, 7, 10, 12, 14, are of essential character. In case of violation of one of the clauses reported above or in case of the disrespect of the provisions of the law, the present contract shall be ipso jure resolved at fault of the unfulfilling party, without need for any formality or communication by registered mail as per art. 1456 of the civil code, reserving the right of the fulfilling party to ask for reimbursement of damages or expenses sustained. Any tolerance of the fulfilling party towards the unfulfilling party, also if stretched over in time, does not constitute in any way the renouncement of the fulfilling party of the right to the resolution of the contract.
16. **COMPETENT AUTHORITY.** For any dispute which may arise during the execution, interpretation, or resolution of the present contract, the only and exclusive competent authority shall be the one of the domicile of the landlord, which is understood as Italy. For what is not explicitly provided by the present contract, the parties make reference to the laws 431/1998, 392/1978, and to the Civil Code. The cited norms are understood as taking place unless they contrast with the specific provisions of the present contract.

Italy,

-signatures follow-

Commented [d.15]: You are kindly asked to respect your neighbors. If you receive complaints of unfriendly behavior, such as continued very loud noise at night, more than twice via registered mail from your landlord, then your landlord may resolve the rent contract, forcing you to vacate the apartment.

Commented [d.16]: Generally, landlords do not visit apartments, unless there is a reason for concern. Renting Italy always makes appointments for visits at a time most convenient for you.

Commented [d.17]: Your landlord is not responsible for events that happen as a result of the actions of third parties; such as a power outage that happens due to a power line fault, which is the fault of the local energy provider.

Your landlord will however be responsible for events that are imputable to them, so eg. if your landlord forgets to pay a utility bill and your power is cut due to that, then the landlord is fully responsible.

Commented [d.18]: Your Italian domicile, as in the address of your place of living in Italy, will be at the leased apartment, so that if someone wanted to send you a letter or communicate with you, you may be expected to be found at this address.

Commented [d.19]: You and the landlord may communicate each other's personal data to third parties for official duties that concern the lease; such as the registration of the rent contract with the fiscal agency in Italy, or your permit of stay process, if applicable.

Commented [d.20]: If you do not respect the rent contract or property law, then the landlord may ask for it to be resolved, forcing you to vacate the apartment.

Likewise, if the landlord does not respect the rent contract or property law, you may ask for the contract to be resolved, releasing you from its obligations.

Commented [d.21]: In case you and the landlord have a serious dispute during the course of the contract, the courts of Italy will hold authority in it. Renting Italy to assist both you and the landlord in any matters during the course of your lease.