

## Lease agreement for touristic purposes

between

**Poderi di Capo d'Uomo S.r.l.**, with registered office in Via Pinciana 25, fiscal code and VAT number 11669080159, in the person of the interim legal representative (hereinafter the **“Lessor”**)

and

[\_\_\_\_\_][first name and surname], born on [\_\_\_\_], fiscal code [\_\_\_\_], resident in [\_\_\_\_] (hereinafter the **“Lessee”** and, together with the Lessor, the **“Parties”**)

### Whereas

- a. The Lessor is the owner of a cottage located in the *Capo d'Uomo* locality, at the property bearing the same name, as described in more detail in the following, exclusively for residential purposes (the **“Property”**).
- b. The Lessee has expressed its interest in taking the Property on lease exclusively for touristic purposes and the Lessor has expressed its willingness to lease out the Property, under the terms and conditions set out below.
- c. The Property consists in the following: 2 bedrooms, 1 bathroom, sitting room with kitchenette, terrace.

In light of the foregoing, the Parties agree and enter into the following:

### 1. Object

**1.1** The lease concerns the Property located in the agricultural estate *“Poderi di Capo d'Uomo”* and shall be used solely for temporary touristic purposes.

**1.2** The Property is leased as already furnished.

**1.3** The Lessee is permitted to make use of the sailing Club *“Marina di Cala Piatti”*, including the services provided therein (lifeguard service, deck chairs, restaurant). The Lessee is obliged to comply with the relevant rules and to hold the Lessor harmless from whatever accident or damage caused in the Club due to an act and fault of the Lessee.

## **2. Duration**

The lease will be effective from [\_\_\_\_\_] to [\_\_\_\_\_], following which it shall expire without the need of any cancellation.

## **3. Fee**

**3.1** The lease fee, as agreed on, shall amount to, including any tax, levy, fee, charge if due, a total of Euros [\_\_\_\_\_] ([\_\_\_\_\_] / 00) Euro, in which are included Euros [\_\_\_\_\_] ([\_\_\_\_\_] / 00) Euro as reimbursement for costs such as light, water and gas, cleaning, telephone, parking, surveillance, access and internal roads maintenance, gardening, waste, property and furniture maintenance (all included, the “**Fee**”).

**3.2** The Parties mutually acknowledge that the Lessee has already paid the entire Fee.

## **4. Takeover of apartment and leased property condition**

**4.1** The takeover of the Property shall take place on the lease start-date.

**4.2** The Lessor declares to have inspected the Property, and to have found it in perfect condition and wholly fit for the contractual use.

**4.3** The Lessor guarantees that all of the apartment’s facilities (including the electric and plumbing systems) have been recently built, in compliance with applicable legislation and in a perfect maintenance condition.

**4.4** The Lessor undertakes: i) to adopt particular care in using the furniture, the building and garden and, consequently, to adopt all precautions that are reasonably necessary so as not to damage the same; ii) to hold the Lessor harmless from any damage that could occur to the leased property, to the relevant facilities and to things contained therein; iii) to scrupulously abide by the rules attached herein under annex A), which is to be considered as an integral and substantial part of this agreement.

## **5. Assignment of contract and sublease**

The assignment of contract is prohibited, as well as the sublease, even partial, of the Property and the transfer to third parties of its use, unless authorised by the Lessor in writing.

## **6. Renovations**

The Lessee shall be able to undertake renovations, additions or modifications of the lease property and the facilities only with the Lessor’s written consent.

## **7. Maintenance and costs**

**7.1** During the lease, the Lessor shall carry out all the necessary repairs, including small-scale maintenance. The repairs, even of extraordinary nature, that are caused by malpractice, negligence or error on the part of the Lessee shall be carried out by the Lessor at the former's expense.

## **8. Use of the Property**

**8.1** The Lessee is required to make use of the Property exclusively for its own, its household's and its guests' holiday requirements, it being understood that the Property shall not accommodate more than 14 guests.

**8.2** The Lessee acknowledges that the garden is part of an agricultural environment and shall refrain from taking any direct action on the garden or the plantations. In order to safeguard the Lessee's privacy and peace the fruits of the olive trees and the vineyards located inside the garden that belong to the agricultural company *Capo d'Uomo*, shall be harvested by the company's workers upon a reasonable notice and with the maximum possible discretion. The same caution shall be exercised by the company's personnel in taking care of plants and in executing agricultural works to be made in the garden and in the countryside that surrounds the garden of the leased property.

## **9. Handover**

**9.1** At the end of the contract the Lessee shall return the Property in the same state in which it was found, excepting the wear-and-tear that naturally occurs, under penalty of compensating the damage.

**9.2** The Lessor shall retain free of cost any improvements or additions (in any case authorised) carried out in the Property, without prejudice to the right to demand the restoration of the property to its original condition. In no case will the value of the improvements and additions be able to compensate for the damage caused to the apartment by the Lessee.

## **10. Termination**

Failure to comply with articles 5, 6 or 8 will entitle the Lessor to terminate the contract due to the act and fault of the Lessee pursuant to article 1456 of the Italian civil code.

## **11. Communications**

Any communication or notice relating to this lease agreement shall be sent in writing and will be deemed validly sent upon receipt, in case of a registered letter with acknowledgment of receipt or telegram, and upon confirmation of receipt (also by means of telefax or email), in case of telefax or email provided that said communication or notice be addressed as follows:

if addressed to the Lessor:

Camilla Grimaldi

Salvatore Grimaldi

Via Pinciana, 25

00198 Rome

Tel. +44 7791969929

Tel. +39 3351223364

Tel. +39 335 5200317

[salvatoregrimaldi1970@gmail.com](mailto:salvatoregrimaldi1970@gmail.com)

[winesales@grimaldisavelli.com](mailto:winesales@grimaldisavelli.com)

if addressed to the Lessee:

[\_\_\_\_\_]

or to a different address which each Party shall impart to the other Party, according to the above-mentioned procedures, giving at least 20 (twenty) days' notice.

## 12. Applicable law and disputes

All disputes shall be submitted to the exclusive jurisdiction of the Court of Rome, which shall decide according to Italian law.

Porto Santo Stefano, [\_\_\_\_\_] 2021

**The Lessor**

**The Lessee**

**Poderi di Capo d'Uomo S.r.l.**

[\_\_\_\_\_]

[\_\_\_\_\_]

Pursuant to article 1341 of the Italian civil code, the Parties declare to have read, and accept expressly, articles 2, 3, 4, 5, 9, 10, 12 of this agreement.

Porto Santo Stefano, [\_\_\_\_\_] 2021

**The Lessor**

**The Lessee**

**Poderi di Capo d'Uomo S.r.l.**

[\_\_\_\_\_]

[\_\_\_\_\_]

## ANNEX A

### Rules

1. **SMOKE:** it is forbidden to smoke indoors and particular attention should be paid to ashing and cigarette butts: in this area, fires are a major threat, especially in warmer seasons. It is forbidden to leave cigarette butts on the ground.
2. **DOGS:** dogs are welcome, provided that their owners abide by the following rules. Dogs shall not wander around the estate without a leash: please be aware that the passion you have for animals may not necessarily be shared by other guests who, on the contrary, could be terrorized by them. Constant control by the owner is necessary also in order to prevent dogs from jumping into the estate's swimming pools and also to ensure the animal's own safety: an attack from a boar may turn out to be fatal.
3. **WATER:** of course, you are free to shower and bathe any time you want, but please be reminded that the estate should be considered as an island, with a limited water supply. The miracle of olive trees and grapevines is made possible by deep wells which draw from groundwater below, which, however, is not illimited; reasonable attention to water consumption will be much appreciated.
4. **NOISES:** we kindly request you to respect others' peace and quiet, in particular during afternoon and evening hours.
5. **PARKING:** we kindly ask you to park within the areas designed for this purpose which will be pointed out to you by staff upon your arrival.

### **Sars-Cov-2 Emergency**

The Lessee and each guest represent and warrant to the Lessor that, as of the date of the start of the lease period, they are not infected with COVID 19 neither are subject to restrictions to travel or to other precautionary measures (e.g. quarantine) on the basis of the laws of their country or howsoever applicable in Italy.

The Lessee and each guest represent and warrant to the Lessor that any of them has abided by and shall fulfill the applicable European and Italian rules in force from time to time related to travel restrictions or to precautionary measures (es. *green pass*) and that, if required by the Lessee, they will give any appropriate evidence thereof (e.g. vaccine certificate, swab test, o declaration to have undergone COVID 19 disease dating back by less than six months along with at least one vaccine dose etc.).

**Signature**

**Date**

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