



**RENTAL CONTRACT FOR TOURIST PURPOSE ONLY  
(Article 1, paragraph 2, letter C) Italian Law 431/98)**

Mrs. Petra Giacone domiciled in \_\_\_\_\_,  
hereinafter "the landlord", co-owner of Villa EnriMar, located in località Capo Perla 2,  
Capoliveri, Isola d'Elba – Italy – Italy, hereinafter "the villa".

**RENTS**

to Mr./Mrs. \_\_\_\_\_  
domiciled in \_\_\_\_\_

hereinafter "the tenant", Villa EnriMar composed by n. 9 rooms, also with the following accessories: garden, tennis court, pool, parking area for 2 cars, duly furnished as described in the separate list that will be in the 'Guest Book' at the Villa,

**under the following terms and conditions:**

1. The rental period runs from check-in date to check-out date, and the contract will end without need of any formal notice from the landlord.

Self-Check-in is starting from 4:00 pm.  
Check-out is at 9:00 am strictly.

2. The Villa must be used by the tenant just for tourist living purposes.
3. The total rent due by the tenant amounts to Euro XXX which includes the lump-sum for costs of utilities, final cleaning, bed linen and towels for each party member with weekly change.  
The rent is all inclusive except:
  - Air conditioning by consumption: 0,90€/kWh
  - extra-charge of 50,00€/week is due for pets.
  - extra bed linen and towels: 12€/package
4. By signing this contract, the tenant pays to the landlord the amount of XXX (20%), as earnest according to article 1386 Italian Civil Code.

APG Villas Tuscany Holidays

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5. The balance XXX (80%) of the rent and the related charges shall be paid by the tenant in advance no later than 21 days before the date of arrival.

If the tenant fails to pay the due balance within the above time scheduled, the landlord will be entitled to terminate the contract on tenant's liability and to retain the earnest. If the contract is signed within a period of less than 30 days before the date of arrival, upon the signature of this contract, the tenant must pay the total amount of the rent and the related charges.

6. Cancellation Policy:

- Holidaymakers who cancel 4 month before check-in will get back the amount they have paid.
- Holidaymakers who cancel between 120 and 61 days before check-in will be charged 20% of the rental amount.
- Holidaymakers who cancel between 60 and 31 days before check-in, will be charged 50% of the rental amount.
- Holidaymakers who cancel between 30 and 0 days prior to the rental period, will be charge 100% of the total rental amount.

7. Payment can be effected by bank transfer in favour of:

- Bank:
- Credit card

**The costs related to any possible bank fee/cost must be borne by the tenant.**

If the time scheduled and/or conditions above mentioned are not respected, the contract will terminate on tenant's liability.

8. In case tenant withdraws from the contract, the landlord will be entitled to retain the earnest or the total rent if already paid.

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- 9.** The tenant undertakes to respect the landlord instruction, that he will find in the villa.  
The tenant will add to the lump sum of 300,00€ as deposit.  
The amount paid as deposit is returned after that the housekeeper has ascertained the good conditions of the Villa and its furnishings and appliances; any loss or damage caused to the Villa, furniture and accessories will be retained from the sum given as deposit. If the amount of damages will be higher than the deposit, the tenant must to pay the difference.
- 10.** At the end of the rental period the tenant must deliver the house in a reasonable state of cleanliness.  
If, for any reason, this is not respected, a cleaning fee of 50€ shall be deducted from the breakages deposit, in order to pay for extra help with cleaning.
- 11.** The tenant declares that n. \_\_\_ persons will sleep in the Villa.  
People not mentioned in the booking agreement are considered third-parties: for this reason, their accommodation and stay in the Villa EnriMar is strictly forbidden. Any change in the total number of guests must be booked in advance of n. 7 days. Furthermore, the number of people may not exceed the maximum number of beds of the house, under penalty of termination of the contract for misconduct of the tenant. The presence, even occasionally, in the house, of a number of people staying overnight higher than the agreed will cause the termination of the contract according to Article 1456 Italian Civil Code and the tenant will be bound to pay to the landlord a sum equal to the full amount of the agreed rent as compensation for the damages, according to Article 1382 Italian Civil Code, without prejudice for any further damages if any.
- 12.** The tenant undertakes to use the Villa and all its appliances and accessories with the utmost care and caution.
- 13.** The tenant will be responsible for any damage occurred to the rented assets because of a lack of careful or due diligence.
- 14.** The present contract cannot be assigned by the tenant. It is also forbidden to the tenant to sub rent or give on loan the Villa EnriMar, either in whole or in part, and, in case, this will cause the termination of the present contract on tenant's liability.

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- 16.** The tenant must pay the full amount of the rent even if, during the period of rental, he should not employ the Villa at all, or he should employ it only partially.
- 17.** The tenant releases the landlord from any kind of liability for direct or not direct damages, including the non-enjoyment of Villa, occurred to him or to a third party by the use of the rented assets.
- 18.** The tenant also releases the landlord from any kind of liability in case of interruption of services and eventual nuisances caused by a third party.
- 19.** The landlord or the housekeeper will be free to visit the house during the period of the rental behind grounded request.
- 20.** Any change to the provisions of this contract must be approved in writing by both parties.
- 21.** The present contract is ruled by the Italian Law.
- 22.** Any dispute arising out from this agreement, will be referred to the Court of Genoa.

**The Tenant specifically approves the following clauses under Articles. 1341 and 1342 Italian Civil Code: 2,5,6,7,8,9,10,12,14,15,16,17,18,20,21,22.-**

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