

## Rental contract for a Holiday home



### Property information:

**Property name:** TRULLI ERICLA RESORT

**Address:** C.da Conzane , 3 Castellana Grotte (Bari), ITALY

**Guests number:**

**Adults:**

**Children:**

This private writing is made in three copies between the

### OWNER:

Name : Angelo

Surname : Fanelli

Born in : Putignano 10 th Janurary 1965

Address : Via delle Grotte,155

Area code : 70013 City Castellana Grotte (BA)

Country : Italy

Mobile: +39 3356077908

***RENTER ( the names of all the householders)***

1.Name :

Surname :

Born in .....date: .....

Address .....

Area code ..... City .....

Country .....

Mobile: .....

**General Terms and Conditions**

**1. LEASE PERIOD AND PRICE**

The lease period is from .....  
to.....

Price: .....

**2. NUMBER OF PERSONS AND CHANGES**

The Client must write down the names of all the people who will be staying in the house accordingly, the accommodation may not be occupied by more persons than the number specified in the booking confirmation: only the persons whose names appear on the booking form may stay in the property and use the facilities (tennis courts, swimming pool, etc.). Any replacement of persons during the term of the lease is forbidden unless agreed in advance with the owner. Breach of this clause will entitle the owner to immediately terminate the lease and obtain the return of the property within 24 hours without the guests having any right to a refund. (Art. 1456 c.c. and art. 1382 c.c.)

1.....

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### **3. SECURITY DEPOSIT**

On arrival a security deposit must be paid cash in euro 100,00 . This will be returned in full, at the time of the departure, unless there are agreed costs to be deducted or damages to be compensated. The owner or his representative will not grant entry to the accommodation to a client who does not pay the security deposit, according to art. 1385 C.C.

### **4. PAYMENTS**

The Payments should be made by bank transfer to the current account indicated by the owner upon confirmation of availability.

Reservations requested by phone must be confirmed immediately by fax or email within the next 12 hours otherwise the request will be invalid. When the owner confirms availability of the reservation request, payment must be made within 24 hours, otherwise the request will be invalid.

On receipt of total payment, confirmation of the booking will be sent and must be presented upon arrival together with identity documents of all persons staying in the rental accommodation. It is forbidden to give this confirmation request to other people not mentioned or arrive in a higher number than that indicated on the booking confirmation.

The costumer has to pay the cleanings just for one week 300,00 euro.

### **5. ARRIVAL AND DEPARTURE TIME**

Arrangements for check out should be agreed with the owner when checking in. Before departing, check out must be done in the presence of the owner or his representative who will arrive in time till the renter has to go away . It is advisable to agree upon check out time for departure directly with the owner during the checking in, any changes regarding departure must be agreed at least 48 hours in advance.

### **6. ORDER, CLEANING AND MAINTENANCE**

The accommodation is delivered clean and in order. Any complaints regarding the state of the premises will be entertained only if made within 24 hours after arrival. The guests must leave the accommodation in good condition. Before their departure guests must remove rubbish and clean the

kitchen. In Castellana Grotte there is the obligation to separate waste . The owner will give the renter a planimetry with indicated where to throw away the rubbish.

#### 7. ALARM SYSTEM

**You have to enter the alarm when you leave home.**  
**It's important to safeguard the property.**

#### **8. Cameras**

**On the top of the patio there are some cameras that go on as soon as you enter the alarm, so to oversee the property.**

**The cameras don't work if the alarm isn't on, that means that when the renter is at home the cameras are off.**

#### 9. EXTERNAL MAINTENANCE

If necessary the owner or his representative reserve the right to gain access to undertake indispensable maintenance work (tending to the garden, cleaning the swimming pool, checking equipment, etc.).

#### 10. ANIMALS

The presence of insects or other kinds of country side's animals is normal and not a sign of shortcomings in cleanliness or hygiene.

It's not allowed to bring animals.

#### 11. VALUABLES

During guests' absence valuables should not be left in the accommodation and all doors and windows should be closed and must be inserted alarm : even though the area is peaceful, incidents of petty crime may occur. The owner cannot be held liable under any circumstances for the theft, loss or misplacement of unguarded items on the property.

#### 12. OWNER 'S RESPONSIBILITIES

The owner must keep the property you live in good state of manutation.. (Art. 1575 c.c.)

#### 13. LIABILITY/COMPLAINTS

If the accommodation booked is no longer available for reasons of force majeure, the owner will try to find a valid alternative, failing which the sum paid will be returned in full without any further

obligation for the latter. Acceptance of new accommodation will extinguish any right to a refund or claim for damages of any nature. The owner cannot be held responsible for circumstances beyond its control such as strikes, floods, fire, epidemics, wars, terrorist acts, natural disasters, interference on the part of local authorities, shortages of services supplied by local public authorities (for example, interruptions in the supply of water, electricity or other forms of energy). Likewise the owner may not be held liable for the malfunctioning of telecommunications infrastructure for example the filtering equipment in swimming pools and air conditioning units, if any. In those cases it will agree with the owner to have the repairs done as soon as possible in order to reduce the inconvenience for the guests.

Internet: please note that not all places have an internet connection and in some cases also the different types of connection available (cable, radio, cellular data network) may be of poor quality. The owner cannot be held responsible in the event of the malfunction of the internet and the connected devices/network.

#### **14. EXCLUSIONS**

According to the art. 1322 of the Codice Civile the renter looking and knowing the outdoor spaces as the parking area, the swimming pool, the walls in the property, the gardens, the stairs, the tennis court and all that could be accessible or not, accepts to use it in that way, however by accepting this contract the renter with all the guests expressly exempt the owner of the property from all liability in the event of an accident.

Knowingly the renter and all the guests declare to have been informed that the swimming pool has the requirements to be used just as a private one and not as a public one according to the art.5 punto 2 lett.b punto 2 legge regionale n. 35/2008 so expressly exempt the owner from any legal consequences.

The pool isn't supervised and this means that holidaymakers must oversee children themselves.

The undersigned declares to have examined and expressly approved according to the articoli of the Codice Civile the following clauses to rent a holiday home.

#### **15. THE RENTER EXPRESSLY DISCLAIMED THE OWNER FROM THE LIABILITY OF THE USE OF ANY PROPERTY SERVICE . ATTACHED REGULATION FOR THE SWIMMING POOL USING.**

The renter for its own and all for all its guests declares to be informed and to have read and expressly accepted all the terms and conditions for the use of the swimming pool, attached A the pool regulation and the using of any existing service in the property and declares to assume any responsibility for the use of all is in the property, including the pool, releasing in this way the owner for any liability for any accidents, damage to property or householders.

The undersigned declares to have examined and expressly approved pursuant to the articles of the Civil Code and the following clauses to locate a private home.

Read, confirmed and signed

DATE

THE OWNER

THE RENTER

( signature of the householders)

The undersigned declares to have examined and expressly approved the General Terms and Conditions upon and overall :

2. NUMBER OF PERSONS AND CHANGES
3. SECURITY DEPOSIT
4. PAYMENTS
5. ARRIVAL AND DEPARTURE TIME
6. ORDER, CLEANING AND MAINTENANCE
7. ALARM SYSTEM
8. CAMERAS
9. EXTERNAL MAINTENANCE
10. ANIMALS
11. VALUABLES
12. OWNER SAFETY 'S RESPONSIBILITIES
13. LIABILITY/COMPLAINTS
14. EXCLUSIONS
15. THE RENTER EXPRESSLY DISCLAIMED THE OWNER FROM THE LIABILITY OF THE USE OF ANY PROPERTY SERVICE . ATTACHED REGULATION FOR THE SWIMMING POOL USING.

DATE

THE OWNER

THE RENTER

I authorise the handling of my personal data pursuant to the Personal Data Protection Code –  
Legislative Decree n. 196/2003.

**THE RENTER**

