

## **TERMS & CONDITIONS - VACATION RENTALS**

GABETTI Argentario is a real estate agency, also managing apartment and villa rentals.

The Agency is not responsible for any complaints; the Landlord/Owner of the property must be contacted direct.

DEFINITION OF THE PARTIES INVOLVED:

- **Agent:** the Agent is the appointee of the Real Estate Agency who acts as intermediary
- **Tenant:** the lessee - the person who occupies the rental property
- **Landlord:** the lessor - the owner of the property.

APARTMENT AND VILLA RENTALS ARE SUBJECT TO THE FOLLOWING REGULATIONS

### **Agent's obligations:**

To accompany interested persons to view the requested properties. When the property request is made via internet, the Agent must provide the fullest details possible in order to avoid any misunderstandings and in

order that the requirements correspond to the characteristics described in the advertisements.

When the interested person has made his choice and is ready to book the property, the Agent must act promptly by contacting the Landlord to convey details of the booking. The Agent must complete the Tourist

Accommodation Rental Contract, obtaining signatures of both parties, by hand, email or fax.

To consign the property to the Tenant at the start of the rental period, the appointment to be agreed upon at

least one week in advance.

At the time of handing over the keys, the Agent must provide the Tenant with telephone numbers of the Landlord with the authorisation that these numbers can be used throughout the rental period, if necessary.

### **Tenant's obligations:**

At the time of consignment, the Tenant will exonerate the Agent from any responsibility regarding the rental

property and the responsibility will remain totally and exclusively with the Tenant. From then onwards, for

whatever situations or questions arise, the Tenant must refer solely to the Landlord for the entire rental period.

At the end of the rental period, the Tenant must hand over the property to the Agent, the appointment to be

scheduled at least 2 days in advance.

If the Tenant notices any damages to or deficiencies in the condition of the premises, including furnishings and appliances, he must inform the Landlord within 24 hours of the start of the rental period. If no such indication is made, the defects will be considered insignificant or immaterial. If the Tenant does make known

to the Landlord certain defects, it is the duty of the Landlord to rectify the situation immediately.

The property must be handed back in the same condition as it was on admission. Use of the premises is on condition that the Tenant behaves in a civil manner, refraining from loud noise and unruly behaviour, high volume of TV and radio, etc. In the case of domestic animals, the Tenant must take particular care of the furnishings and carpeting, and in the garden and outside areas, which must be kept clean at all times. At the

end of the stay, it must be ensured that pet hairs are eliminated from furnishings and carpets and underneath

the furniture.

### **Landlord's obligations:**

The Landlord must consign the property in a perfectly clean state and working order, both internally and externally, with particular attention to the following conditions:

**KITCHEN:** The kitchen must be sufficiently equipped for the number of persons indicated and must be in a hygienic and respectable state. The electrical appliances must be clean and in working order.

**BEDROOMS:** Mattresses must be in excellent condition, clean and not sagging and covered with sterilised mattress covers; the pillows must be clean and covered by sterilised pillow cases; wardrobes must be clean,

free from objects and supplied with clothes hangers; bedside lamps must be working.

**BATHROOMS:** Bathrooms are to be clean and disinfected, showers, washbasins and wc's must be free from blockages, drainage holes free from calcium deposits.

Curtains, rugs, bedcovers, etc. must be in a washed and cleaned state.

The Landlord bears no responsibility for damages, direct or indirect, of any kind but in particular from damages deriving from fraudulent third party usage, from damage caused by bad weather, fire, theft, accidents, negligence or omission of services caused by a third party, or interruption of essential services

from utility companies such as water, gas and electricity.

**Hours:**

The property shall be consigned to the Tenant: after 4.30 p.m. on the day of arrival (subject to agreement with the Agent). The property shall be reconsigned to the Landlord: up to and not later than 10 a.m. on the day of departure.

**Payment:**

Payment must be effected by the Tenant direct to the Landlord by bank transfer, using the bank details given

at the time of the booking, as follows:

- a) deposit - 30% of total cost to be paid at the time of the booking
  - b) balance to be paid within 7 days before the start of the rental period.
- In the event of cancellation by the Tenant, the following penalties shall apply:
- a) more than 60 days from the start of the rental period, penalty 50% of the deposit
  - b) between 30-60 days from the start of the rental period, penalty 75% of the deposit
  - c) less than 30 days from the start of the rental period, penalty 100% of the deposit

Cancellation must be effected in written form only by personal delivery, fax or email. The date that the written cancellation is received will be the date used to calculate the penalty. Reimbursements shall be paid

by bank transfer with bank charges being deducted from the total.

**Expenses and additional fees on the part of the Tenant:**

Additional charges in connection with utilities and cleaning are as follows:

- Electricity consumption - the counter is read at the beginning and end of the stay, and the calculation made on the average rate of euro 0.33 per kw
- Gas - equal to the cost of the gas cylinders used
- Water - calculated from the counter reading at the average rate taken from the latest bill
- Final cleaning - price to be stated at the time of the booking

Any other fees that may be due must be communicated to the Tenant before the booking is finalised. All fees

are to be calculated and paid for on the day of departure.

**Security Deposit (Guarantee against possible damages):**

The Tenant must pay a security deposit at the same time that the balance is paid, by bank transfer, as guarantee against possible damages to the property and its contents, the sum being specified in the property

advert. The security deposit shall be non interest bearing (Art. 1782 c.c.).

At the time of reconsignment, the property should be handed over in the same condition as it was in on admission, but if any damages have occurred to the property or its contents, or upholstery stained or dirtied,

etc. during the stay, the Tenant must state so at this time.

In the event that the Tenant or his guests are responsible for certain damages but attempt to cover up or deny responsibility in order to evade compensating for such loss, the Landlord, knowing the property well and

able to recognise such damages, will communicate this to the Tenant and be authorised to deduct from the

security deposit the cost of the repair, or the relative compensation.

**Repayment of Security Deposit:**

The amount initially paid as security deposit against damages will be repaid by the Landlord to the Tenant at

the termination of the rental period, subject to verification that no damage has been done. The repayment

will be effected by bank transfer to the Tenant's account.

Inspection of the premises and verification will be carried out at the same time the keys are handed back if

the Landlord is present, or in the event that the property shall be immediately rented out to others and that

the Landlord or an appointee is present. Otherwise, in the absence of the Landlord at reconsignment, he shall have 7 (seven) days and no longer in which to carry out the inspection.

**Agent's commission:**

Each time that a Rental Contract is finalised, both parties i.e. the Tenant and the Landlord, are required to

pay a commission to the Agent which is equal to:

- 10% + IVA (ten per cent) of the total agreed price .

The commission is due at the same time that the rental deposit is paid, as set out by the Tourist Rental Accommodation Contract.

Commission is also to be paid where the rental agreement becomes finalised direct between the Tenant and

Landlord at a separate time after existing negotiations involving the Agent have taken place. (Civil Code. Art. 1755).