

HOUSE RENTAL FOR UNIVERSITY STUDENTS
TYPE OF CONTRACT

Law No 431 of 9 December 1998,, Article 5, paragraph 2) and 3)

Mr. / Ms. (1) hereinafter referred to as "landlord", that is lessor (assisted by (2) in his/her capacity as) leases out to Mr. / Ms. (1) and Messrs (1) hereinafter referred to as tenant(s), that is lessee(s), identified by (3) (assisted by (2) in his/her capacity as.....), on his/her own behalf and any other tenant's hereof, the real estate unit located in Via No floor gate..... No consisting of rooms, in addition to a kitchen and bathrooms, and also provided with the following fittings (please specify: attic, basement, garage, dedicated/shared parking lot, etc.)

..... unfurnished / furnished (4) as specified in the attached list, signed by the parties.
Cadastral tables: property heating water other

COMMUNICATION under Art. 8, par. 3 of Law by decree No 333 of 11 July 1992, then ratified by Law No 359 of 8 August 1992:

- a) property cadastral specifications
- b) lessor's tax code

SAFETY ADMINISTRATIVE AND TECHNICAL SPECIFICATIONS:

TEST CERTIFICATE AND ENERGY EFFICIENCY AND SAFETY CERTIFICATION:

This contract is governed by the following provisions, that is, articles.

Article 1
(Life of the contract)

The contract shall be deemed as valid for a period of months (5), from to Upon its first expiration date, the contract is automatically renewed for the same period of time, should the tenant fail to give notice to the landlord three months¹ before the contract expiration date.

Article 2
(Temporary nature)

In compliance with the territorial agreement undersigned under Art. 5, par. 3 of Law No 431/98, between filed on by the municipal registrar of , the parties agree on the temporary nature of this contract, being the tenant(s) expressly in need of a temporary dwelling for a

1 The tenant is required to give such notice only when the contract exceeds six months of duration.

period of time equal to or less than months, that is, the number of months required by the University of Sassari for expected course attendance.

Article 3
(Rent)

The rent, as defined in Article 2 of this contract, shall amount to EUR ...
....., that the tenant is obligated to pay at the lessor's premises or
via bank transfer, that is in instalments amounting to
EUR each, to be paid on the following dates:
..... (4)

Article 4
(Deposit)

The tenant shall/shall not (4) pay to the landlord, who is required to issue a receipt thereof, €, that is monthly rent(s) (6), as security for the obligations provided for by this contract. Such sum may not be regarded as a payment and shall bear an interest according to legal standards. It shall be credited to the landlord at the end of the each rental period. The deposit shall be returned to the tenant at the end of the lease, and after checking the state of the estate to verify compliance with each and every contractual obligation².

Article 5
(Bank fees)

In terms of additional fees, the parties agree to apply the "Additional Fees Table" (Tabella oneri accessori), Annex G to the Decree of the Ministry for Infrastructures and Transport and the Ministry of Economy and Finance, issued pursuant to Article 4, par. 2 of Law No 431/98, Annex E.

The aforesaid payment shall be settled on account within sixty days from the request. Before the sum is paid, the tenant shall be entitled to acquire all relevant information on specific fees and allocation criteria. The tenant shall also be entitled to examine - even with the assistance of a trade union - at the landlord's (or, if applicable, the manager's or the administrator's) premises, all the documents relevant to the sustained expenses. The first instalment of the annual rent shall include a deposit that shall not exceed the legal threshold, based on the previous year final balance.

Article 6
(Duties and registration fees)

The stamp required for this contract, and for the following receipts, shall be paid by the tenant.

The landlord shall provide for the contract registration and inform the tenant with respect to it. Such registration shall be paid in equal shares by both parties.

The parties may delegate a trade union for the contract registration procedures, only if such union has provided support during the drawing up phase of the contract.

² Include any other guarantee

Article 7
(Payment, resolution, and rejection)

The payment of the rent and any other additional fee may be suspended or delayed by the tenant, except when exceptions to the contract are applicable, to which he or she may be entitled to by the Law. Failure to pay the rent (or any payable, amounting to at least one monthly rent) on time, for any reason, even once, may result in the tenant's obligation to pay interests on the delayed payment, in compliance with art. 55 of Law No 392/78.

The sale of the estate - on which the tenant enjoys / does not enjoy (5) a pre-emption right - shall not be regarded as a lawful reason for contract termination.

Article 8
(Use)

The property shall be intended solely for the tenant's residential use. Unless otherwise agreed upon in written form, it is forbidden to sublet³ or loan, either wholly or partly, the real estate unit, on pain of contract termination.

Article 9
(Tenant's withdrawal from the contract)

The tenant shall have the right to terminate the contract for good cause, upon notice to be delivered by registered mail at least three months before the expiration date. Each and every tenant shall be entitled to this right; therefore, should one of them withdraw from the contract, said contract shall continue its life with respect to the remaining tenants⁴, subject to the withdrawing tenant's joint and several obligation for the whole previous period of tenancy.

Article 10
(Delivery)

The tenant confirms that the house is suitable for rental and - therefore - agrees to rent it, by taking possession of the keys and becoming, in all intents and purposes, keeper of the same. The tenant commits himself or herself to return the estate in the same conditions as he or she acquired it, within the normal use-related deterioration limits, under pain of compensation for damages. The tenant shall commit himself or herself to comply with all condominium regulations, if any, by signing a copy of this contract, and also agrees to comply with the decisions jointly taken by the condominium assembly. In any case, the tenant shall not behave and perform acts which may be regarded as improper, unbecoming, unfitting or inconvenient by the other residents of the building.

³ The tenant who, being entitled to a mobility grant, both for study and placement purposes, should spend a period abroad for a limited time, shall have the right to let the dwelling to another student, for the whole duration of the mobility period, and shall notify the landlord accordingly by registered letter.

⁴ The tenant(s) has the right to terminate the contract for good cause, by giving notice by registered mail at least three months in advance. Such option is also granted to one or more signing tenants, and in this case, starting from beginning of the fifth month after the notice date, the remaining tenants shall bear and share the costs attributable to the withdrawn tenant, up to 50% of the total amount, until another tenant undersigns the contracts, replacing the withdrawn party.

At the end of the rental period, any damaged parts, furniture or equipment shall be replaced by the tenant; any unrepairable appliance or part shall be substituted. Therefore, the tenant commits himself or herself to perform fair and constant maintenance. Similarly, the tenant shall perform routine maintenance on the air conditioning and vacuum appliances.

According to the state of the estate, pursuant to art. 1590 of the Italian Civil Code, the parties agree on the following:

.....
.....
in compliance with the content of the delivery report. (4)

Article 11
(Modifications and damages)

The tenant shall not perform any modification, enhancement, improvement or addition to the rented premises and to their use, or to existing appliances, without written consent by the landlord.

The tenant expressly relieves the landlord from any direct or indirect responsibility that may result from events connected or caused by the landlord's employees, as well as from service interruptions.

Article 12
(Assemblies)

The tenant has the right to vote, in his or her landlord's stead, during the joint owners meeting, concerning expenditures and the management of heating and air conditioning services. The tenant enjoys the right to intervene, without any voting right attached, on the decisions related to the modification of other shared services.

Regulations on the heating and air conditioning management shall be applied also if the premises are not part of a condominium. In this case (and in compliance with the provisions of the Italian Civil Law on the condominal assembly), the tenants gather in a special meeting, convened by the landlords or at least three tenants.

Article 13
(Fixtures and fittings)

If a main TV aerial is installed on the building, the tenant is required to use such device only and shall be required to remove or destroy any additional aerial he or she should install in the single dwelling, being fully changed for such removal or destruction. The tenant shall only be entitled to the rights provided for by the law.

With regard to the centralised heating systems, if any, the regulations provided for in Presidential Decree No 412/93, with particular reference to Article 11, par. 2, of the said Decree shall apply.

Article 14
(Access)

The tenant shall facilitate access to his or her premises to the landlord, the Administrator and their representatives (or any other proxy).

Should the landlord intend to sell the rented estate, the tenant shall allow that the property be visited once a week, for at least two hours, except holidays, or according to the following modality:

.....
.....

(4)

Article 15
(Conciliation Commission)

The Conciliation Commission provided for in Article 6 of the Decree of the Ministry of Infrastructures and Transport and the Ministry of Economy and Finance, issued pursuant to Article 4, paragraph 2 of Law No 431/98, consists of five members, including four members from the parties signing the Territorial Agreement, on the basis of their competencies, namely, the landlord, the professional associations, the tenant and the trade unions⁵ and a fifth member - acting as chairman - chosen by the above-mentioned parties, should they consider it appropriate.

The request for the Commission's assistance does not result in an interruption of contractual obligations.

Article 16
(Miscellanea)

To all the intents and purposes of this contract, including notification of execution and legal action proceedings, the tenant chooses the rented premises as his or her domicile. In the event that such premises are no longer occupied or accessed to by the tenant, the domicile shall automatically be moved to the local municipality secretariat.

Any modification of this contract may not take place, nor confirmed, in any form other than written.

The landlord and the tenant shall perform all relevant actions as provided for in Law No 675/96, by informing the competent offices on the status of the rental agreement.

For any other matter not covered by this contract, the parties refer to the Civil Code provisions, Laws No 392/78 and No 431/98, or otherwise to the applicable law and local custom, and to the ministerial regulations issued under Law No 431/98 and the agreements referred to in Articles 2 and 3.

Other provisions.....

.....
.....

Read, approved and signed

....., on

The landlord

The tenant

⁵ In addition to the Associations signing the Territorial Agreement (L. No 431/98), if the tenant is a foreign student, the Erasmus Student Network (Sassari branch) may act as formal representative in his or her behalf. The same applies to the President of the Student Council or the student representative of the ERSU Board of Directors, in case of national students.

Under Article 1342, par. 2, of the Italian Civil Code, the parties specifically approve Articles 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 of this contract.

The landlord

The tenant

NOTES

(1) For natural persons, please provide: name and surname, place and date of birth, address and social security number (tax code). For artificial persons, please provide: name, location, tax code, VAT, registration number to the Chamber of Commerce, as well as name, surname, date and place of birth of the legal representative.

(2) The service is optional.

(3) ID: type and details. All data must be reported in the form submitted by the landlord to the Police Station, in compliance with Article 12 of Decree-Law No 59 of 21 March 1978, ratified by Law No 191 of 18 May 1978. If the tenant is a non-EU citizen, the Police shall be informed, in compliance with Article 7 of Legislative Decree No 286/98.

(4) Delete if not applicable.

(5) The minimum duration is six months and the maximum duration is thirty-six months.

(6) A maximum of three months.