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APPARTAMENTO "alla VOLTA di Napoli"

locazioni brevi in forma privata per uso turistico & lavorativo

www.ospitalitacampana.it



contract form

With this contractual form prepared by one of the parties in two originals, the following gentlemen:

- **GORRUSO VINCENZO**, born in Naples on 17/1/1968, resident in Naples at via Ponte di Tappia n° 47, tax code GRRVCN68A17 F839N, E-mail: info@ospitalitacampana.it, electronic identity card n. CA93876NO issued by the municipality of Naples on 01/12/2022 with expiry date 17/1/2032, in the capacity of legal usufructuary of the property in Naples at via San Giovanni Maggiore Pignatelli n° 48, on the mezzanine floor of the private staircase with access from the second entrance hall of the building (plot 165 subaltern 95, of sheet 1, urban section SGU, of the land registry of the municipality of Naples), hereinafter referred to as lessor; and Ms./Ms.

(last name of the person who made the reservation) _____ (name) _____

of citizenship _____,

born in (foreign country or Italian city) _____ on _____

resident in _____ at street no. _____

document type _____ n° _____

place of issue (foreign country or Italian city) _____

release date _____ expiry date _____;

hereinafter referred to as the tenant;

IT IS AGREED AS FOLLOWS:

1. Object.

The lessor leases to the lessee, who accepts in the same state of fact and law in which it is found, the above-mentioned real estate unit, consisting of a living room/bedroom with kitchen and a bedroom plus services, fully furnished. In particular, inside the apartment there are:

IN THE BEDROOM: a double iron bed; 1 double bed set: mattress cover/top/spring sheet/sack sheet/2 pillows with pillowcases; ___ set of towels (1 shower towel, 1 large towel and 1 small towel); 2 bedside tables with lamps; a chair/stepladder; gas heater; 1 TV/monitor; 1 CD player with 3 speakers; books; Mickey Mouse collection and other children's books; wardrobe containing: 2 bed pillows with pillowcases/1 sack and 2 summer quilts; clothes hangers; iron;

IN THE LIVING ROOM/KITCHEN: 1 double sofa bed with 2 sofa cushions; ___ double bed set: mattress cover/top/sheet; ___ towel set (1 shower towel, 1 large towel and 1 small towel); 2 glass-top tables; 4 iron chairs; 1 red lamp; 2 hand-painted pieces of furniture; Neapolitan nativity scene; 1 emergency lamp; modem; gas detector, wall blackboard; kitchen complete with accessories (glasses; cups; cutlery; 1 set of green pots and pans with red handles; green and white plates); refrigerator; 2 moka pots; toaster; oven; kettle; dishwasher kit (tray with detergents); wet bin;

IN THE ENTRANCE: baby kit consisting of: high chair and changing set (on display); foldable travel cot and IKEA baby bath tub for babies up to 1 year old (in storage room); chest of drawers containing: spare sheets and towels, tools, hardware, household and washing machine detergents; umbrella stand with 1 umbrella; 1 computer with monitor, light bulb; 1 wall mirror; 4 wall hangers;

IN THE BATHROOM: 2 toilet paper dispensers, 3 soap dispensers, 1 paper towel dispenser; steam vacuum cleaner; washing machine; make-up mirror; 4 recycling bins; plastic chest of drawers; 1 broom, 1 dustpan, 2 cloths and 1 bucket for house cleaning.

2. Rights and obligations.

The tenant has the right to: enjoy the property for residential use exclusively for tourist purposes together with

(surname of 1st companion) _____ (name of 1st companion) _____ (any family relationship) _____ of citizenship _____ born (foreign country or Italian city) _____ on _____,

(surname of 2nd companion) _____ (name of 2nd companion) _____ (any family relationship) _____ of citizenship _____ born (foreign country or Italian city) _____ on _____,

(surname of 3rd companion) _____ (name of 3rd companion) _____ (any family relationship) _____ of citizenship _____ born (foreign country or Italian city) _____ on _____,

with which he has exclusive possession and to use all the movable goods present in the apartment, leaving them in the same conditions of use in which they are found;

The tenant is obliged to: not sublet or grant to third parties on a precarious and/or temporary basis, even in the form of hosting other people, the enjoyment of the property, under penalty of automatic termination of this contract; conserve and diligently guard the property and the aforementioned movable goods contained therein; return it at the end of the contract in the state of fact and law in

which he/she received it; respect the rules of use indicated on the monitor at the entrance; report to the lessor/owner via whatsapp to be sent **EN AFTER 8 PM ON THE DAY OF ARRIVAL:** cleaning problems also of sheets and towels, any defects of the property, the lack of objects listed above, faults of appliances and boiler. In case of dispute regarding sheets and towels, the owner may authorize the use of new packs of sheets and spare towels. In case of use of the same without reporting and authorization within said period, the tenant will have to pay a supplement of € 1.50 for each spare item of linen used.

This contract is signed for a fixed term, for the duration of ____ day/s and ____ night/s in the period

FROM _____ **TO** _____ **2025**

and upon expiry it will cease without the need for any cancellation, which is considered to have already been given, with the obligation of the tenant/renters to return the property to the landlord or to a person delegated by him by 10:00 am.

4. Fees and expenses.

The rent is agreed upon in

Euro _____ **(** _____ **)**

The lessee must pay in cash at check-in the tourist tax of € 3.00 per night for each adult (except in the case of booking through the AIRBNB platform which collects the tax on behalf of the municipality of Naples at the time of advance payment of the amount calculated for the entire stay).

The lessor will remain fiscally responsible towards the municipality of Naples to which he must pay the tourist tax in the name and on behalf of the lessee.

The costs relating to utilities are the responsibility of the owner/lessor, without prejudice to the owner's right to recover them, but of the excess attributable to consumption that exceeds the normal diligence in the use of the property. For this purpose, the apartment is equipped with an electricity consumption meter, the location of which the guest can request to carry out readings and checks.

5. Consent to WhatsApp and email communications during the stay.

The tenant and the landlord mutually authorize each other to communicate with each other, for the entire duration of the stay, through whatsapp messages that they can send at any time and by replying as soon as they read the message, between the mobile phone number +39 3772880924 of which Mr. Gorruso declares to be the owner and the mobile phone number _____ provided by the tenant who declares to be the owner.

6. Consent to the surveillance of the stairwell by means of a private video camera and image processing.

The tenant gives consent, both for himself and for the members of his family/group, including any minors, to the recording of his/her images by means of a private surveillance camera installed, for security reasons, in the stairwell which is not shared but privately owned by the three apartments corresponding to the three stairwell doors. These images can only be viewed by the three co-owners of the staircase, they can only be used for the purpose of identifying any intruders, responsible for illegal acts and violations of the rules of good manners and coexistence, they will be stored in digital format until the end of the stay and deleted if, during the stay, none of the above events have occurred. The person responsible for the storage and deletion of the images is the owner Vincenzo Gorruso who will make the images available to the tenant if he/she or one of the members of his/her family/group were to suffer illegal acts in the stairwell.

7. Consent to WhatsApp communications after the stay.

The tenant _____ authorizes the use of the aforementioned WhatsApp number even after the stay and only for information/promotional purposes of the short-term rental activity of the apartment in which he/she is hosted, tato/ae of other properties owned by Mr. Gorruso, or also to be informed of cultural/educational/recreational events organized privately at such properties. The same may interrupt communications at any time by sending a denial message by the same means.

8. Regulatory referral.

For anything not expressly provided for in this contract, the parties declare that the provisions of the civil code on general leases (articles 1571 et seq. of the civil code) and on contracts concluded using forms and templates (article 1342 of the civil code), the tax regulation on short-term leases (article 4 of Legislative Decree 50/2017), art. 53 of the Tourism Code as well as local customs are applicable.

9. Tax burdens and competent court

This contract, having a duration of less than 30 days, is not subject to registration but the related fee will be subject to taxation through the application of the flat-rate tax on the income obtained.

For any dispute relating to this contract, the parties recognize the court of Naples as having jurisdiction.

10. Sending and signing the contract form.

This contract form has been prepared in two originals in both the Italian language and the French language of the guest's nationality and is read, approved and signed at the subject apartment on _____ at _____.

The owner/landlord

Vincenzo Gorruso

The tenant