

SHORT-TERM HOLIDAY RENTAL AGREEMENT

(By effect of sect. 1, para. 2, lett. c - Law December 9th 1998 n°431)

- Between SEDEL srl, Head Office in Ragusa, Contrada Conservatore cpa 375, VAT number 01118170883 – as owner of **HomeInSicily.com** brand – here represented by sole administrator Vito Noto, as tenant of the brand which for the sake of brevity we will define **HS**
- And Mr./Mrs. _____, living in (Town / Nation) _____ / _____, street _____ Postal Code _____ NI _____, which for the sake of brevity we will define “Tenant”.

Given that

- **HS** conducts touristic promotion activity of renting private property, sublease and their management;
- By virtue of the proxy, the property owner, authorized **HS** to promote, on behalf of self-same, the end of short-term holiday rental agreement and their management;
- The “Tenant”, by booking request sent to **HS** on _____, showed his willingness to rent Villa _____ in _____, street _____, n° _____ as referred into the attached “booking form”.

now, therefore, the parties hereby agree as follows

1. Preambles – The preambles and the attached “booking form” are part of this short-term holiday rental agreement.
2. Life span – The agreement is stipulate for the life span shown in the attached “booking form” and it will cease without cancellation. It won't be automatically renewed at its expiration.
3. Agreement purpose – The villa in this agreement must be used with touristic end and used as residential building with no other function.
4. Ban of sublease, extended loan and/or non authorized access from other people:
 - a. In the housing unit can reside, in addition to the tenant, the people listed in the “booking form”. The tenant is forbidden to extend the loan of the housing unit granted to lease to people non authorized or not included in the “Booking Form”;
 - b. The tenant is forbidden to sublease or on a gratuitous loan the entire, just a part or temporally the housing unit granted to him/her;
 - c. The tenant is forbidden to allow the access to the housing unit to third parties who perform external service, least of all provide them with the housing unit keys and/or the gate remote control, without the pre-authorization from **HS**.

The breach of the above point a, b and c, of this agreement, will involve the dissolution, the loss of the deposit and the payment of the entire period of renting at the expense of the tenant, without prejudice to indemnity for any greater injury suffered.

5. Payment method – The tenant, signing this agreement, take on pay at **HS** the rent, including guest usage (water, electricity, gas, cleaning etc.) and extra pay, if asked, according to the payment method written in the “booking form”. Other extra services not previously asked, will be directly charged on site to the tenant. In case of violation of this clause **HS** will have the right to hold back the amount paid by the tenant and also to demand the immediate payment of the amount agreed, without prejudice to indemnity for any greater injury suffered. The balance of the total amount has to be paid at the check-in time. **HS** will not authorize the access at the housing unit without the final payment. Payment not in Euro, will be up for commission of €20,00. No cheques are accepted.
 - a. The deposit can be paid by PAYPAL or bank transfer (SEDEL srl – 97100 Ragusa – BANCA AGRICOLA POPOLARE DI RAGUSA - IBAN IT12J0503617001CC0011028125 – BIC/SWIFT POPRIT31001)
6. Property's condition – The tenant take on hand back the housing unit to the landlord in the same condition as he had it. The tenant can't make changes, improvement or adding to the unit rented or the existent systems.
7. Security deposit – The security deposit of €300,00 has to be paid only by cash at check-in time and it will be used to pay the costs of any damage caused. The refund will be within 15 days after your departure, subject to the inspection if the status of the villa, the system, the furniture and related adjacent (household electrical appliances, furnishings, and other accessories), and also the observance of every obligation of this agreement.
8. Notification of flaws and complains – All complains have to be immediately reported to **HS** so that **HS** can take action in short time to solve the problem. Possible flaws have to be reported to **HS** no later than 48 hours from check-in.
9. Early termination – In case of check-out before the end of the time written in the “booking form”, no renting difference will be refunded, except for the security deposit referred in point 7.
10. Early exemption for damages caused by third party – The tenant discharge **HS** for every responsibility of personal injuries or damage to personal property incurred by third party
11. Swimming pool use – The tenant discharge **HS** for every responsibility of personal injuries or damage to people or things, deriving from the use of the swimming pool and from injuries to minors who constantly need to be



controlled by their parents or those who act in someone's stead, such as the only one responsible for their safety. For this reason, the tenant, as keeper of the unit rented and its adjacent lot, take on to respect and enforce, also the third party temporarily admitted by the tenant (if pre-authorized by **HS**), the guidelines of the swimming pool shown at the poolside and in the tenant's hands.

- 12. Animals – Please refer to **HS** if you have animals with you; **HS** will release the authorization if needed.
- 13. Check in/out – Check-in are from 3.30pm to 9.30pm, while check out are by 10.30am. If arrival or departure times are different it is necessary to get it over our offices in advance. If not previously authorized, early check-in or late check out will be charged to the tenant from the security deposit. Check-in after 9.30pm may be charged of €50,00.
- 14. Processing of personal data - The tenant declares that he is aware of the rights under Sect. 13 of law 675/96 and gives his consent to for his personal data to be used by **HS**.
- 15. Responsibility – The property owners are not responsible for damages or theft in the housing unit. **HS** is not responsible for acts or omissions for which it has no control. This includes car renting, airlines, transfers to/from airport or excursions. All the information regarding the housing units is those ones given from **HS**. No responsibility can be attribute to **HS** for changes at the information due to circumstances out of our control.
- 16. Services management – In order to regulate basic services related to the villa in question, it is noted that:
 - a. The garbage has to be trashed in the public garbage pail; if this doesn't happen, we will withhold € 20,00 for every garbage sac founded, at check-out time, from the security deposit;
 - b. The final cleaning is included in the total amount, however if at the end of your staying, the general sanitary condition would be improper and an extraordinary cleaning would be needed, this will involve the withhold of a quote from the security deposit.
 - c. Children must be supervised during the whole staying. For the italian's law, children are under parent's responsibility and they must control them the whole time.
- 17. Cancellation policy – The tenant can terminate this agreement in every moment before the signing and signature of the same. Every booking cancellation **must be notified in writing** from the customer. In case of cancellation from the customer or cancellation for failure to pay, penalty will be as follow:
 - a. By 60 days prior arrival, the deposit will be refunded;
 - b. From 60 and 30 days prior arrival, the deposit will be charged;
 - c. From 30 to 15 days prior arrival, 50% of the total amount booked, will be charged;
 - d. From 15 days prior arrival or NO SHOW, 100% of the total amount booked, will be charged.

We suggest to our customer to draw up travel insurance to avoid severe loss in the event of cancellation.
- 18. Guarantee – To guarantee this agreement, the tenant has to convey credit card's data, authorizing **HS** of processing his personal data and the possible charging for cancellation referred in point 17.
 Credit Card n. _____ Type _____
 Card holder _____
 CCV _____ Expire date _____
- 19. Competent court – For any litigation, the only competent court will be the one of Ragusa.

Date, _____

Sedel srl – HomeInSicily.com

The tenant _____

The tenant declares to accept all the point in this agreement referred from point 1 to point 19, under sections 1341 e 1342 of the Civil Code.

Data, _____

The tenant _____