

# *General Conditions of Contract*

## *Roma Rentals SPQR*

### **1. Recitals**

The general conditions of contract set forth hereunder apply to the reservation relating to the Property selected by the Client and to all sorts of lease agreement for temporary purposes stipulated by and between the Customer and Roma Rentals SPQR for the Property Owners.

### **2. Booking steps and stipulation of Contract**

2.1. Selecting a Property: The client will be able to require information about availability and price of the selected Property by sending the enquiry form (hereinafter, the '**Booking Request**') to the Company, available on the web site [www.romarentals.net](http://www.romarentals.net)

2.2. Making a reservation: When the Client notifies the Company the intention of reserving the selected property, availability provided, the Company will promptly transmit the booking form (hereinafter, the "**Booking Confirmation**") e-mail, specifying the full address of the Property, the period of stay, the full rental fee, extra charges (if any), amount of booking fee and security deposit, payment forms and terms, N. of persons who may occupy the Property over the period. The booking form sets out in detail the terms and conditions of rental. The Client shall be asked to carefully complete the form with the requested details, accept the general conditions of contract regulating the booking in subject and return the signed form to the Company **within 24 hours** from receipt. Failing to follow any of the above-mentioned instructions shall make the Booking Confirmation null and void.

2.3. Stipulation of contract: The Contract shall be deemed as made and entered into upon receipt by the Company of the Booking Confirmation undersigned in accordance with the provisions set forth in the foregoing art. 2.2. Moreover, no contract between Client and Roma Rentals will come into existence until Roma Rentals receives the Booking fee payment or the evidence of it (see art. 3.1)

### **3. Rental fee, Booking fee and Balance**

3.1. The **Full Rental Fee** quoted in the Booking confirmation by the Company refers to the entire period of stay, quoted per month. Unless otherwise provided for in the Booking Confirmation, the said full price shall not include and not be limited to, final cleaning, electricity and gas, heating and water consumption, condominium fees, internet and telephone when applicable; this will be billed at end of contract, based on usage and apartment condition. Any reservation reflecting a check-in date within the first seven days of a calendar month and/or a check-out date on or after the twenty-third (23) day of a calendar month will be charged as a full month's rent, unless otherwise specified.

The **Agency Fee (if any)** is a part of the rental fee and is **due in advance in order to finalize the reservation** of the Property.

The **Balance** is the remaining cost of the Rental and is due upon **check in, payable in Euro Cash ONLY or if paying by wire transfer, bank transfer must be received at least 5 days prior to arrival date. Monthly rent due on due date stipulated on contract payable in Euro Cash ONLY\*\*\*UNLESS** agreed upon at pre-contract arrangements. Each late day will incur a 25.00euro per day fee.

The **Further Costs** are specified in the booking form in case the Client chooses our optional services (maid service and internet access).

3.2. The Client will provide for the payment of the price of the Property under the terms and conditions set forth in the Booking Confirmation.

### **4. Security deposit**

The Client shall be required to provide a deposit fee upon arrival pursuant to the terms and conditions set forth in the Booking Confirmation. It is understood that should the Property and/or furnishings be found to have been damaged by the Client, the Company will be entitled to retain

the said deposit, without prejudice to the Company's right to claim compensation for any further damage caused. If the apartment includes separate utility charges (gas, electric, internet, water) the final exit balance will be deducted from the deposit, this can usually take between 30-45 days after exit date, at that point, remaining security deposit will be returned via paypal.com or bank wire transfer to the clients' bank account.

## **5. Duration, withdrawal and cancellation**

5.1. Should the Client **cancel** the reservation prior to the start of location, the Company will be entitled to retain the deposit as set forth in the Booking Confirmation. In case of cancellation after the start of location the Client will lose the entire amount of rent for that month, agency fee and security deposit unless the Company is able to re-rent the apartment for the entire duration of the original contract, without any interruption in rents owed.

## **6. Replacement of the Property**

The Company may replace the Property with another of identical or superior quality for causes of force major or for any contingencies beyond its control, should the Company be unable to guarantee the Client use of the Property. If the Client, has reasonable and substantiated cause for refusing the Property offered by way of replacement, the Company will refund the Client the amounts paid less any nights stayed. No further amounts of whatsoever nature shall be due by the Company to the Client.

## **7. Arrival and departure**

7.1. The keys to the Property will be given *upon check in* to the Client by the Company's appointee, at such location and time as agreed by prior arrangement. The Client will give timely notice to the Company or the appointee for the Property of any delay. **Check in/out** hours are between 9 am and 7 pm; unless alternate arrangements have been made with the customer, any arrival or departure overtime or falling on a Sunday or any other Holidays and any delay without due notice will be charged **euro 25.00**.

## **8. Obligations of the Client**

8.1. The Client agrees that the maximum number of people entitled to occupy the Property is that set forth in the Booking Confirmation. Non-compliance with this obligation shall entail payment to the Company of a penalty equivalent to 30% of the overall price for the Property for each additional person in excess of the set number and/or loss of contract/apartment/100% of security deposit set forth by Company/Owners.

8.2. The Client undertakes to exercise due care and diligence in using the Property, refraining from any act which may damage the Property and/or cause damage to appurtenances thereof and/or annexed property and/or facilities contained therein. The Client also agrees not to cause any noise or nuisance, parties which would in any way disturb residents in neighboring properties

8.3. The Client also undertakes to return the keys of the Property in such manner as will be agreed with the Company.

8.4. The Client also agrees not to reproduce and/or give to third parties the keys of the Property and/or reveal to third parties any codes of access to the Property. Loss of keys will entail compensation of the cost of new locks and of 4 sets of keys. In the event that the client locks the keys in the property after business hours, then the client will be charged a **euro 50.00** fee for the unlocking of the property. The client agrees not to label the keys with the property address.

8.5. The Client also agrees to take reasonable care and adopt the necessary safety measures to avoid unauthorized persons from accessing the Property for the entire duration of his lodging period, as set forth in the Booking Confirmation. It is understood that should the Client fail to comply with the said obligation, the same shall be liable to the Company for any damage caused to the property and/or items contained therein.

## **9. Right of access to the Property**

The appointee and/or third parties appointed by the Company, identifiable upon request of the Client, shall have access to the Property to carry out any such repair and/or maintenance work as should be required. Except in an emergency, the Client will receive prior notice thereof.

**10. Pets**

Unless expressly authorized in writing by the Company, the Client shall not be allowed to have pets of any kind in the Property. If ok, Pet deposit is 250.00euro.

**11. Smoking**

Unless expressly authorized in writing by the Company, the Client shall not be allowed to smoke in the Property.

**12. Suspension of utilities**

The Company will not be liable to the Client for any suspensions/interruptions beyond its control of the electricity and/ gas and/or water supply. In case of said suspension of utilities for non payment by the client, the client will be responsible for any and all reactivation fees.

**13. Clause of termination by operation of law**

13.1. The Company may cause this Contract to be terminated by operation of law by sending the Client notice, in any of the following events:

- a) should the Client fail to pay the amount equivalent to a set percentage (down-payment) - as applicable in the specific case -, or fail to pay any portion of the said amount, or the full amount, as it refers to the Property by the due date and in accordance with the terms set forth in the Booking Confirmation or
- b) should the Client fail to pay the full balance of the price of the Property under the terms and conditions set forth in the Booking Confirmation or
- c) should the Client fail to pay the deposit set forth in the Booking Confirmation, pursuant to the terms and conditions set forth therein or
- d) should the Client's conduct be contrary to taking due care of the property (see art. 8).

13.2. In the cases designated by letters b) and c), the Company will be entitled to retain, by way of penalty, the percentage (down-payment) of the price for the Property previously paid by the Client in accordance with the provisions set forth in the Booking Confirmation. Any breach of contract will result in the loss of security deposit.

**14. Cleaning**

The Client agrees to leave the apartment and furnishings in a neatly order. There will be a one-time 50.00 - 300.00euros cleaning fee charged at time of booking/and/or exit. (Depending on situation of apartment/condition left.) If the client should request additional cleaning services during their stay, this can be arranged with a cleaning service. Information about the cleaning service will be provided upon request.

**15. Limitation of liability**

It is understood that, within the limits provided for by law, the amount of any compensable damage due to the Client under the Contract will not exceed the amount of the security deposit actually paid by the Client to the Company for the same Contract.

**16. Thefts**

The Company will not be liable to the Client for any thefts perpetrated. The client is responsible for the property within the location and any damages done in the event of a theft.

**17. Agency Fee**

Is based on a 10% calculation or a 1 month rental price, whichever is lower. This cost includes our services throughout the contract. The agency fee is not refundable.

Date:

Signature: