



TERMS AND CONDITIONS

1. Introduction

The Terms and Conditions set out below, represent an annex that regulates the terms and conditions applicable to any kind of Lease agreement between the RENTAL COMPANY Qualità Italiana S.r.l., headquartered in Rome (RM), Italy; Via Cristoforo Landino 9A, IT-VAT # 04578130967, and the RENTAL CUSTOMER, for temporary rental purposes and in respect of an assigned Real estate unit among those listed on the site www.mecenate84.it and booked by phone, fax or email beyond to the provision of additional services.

2. Definitions

In these Terms and Conditions, "COMPANY" means the Rental Company Qualità Italiana S.r.l.; "CUSTOMER" means the rental Customer: person, Firm, Company or Enterprise, with whom the Lease agreement is stipulated and to which the invoices of the COMPANY are addressed to; "LEASE AGREEMENT" means the Lease agreement or contract relating to the concession in use to third parties of one of the Real estate units as well as the provision of the related additional services, drawn up in the form that the COMPANY will deem, from time to time, more compliant; "REAL ESTATE UNIT" means the Real estate unit for exclusive use better described in the Lease agreement; "SERVICES" means the services better described in the Lease agreement and/or its annexes.

3. Booking, Signing of the Lease agreement and methods of payment

3.1. To select a Real estate unit, the CUSTOMER must first ask information about the availability, prices and characteristics and related Services, by contacting the COMPANY directly in the following ways:

- By phone at + 39 3482621673 also via Whatsapp or Telegram.
- By electronic mail (email) at info@mecenate84.it
- By filling out the appropriate form (FORM) on the site www.mecenate84.it on the "Contacts and Bookings" page

This request does not imply any commitment neither for the CUSTOMER nor for the COMPANY.

3.2. If a Real estate unit is available, the COMPANY will send a detailed estimate to the CUSTOMER by fax or email (email). The quote will become valid only if the CUSTOMER accepts it on the same day of receiving it and if, in the next 24 hours, he will pay a deposit (booking fee), in the ways and terms indicated in the following point 3.5, usually equal to 40% of the price specified in the quote itself or equal to a percentage agreed with the COMPANY. When the COMPANY receives the funds, it will immediately send a Lease agreement to the CUSTOMER containing, in particular:

- A. The description and details of the available Real estate unit to assign;
- B. The indication of the period of use, and of the +short-term rental purpose of the stay, as indicated by the CUSTOMER;
- C. The indication of the maximum number of people who can stay in the Real estate unit;
- D. The indication of the total price requested for such use;
- E. The indication of the already paid Booking Fee (Deposit);
- F. The indication of the security deposit required for the Real estate unit;
- G. The description of the Services provided by the COMPANY with the specification of those included in the Price and those excluded;
- H. The description of any Additional Services that the CUSTOMER may request and the price of it.
- I. The allowed payment methods.

The Quote sent is equivalent to a simple offer made by the COMPANY, therefore if it's not accepted by the CUSTOMER within the aforementioned terms and/or if the COMPANY did not receive the receipt of the booking fee (deposit), it will be considered devoid of any effect and will not be binding in any way for the parties.

3.3. The CUSTOMER must therefore follow the following process to make the reservation:

- A. **Accept the estimate sent by the COMPANY within the terms provided. Acceptance can be sent via email, fax, Whatsapp, Telegram or made by telephone using the numbers and addresses listed above.**
- B. **Pay the booking fee (deposit), within the next 24 hours from acceptance, in the manner and terms set forth in point 3.5 below. In case of a bank transfer, the CUSTOMER must send a copy of the receipt to the COMPANY, always using the details listed above.**
- C. **Carefully read the Lease agreement, which the COMPANY will send after receipt of the funds, fill it in all its parts adding the missing data, sign EVERY page where shown and send it back by email to amministrazione@mecenate84.it.**
- D. **Carefully read these terms and conditions also published on the site www.mecenate84.it on the "Terms and Conditions" page, or sent by fax or email, and sign EVERY page for acceptance where shown.**

3.4. The conclusion of the Lease agreement is subject to the acceptance and signing of it by the COMPANY and, pursuant to art. 1326 of the Italian civil code, upon knowledge of the acceptance by the CUSTOMER. The sending of the acceptance to the CUSTOMER can be done by fax, by email or by post, using the details provided by the CUSTOMER himself.

3.5. All payments to the COMPANY can be made by bank transfer. The bank details to be used for payments made by bank transfer are the following:

- **Banco di Desio e della Brianza, Branch n° 5 of Cusano Milanino (MI) - ABI 03440 - CAB 33080 - CIN S - c / cn ° 13081/00/5 - IBAN IT83B034403308000001308100 - HOLDER: QUALITA' ITALIANA SRL**

4. Price, Extra Costs, Reservation fee, Balance, payment and any delays

4.1 The Price shown on the estimate and subsequently on the Lease agreement, it's meant for the use of the Real estate unit for the entire period. In case of a Lease agreement with perpetual renewal, any new conditions and price will be communicated from time to time by email or by any other above-mentioned methods and the communication will be valid as a new Lease agreement. It is understood that, unless otherwise provided in the Estimate and in the Lease agreement, the price will always be understood as inclusive of initial and final cleaning (with the exception of what is provided for in Article 9.1 below), condominium expenses, energy and gas consumption, heating, water and Wi-Fi internet use. In the event that the costs of electricity and gas are not included in the price, at the time of check in and check out, the staff appointed by the COMPANY, will read the meters and define the price of the other costs which are not included. The average cost per Kw of electricity is € 1.00 + VAT, while the average cost of a cubic meter of gas is € 1.50 + VAT. The payment of both consumption and other costs, not included in the price, will in this case be paid by the CUSTOMER to the COMPANY at the time of release of the Real estate unit, with the methods provided in the previous article 3.5. In case of non-payment by the CUSTOMER, the amount will be deducted from the Security Deposit as specified in the following article 5.

The Extra Costs, if not already included and therefore specified in the Estimate and in the Lease agreement, represent the amount due by the CUSTOMER for optional Additional Services, such as for example: daily or weekly cleaning, supply and/or change of towels, linen and sheets, laundry service, shopping service, as requested by the CUSTOMER via email.

The Booking Fee or Deposit corresponds to a down payment on the total Price that the CUSTOMER must pay within 24 hours from the acceptance of the contract proposal by the COMPANY, using the methods provided in the previous article 3.5.

The Balance, which corresponds to the difference between the total Price, any extra costs, the Booking fee or Deposit, and all other fees and payments for any type of contract, including the one opened with perpetual or tacit renewal, with a maximum duration of 12 months, as usual, unless otherwise indicated in the Estimate and in the Lease Agreement, must be paid within 7 days from the period of use of the Real estate unit.

4.2. The CUSTOMER expressly undertakes to pay the Price and all the fees relating to the Real estate unit under the terms and conditions set forth in the Lease agreement.

4.3. The CUSTOMER cannot delay the payment of any fees due to the COMPANY and specified in the Lease agreement. Failure to pay at the agreed deadline gives the right to the COMPANY to terminate the Lease agreement, pursuant to Art. 1456 of the Italian Civil Code, establishing now and for then by express agreement between the parties, that if the above mentioned occurs, the COMPANY is authorized as of now by the CUSTOMER, to change the locks or any access code of the Real estate unit, considers the Lease agreement terminated, take possession of the Real estate unit and put everything that is inside owned by the CUSTOMER in a warehouse, at his expense. The cost of the deposit is established by mutual agreement in € 30.00 + VAT per day. It will then be the responsibility of the defaulting CUSTOMER to request to be able to collect his things no later than 10 (ten) days from the storage in the warehouse. After this deadline, the COMPANY is no longer due to the CUSTOMER and any assets owned by him will be considered abandoned and the COMPANY will therefore be able to dispose of it. In the event of non-payment of the warehouse cost, the CUSTOMER by express agreement, hereby authorizes the COMPANY to withhold the amount due from the Security Deposit, the COMPANY can also withhold the cost of any damage caused to the Real estate unit, furniture and common parts of the building. In the event that the amounts already paid by the CUSTOMER and the security deposit are not enough to cover the above-mentioned amounts, the COMPANY may entrust the credit recovery activities to an external company or a trusted lawyer, until an injunction of payment by a judge shall be made. The reimbursement of procedural and legal costs will be borne by the CUSTOMER.

The CUSTOMER for the above-mentioned happenings, renounces from now on any claim for compensation of any kind against the COMPANY.

5. Security deposit

The CUSTOMER will pay a security deposit, non-interest bearing for the CUSTOMER, and it will be due at the same time as the payment of the balance of the price, under the terms and conditions provided in the Lease agreement. This security deposit will be returned in full to the CUSTOMER by the COMPANY, or by any of its representative, within 10 working days from the termination of the lease, from the return of the Real estate unit, the keys of it and any other accessories, after verification of the closure of all due payments. The refund will be made by bank transfer or other agreed method, upon communication, by the CUSTOMER, of the bank details, without prejudice to any deductions in case of ascertainment of damage caused by the CUSTOMER to the Real estate unit, to the furniture, to the common parts of the building or in the event of energy consumption exceeding the amount indicated in the previous article 4.1 and the subsequent art. 9.1.

It is understood that in case of ascertainment of damage caused by the CUSTOMER, the COMPANY will have the right to withhold the aforementioned Security Deposit,



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without prejudice, in any case, to its right to compensation for any greater damage.

6. Duration, cancellation, termination, extension and renewal of the Lease agreement

6.1. The duration of the Lease agreement, whether perpetual or not, will be shown in it.

6.2. In the event of cancellation of the Reservation after the conclusion of the Lease agreement, in the ways shown in the previous art. 3.4, and for a period of use that has not yet begun, the COMPANY will have the right to the following fees:

- With notice of more than 15 days from the beginning of the period of use of the Real estate unit, the COMPANY will have the right to withhold the entire amount of the booking fee;
- With notice equal to or less than 15 days from the beginning of the period of use of the Real estate unit, the COMPANY will have the right to withhold the entire amount of the booking fee plus 50% of the balance, art. 4.1.
- With notice equal to or less than 7 days before the start of the period of use of the Real estate unit, the COMPANY will have the right to withhold the entire amount relating to the booking fee plus 100% of the balance, art. 4.1., Without prejudice to the right to compensation for any other damages.

6.3. In the event of early termination of the Lease agreement concluded and therefore with a period of use already begun, the COMPANY will be entitled to the following fees:

- For contracts lasting from 3 days to one month, the CUSTOMER will not have the right of early termination.
- For contracts lasting more than one month up to 6 months, the CUSTOMER will have the possibility of early termination of the rental contract by means of a written notice of cancellation with at least 1 months' notice.
- For contracts with a duration of more than 6 months, the CUSTOMER will have the possibility of early termination of the rental contract by means of a written notice of cancellation with at least 2 months' notice.

In the event of early cancellation by the CUSTOMER within the times and in the manner mentioned above, the COMPANY will request payment of the total sum of the period used. In the event that the termination is not made within the aforementioned times, the CUSTOMER will have to pay the total price shown on the Lease agreement for the entire period defined therein.

6.4. The COMPANY at its sole discretion, regardless of the duration of the Lease agreement, will have the possibility to terminate the lease agreement by means of a written notice of cancellation with at least 21 days' notice.

6.5. In the event that the CUSTOMER wishes to renew and therefore extend the period of stay beyond that defined in the Lease agreement, he must notify the COMPANY within and no later than 15 days from the expiry of the relevant period. This extension request does not represent a reservation as the COMPANY reserves the right to accept it or not based on the reservations in place at the time it receives it.

6.6. All notices of cancellation, termination, withdrawal, extension and renewal must be sent in writing to the COMPANY by fax, registered letter with return receipt or email and will be considered effective from the date of receipt of it by the COMPANY.

7. Replacement of the Real estate unit and possible reimbursement

7.1. The COMPANY, at its sole discretion, reserves the right to replace the booked or already in use Real estate unit at any time with another similar or of a quality equal to or higher than that assigned one to the CUSTOMER if, for reasons not due to its will, or independent of its will, the assigned Real estate unit conditions are not able to ensure the CUSTOMER enjoyment of it and the related services. In this case, the CUSTOMER cannot refuse the Real estate unit offered as a replacement.

7.2. If the COMPANY, for reasons of not due to its will or beyond its control or due to lack of availability of other Real estate units, could not replace the assigned Real estate unit, the Lease agreement will be considered automatically terminated and the COMPANY will reimburse the CUSTOMER the sum corresponding to the cost of the period not yet enjoyed.

The CUSTOMER for the above mentioned articles 7.1. and 7.2., renounces as of now any claim for compensation of any kind against the COMPANY.

8. Arrival, delays and departures

8.1. The keys or any codes of the Real estate unit will be delivered to the CUSTOMER by the person in charge of the COMPANY on the day foreseen by the Lease agreement in the place and time previously agreed and usually not before h. 16.00. Any delays must be promptly communicated to the COMPANY and/or to the person in charge of the Real estate unit. On the day scheduled for the release of the Real estate unit, the CUSTOMER must leave it free from people and personal things by 11.00 am. Failure to comply with the release time of the Real estate unit will result in an additional cost equal to one day's rent.

8.2. Consistent delays of more than 3 hours, or without notice, and check in or check out outside the scheduled time and on holidays, will entail an extra cost based on what is better specified below:

- weekdays (Mon - Fri) before h. 16.00 or after h. 7.00 pm (until 10.00 pm) => € 20.00 + VAT
- weekdays (Mon - Fri) from h. 22.00 to h. 24.00 => euro 40.00 + VAT
- weekdays (Mon - Fri) after h. 24.00 => euro 80.00 + VAT
- public holidays from h. 09.00 to h. 19.00 => € 20.00 + VAT
- public holidays before h. 9.00 and from h. 19.00 to h. 22.00 => euro 40.00 + VAT
- public holidays after h. 22.00 => euro 80.00 + VAT

Check in before 16.00 are not guaranteed.

In case of delays, check in after h. 22.00 are not guaranteed.

In the event that the CUSTOMER fails to occupy the Real estate unit from the effective date of the Lease agreement (delays, strikes of transportation, personal reasons, etc.), he will not be entitled to any refund from the COMPANY. The determinations referred in this paragraph are also applied for the release operations of the Real estate unit.

8.3. About the Real estate unit, the parties acknowledge that it corresponds to the description of a delivering report that the parties will sign upon delivery of the keys. The CUSTOMER also declares that the Real estate unit, its furnishings and accessories are in good condition and suitable for his use, undertaking to return them, upon expiry of the lease, in the same condition. However, the CUSTOMER, has the right to report, in writing, observations, inaccuracies or complaints to the COMPANY no later than 24 hours from arrival. All complains that will arrive after the above mentioned time, will not be valid and any reports received by the COMPANY after this time limit will be considered as not accepted.

9. Obligations of the CUSTOMER

9.1 The CUSTOMER undertakes to occupy the Real estate unit for the period of time agreed and reported in the Lease agreement, committing as of now, in case of non-extension or renewal of the Lease agreement, to leave it free at the expiry of this period and also to:

- A. clean the dishes and kitchen materials used by him;
- B. empty the refrigerator / freezer of all foodstuffs;
- C. throw his waste in the appropriate condominium bins respecting the rules in force for its disposal.

In the event of non-compliance, even with just one of the previous activities referred to in letters A, B and C, an Extra Cost of € 40.00 + VAT will be charged, which will be retained from the Security Deposit (Article 5), all within and no later than 11.00 a.m., If this does not happen, the CUSTOMER hereby authorizes the COMPANY to deposit everything he owns in a warehouse and therefore undertakes to pay a sum equal to € 30.00 + VAT per day. It will then be the responsibility of the CUSTOMER to request the collection of the things owned by him no later than 10 (ten) days from the deposit. After this period, nothing is due to the CUSTOMER by the COMPANY and any stuff owned by him.

The CUSTOMER for the advent of the above, renounces from now on any claim for compensation of any kind against the COMPANY.

9.2. The CUSTOMER of a Real estate unit undertakes not to allow the continuous stay in the Real estate unit of a number of people higher and/or different than those shown in the rental contract. Failure to comply with this obligation will result in the application, in favor of the COMPANY, of a penalty equal to 30% of the total price of use of the Real estate unit for each person in excess and/or different from those declared. At the time of check-in, or in advance by fax or email, the CUSTOMER, for each person, minor or adult, who will use the Real estate unit, must show valid identification documents (passport, identity card, driving license, permit of residence for foreigners, exc.) by giving a copy to the COMPANY or to one of its appointees. The CUSTOMER expressly declares that each cohabiting person/employee is regularly present on the Italian territory as an Italian citizen or, in case of a foreign citizen, in compliance with the rules of public security (any visa or residence permit) by directly assuming the responsibility for all documents necessary for regularity.

9.3. The CUSTOMER undertakes to use the Real estate unit and the balcony with care, keeping them clean and in perfect condition, refraining from any act that could cause any damage to the Real estate unit and/or its appurtenances and/or its annexed structures and/or the assets contained therein. The CUSTOMER is the custodian of the Real estate unit and will be liable in the event of deterioration, even if resulting from a fire, if he does not prove that it occurred for reasons not attributable to him. It is forbidden to make changes of any kind both to the premises and to the gas, electricity, water, TV and heating systems.

For any repairs or replacements within the Real estate unit, the CUSTOMER is obliged to contact the COMPANY Management office which will restore it as soon as possible, charging the cost to the CUSTOMER. Responsible Customers are also charged for the expenses necessary to repair the damage caused by negligence, or misuse of the premises and facilities of common utility, even if caused by family members or by any person admitted even temporarily in the Real estate unit. The CUSTOMER undertakes to empty the bin that collects the waste water from the air conditioner located on the balcony.

9.4. The CUSTOMER also undertakes to use the Real estate unit in full compliance with the Condominium Regulations and the rules of good neighborliness. It is forbidden to use the Real estate unit for illegal acts or prostitution.

9.5. Furthermore, each CUSTOMER undertakes to carefully keep and return the keys of the Real estate unit supplied, according to what has been agreed with the



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The CUSTOMER undertakes not to reproduce and/or deliver the keys of the Real estate unit to third parties and or to disclose any access codes to third parties. The loss of the keys or the breakage of the lock entails the reimbursement of the cost of a new lock and of 5 new sets of keys equal to Euro 250.00 + VAT by the CUSTOMER who caused the damage, without prejudice to compensation for any further damage.

9.6. The CUSTOMER undertakes to observe, for the entire period of use defined in the Lease agreement, the ordinary precautions and safety measures aimed to prevent the entry of strangers into the Real estate unit and its preservation from atmospheric events. It is understood that in the event of non-compliance with this obligation, the negligent CUSTOMER will be responsible for any damage caused to the Real estate unit and/or to the goods contained therein.

10. Prohibitions to the CUSTOMER

10.1. The CUSTOMER is forbidden to sublease, transfer, even partially, and prohibit the change of intended use, confirming that this Lease agreement has as its purpose the transitory enjoyment as specified in art. 1 in the introduction.

10.2. The CUSTOMER is prohibited from occupying common spaces outside the Real estate unit with stuff and objects that are not attributable to him. It is also forbidden to place fixtures, plates, signs, curtains of any kind and air conditioners outside the rented unit unless prior authorization from the COMPANY. It is also forbidden to install radio or TV antennas on the balconies and facades of the building.

11. Access, audits and inspections

The COMPANY may inspect or have the rented Real estate unit inspected by people authorized by it at any time, upon telephone notice and in case the CUSTOMER is unreachable, specifying that any anomalies and/or damage in the Real estate unit or to the furniture, will be immediately repaired by the Management and will be reimbursed by the CUSTOMER no later than 10 days from the inspection. The CUSTOMER is also obliged to grant access to the COMPANY or to persons authorized by it at any time using its own set of keys.

12. Animals

Unless expressly authorized in writing by the COMPANY, it is absolutely forbidden to have house animals of any kind and species within the Real estate unit. The COMPANY reserves the right to terminate the Lease agreement and request compensation for any damage if the CUSTOMER, in contravention of this prohibition, accommodates any species of animal causing disturbance to neighbors and/or damage to parts of the furniture.

13. Suspension of utilities

The COMPANY will not be liable towards the CUSTOMER for any suspensions and/or interruptions and/or irregularities of the services due such as electricity, gas and water, for unforeseen causes and for the replacement, repair, adjustment and maintenance of the implants or for reasons beyond its control. The COMPANY, in the event of non-payment of the price due, pending or damage, is expressly authorized to suspend the supply of electricity and gas at any time.

14. Express termination clause

14.1. The COMPANY will have the right to terminate the Lease agreement at any time by simple written communication to be sent to the CUSTOMER, also by fax, upon the occurrence of one or more of the following conditions, pursuant to and for the purposes of art. 1456 of the Civil Code: i) violation, by the CUSTOMER, of the prohibition to change the destination of the Real estate unit and in the event of non-payment by the CUSTOMER of all the fees within the terms and in the manner agreed within the Lease agreement; ii) in the event of conduct contrary to the proper management of the Real estate unit (see art. 9) or of violations of one or more obligations imposed on it by both these Terms and Conditions and the Lease agreement.

14.2. Upon the occurrence of the hypotheses provided for in the previous paragraph 14.1., the COMPANY will have the right to withhold, as a penalty, the amount paid by the CUSTOMER as a security deposit to the extent indicated in the Lease agreement, without prejudice to compensation for any further damages.

15. Limitation of Liability

It is understood that the amount of any damages refundable by the COMPANY to the CUSTOMER regarding the Lease agreement, will not exceed the amount actually paid by the CUSTOMER to the COMPANY as specified in the Lease agreement itself.

16. Theft or damage

The COMPANY is not liable, being expressly exempt, for any damage caused by noxious fumes, noise, theft, with or without burglary, breakage or tampering, damage to the property of the CUSTOMER, of other people who use the Real estate unit or of third parties. The COMPANY is also not liable for damage caused by snow, humidity, invasions or water infiltrations.

The CUSTOMER also expressly exonerates the COMPANY from any responsibility for direct and indirect damages that could derive from the willful or negligent act of roommates, others belonging to the condominium or third parties in general.

17. Expenses and tax treatment of the Lease agreement

17.1. The COMPANY, where applicable, declares that it intends to exercise the option for the imposition of the VAT tax .

17.2. The CUSTOMER, by express agreement, will arrange at his own expense the eventual registration of the Lease agreement within the terms established by the Law: He is the only responsible towards the Revenue Agency of the territory, for the failure or delay in registration. All expenses, registration fees by express agreement are charged to the CUSTOMER.

18. Privacy

Pursuant to Legislative Decree 196/2003, the personal data protection code, the processing of data is authorized pursuant to and for the purposes of the provisions of this decree for obligations regarding the rental contract or, in any case, connected to it.

19. Reference to law and competent court

These General Contract Conditions as well as the Lease agreement will be governed by the Italian law. Any dispute that should arise between the CUSTOMER and the COMPANY regarding the Lease agreement, will be of exclusive competence the Court of Milan.

20 No smoking or drug use

According to the "Law 16.01.2003 art. 51 and subsequent amendments and additions ", which entered into force on 10 January 2005, the CUSTOMER is reminded that smoking is forbidden in the Real estate unit, smoking is allowed only on the balcony of the property, but not in the condominium common areas, which are subject to the prohibition of smoke. IT IS THEREFORE ESTABLISHED THAT SMOKING IS FORBIDDEN IN THE CORRIDORS, STAIRCASES AND ELEVATORS. The use of drugs of any kind is also prohibited as they are illegal.

Violators will be punished according to the penalties provided by the law. Recidivism will be punished with the immediate termination of the Lease agreement, with the consequences that this recession entails.