

# Conditions of short-term lease agreement for tourist use

This document regulates the contractual relationships between the customer (hereinafter referred to as the "Lessee") and Pirovano Stelvio Spa (hereinafter referred to as the "Lessor") as a consequence of the booking and payment of the rental fee for the selected flat.

## 1. General provisions

1.1. The following general contractual conditions regulate the terms and condition applicable to the temporary lease agreement for tourist use, lasting no more than thirty days, and entered into between the Lessee and the Lessor pursuant to art.1, paragraph 2, letter c), of Law No. 431 of 09.12.1988, whose subject matter is the selected flat.

## 2. Booking finalization and deposit

### 2.1. Selection of the Property

By accessing the [www.pirovano.it](http://www.pirovano.it) online platform the Lessee can have real-time information on the availability and prices of the selected property.

### 2.2. Booking procedure and security deposit

If the property selected by the applicant, qualified as Lessee for the purposes of the agreement, is vacant in the period indicated by him/her, the booking procedure shall be finalized by paying the security deposit (30% of the rental fee), pursuant to art.1385 of the Italian Civil Code, through credit card and/or bank transfer, according to the instructions provided. After receiving the payment, the Lessor will send to the Lessee a Booking Confirmation e-mail, with the details of the selected flat, of the lease period, of the number of people who can stay in the real estate unit, as well as of the specific amounts of the rental fee, of the paid deposit and of any possible optional services selected by the Lessee.

Instead, if the booking is made 7 days or less before the date of arrival, the amount of the rental fee shall be paid in full.

### 2.3. Drawing up of the agreement

A copy of the Lease Agreement will be sent to the Lessee together with an acknowledgement of receipt of the rental fee balance. A hard copy of the Agreement will be signed by the parties on the first day of the lease period.

## 3. Fee and payment

3.1. The rental fee amount is the one reported in the Booking Specifications and it includes:

Electricity consumption,  
Water consumption,  
Heating consumption,  
Final cleaning,  
Household linen,  
One parking space (sheltered only where included in the selected property),  
Skis and boots store-room,  
Sheltered bicycle depot,  
Laundry with drying room,  
Wi-Fi connection.

The rental fee for periods longer than seven days also includes the weekly change of bed and bath linen; any further change requested is not included and shall be paid on site.

3.2. The Extra Costs are attributable to the optional services offered by the Lessor, and are duly listed on the website [www.pirovano.it](http://www.pirovano.it), they may be selected by the Lessee upon booking or requested on site. Such services will be invoiced with the application of the Italian 22% VAT as provided for by the law.

3.3. **Apartaments Bormio**: the rental fee does not include the tourist tax of € 1.30 per day, due for each lodged person and applicable to maximum 7 consecutive overnight stays. Children under twelve years of age are not subject to such tax. **Apartaments Isolaccia-Valdidentro**: the rental fee does not include the tourist tax of € 1.00 per day, due for each lodged person and applicable to maximum 7 consecutive overnight stays, exclusive of all minors up to their 18th birthday.

The tourist tax shall be paid upon arrival at the property.

3.4. The balance of the Rental Fee shall be paid within and no later than 7 (seven) days prior to arrival by credit card or bank transfer. Concomitantly, the full Lessee's personal data shall be provided to the Lessor, they will be duly reported in the heading of the lease agreement: name and surname, place and date of birth, address of domicile, details of the Identification Document (type, issued by, issue date, date of expiry).

## 4. Duration of the Agreement, Withdrawal and Penalties

4.1. The duration of the lease agreement for tourist use, that in any case may not be longer than 30 (thirty) days, will be indicated on the Booking Confirmation.

4.2. In case of withdrawal by the Lessee, or of unexpected impossibility arose before the beginning of the rental period, the amount paid as security deposit referred to in paragraph 2.2 may be withheld by the Lessor. In case of cancellation by the Lessor, the latter shall reimburse twice the amount of the security deposit paid by the Lessee (art.1385 of the Italian Civil Code.) If the rental fee has already been paid in full, the Lessor undertakes to reimburse to the Lessee the amount of the balance net of the amount corresponding to the security deposit (30% of the rental fee) referred to in paragraph 2.2.

4.3. In case of delayed arrival as regards the date of beginning of the agreement, or in case of early return of the keys before the end of the lease period, the rental fee already paid will not be reimbursed.

## 5. Change of Property

5.1. The Lessor reserves the right to change the property with an equal or of higher quality one if, for reasons beyond its control, the Lessor is not able to guarantee to the Lessee the use of the Property chosen upon booking. If the Lessee, for reasonable and well-grounded reasons, refuses the new property offered, the Lessor shall reimburse the Lessee the amounts paid by him/her.

No further amount shall be due by the Lessor to the Lessee for any reason other than those specified above.

## 6. Arrival and departure

6.1. The keys of the Property will be handed over to Lessee upon his/her arrival to the premises by a person appointed by the Lessor.

Check-in shall take place as follows:

· from 3.30 p.m. to 6.30 p.m.

Arrivals after 6.30 p.m. shall be communicated to the phone number: +39 338 3749438.

Check-out shall take place on the day of departure from 8.00 a.m. to 9.30 a.m.

Check-in and Check-out shall take place c/o Chalet Felse, Via Milano 24 /a, Bormio (SO).

6.2. The two parties jointly agree to carry out an inspection of the property and equipment on the day of arrival and of departure. In case of damage to the Property, to the furnishings and to any other leased thing, or in case of shortages Pirovano Stelvio Spa will be entitled to compensation for the damage that is jointly ascertained at the end of the stay.

6.3 The Lessee shall receive the keys of the Property only after having verified that it corresponds to the descriptions and photographs examined, therefore he/she accepts the Property without any reservations in the conditions it is.

## 7. Obligations of the Lessee

7.1. Upon check-in, the Lessee will provide the person appointed by the Lessor with the identification documents for each major and minor who will be using the Property. The Lessee undertakes not to lodge in the Property a number of people higher than the one reported on the Booking Confirmation. Failure to do so will result in the obligation for the Lessee to pay, as a penalty, to the Lessor an amount equal to 50% of the total Property rental fee for each person in excess.

7.2. The Lessee explicitly declares that each cohabiting/employed person will be duly present on the Italian territory as Italian citizen or, in case of foreign citizens, in compliance with the public security regulations (any visa or residence permit) by taking direct responsibility for such person.

7.3. The Lessee undertakes to look after the Property with care, by observing the prudent man principle when using the Property for the purposes defined in the agreement, by avoiding any action that could cause possible damage to it, and/or to its premises, and/or shared areas, and/or to the assets of the property, always with the exception of wear and tear.

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### CASE VACANZE:

Appartamenti "Pirovano" - Via Roma 131 - 23032 Bormio SO - (CIR: 014009-REC-00017)

Appartamenti "Chalet Felse" - Via Milano 24/A - 23032 Bormio SO - (CIR: 014009-REC-00018)

Appartamenti "Pirovano - Valdidentro" - Via Nazionale 31 - 23038 Isolaccia Valdidentro SO - (CIR: 014071-CIM-00053/54)

Tel. +39 338 374 94 38

7.4. The Lessee also undertakes to use the Property in such a way not to disturb the neighbours. Illegal activities are forbidden within the Property at any time.

7.5. Furthermore, the Lessee undertakes to return the keys of the Property upon check-out.

7.6. Finally, the Lessee undertakes not to duplicate and/or give the keys of the Property to third parties and/or not to disclose any possible access code to the Property to third parties. The loss/breakage of the keys and/or of the lock entails the compensation for the cost of a new lock and of 3 new bunches of keys.

7.7. The Lessee undertakes, for the whole lease period, to adhere to ordinary safety measures and to implement any behaviour useful to prevent the entry of strangers inside the Property. It is understood that, in case of failure to comply with such obligation, the Lessee shall be deemed responsible for any damage caused to the Property and/or to the assets belonging to the it.

#### **8. Obligations of the Lessor**

8.1. The Lessor undertakes to deliver the leased property in a good state of repair, to maintain it in good conditions in order to allow it to serve the stipulated use, and to guarantee to the Lessee the quiet enjoyment of the Property during the lease period. The Lessor also undertakes to carry out all necessary repairs during the lease period.

8.2. If at the time of delivery, the leased Property is found to be defective to the extent of reducing its suitability for the stipulated use, the Lessee is entitled to ask for the termination of the agreement or for a reduction of the rental fee. The Lessor shall compensate the Lessee for the damage resulting from any defects of the Property, unless it demonstrates to have blamelessly ignored the defects at the time of delivery.

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

9.1. The person and/or third parties appointed by the Lessor, identifiable upon request by the Lessee, have the right to access the Property in order to carry out any necessary repair and/or maintenance operation. Except in emergency circumstances, the Lessee will be informed in advance.

#### **10. Pets**

10.1. Small pets are allowed upon prior notification at the time of booking. Daily extra applicable for a maximum of 7 days.

10.2. In shared areas all pets have to be kept on a leash or otherwise tethered. The owners are responsible for droppings removal and for any damage caused by their pets. Pets are not allowed to climb on the furniture. Any sign indicating the presence of pets on furniture may lead to an additional fee to be paid for cleaning. All pets must be vaccinated, and evidence of such vaccinations shall be provided, above all the one stating the vaccine against rabies.

#### **11. Interruption to utilities**

11.1. The Lessor shall not be deemed responsible or liable to the Lessee for any inculpable interruption and/or disruption to electricity and/or gas and/or water and/or Internet supply.

#### **12. Penalty for failing to comply with the Lessee's Obligations (art. 7)**

12.1. In case of conducts inconsistent with the good running and management of the Property, the Lessee will be bound to pay the Lessor a penalty equal to 200% of the rental fee reported in the booking, without prejudice to the right to indemnification for any further damage.

#### **13. Disclaimer of liability**

13.1. It is understood that, the amount of any possible damage compensable by the Lessor to the Lessee with regard to the agreement, shall not be higher than the amount actually paid by the Lessee to the Lessor under this agreement.

#### **14. Thefts**

14.1. The Lessor shall not be held responsible in any case for any theft suffered by the Lessee, whether it occurred through burglary or forcing the main entrance or in any other way inside the Property.

14.2. Therefore, the Lessee undertakes not to leave his/her personal belongings unattended inside the Property.

#### **15. Personal data**

15.1. The Lessee authorizes the Lessor to disclose his/her personal data to third parties with regard to the fulfillment of obligations related to this lease agreement (Italian Legislative Decree 196/2003 - General Data Protection Regulation 2016/679).

#### **16. Jurisdiction**

16.1. For any dispute arising from and/or concerning the execution of this agreement, the exclusive place of jurisdiction shall be the Court of Sondrio.

#### **17. Governing Law**

17.1. This agreement is exclusively governed by the Italian Law.

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