



MILAN  
MONZABRIANZA  
LODI  
CHAMBER OF  
COMMERCE



# SAMPLE CONTRACT AND GUIDELINES

—

SHORT TERM HOME & VACATION  
RENTALS

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*Text drawn up with the legal contribution of  
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# **SAMPLE CONTRACT AND GUIDELINES**

## **SHORT TERM HOME & VACATION RENTALS**

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*In case of discrepancy or difficulty of interpretation the Italian text,  
which is the original version, prevails.*

## INTRODUCTION

By Legislative Decree 219/2016, the legislator confirmed the role of the Chambers of Commerce as regulatory bodies for the competing interests of businesses and consumers, providing for consumer protection (Article 2, letter c) and the promotion of balanced and fair economic relations between market operators within the framework of market regulation.

The competence in the market regulation field relating to the drafting of standard contracts agreed upon between business organisations and consumer associations has been consolidated. This is a very important attribution for an efficient and balanced market: the drafting of standardised negotiating provisions, shared and applied by the parties, is a tool capable of preventing conflict through fair agreements, discouraging misleading or unfair commercial practices, to the benefit of consumers and even of companies operating in compliance with the rules.

In 2019 the Chamber of Commerce of Milan Monza Brianza Lodi turned its attention, at the suggestion of Rescasa Lombardia, to the phenomenon of the letting of properties by the same owners, for tourist purposes and for very short periods. In fact, the person enjoying the property for a period of a few days, maximum 30, is mainly a traveller/tourist. This type of use of the property has developed fast thanks to telematic tools and new economic operators that have entered the market, facilitating the meeting of the demand with the supply in a quick, fast and simple way.

In spite of this, the phenomenon is more complex because of an articulated law due to the specificity of the tourist issue of regional competence, but, at the same time, superimposed by civil, fiscal and administrative norms that make a windy path for those who want to carry out such an initiative in the flow of legality.

Many have informed the Chamber of Commerce on these difficulties so that it could get involved in facilitating those that, in various ways, want to carry out this activity in full compliance with the law.

The benefit deriving from undersigning the proposed contractual scheme is that of reducing possible disputes with a saving in specialist and judicial assistance costs.

The formulation of this standard contract has been agreed between the most representative trade associations and consumer associations, with the coordination of the Chamber of Commerce of Milan Monza Brianza Lodi, to identify a standardised scheme formulated according to principles of legality and balance and aimed at increasing the competitiveness and the qualification of the Lombard hospitality system through the protection of quality standards and contrast against unfair and misleading competitive practices.

The proposed text aims to regulate relations between private individuals renting their property or part of it for tourism for a short period of time.

It aims to be the first element of a more complex project that will continue with a subsequent contract between "two and more parties" operating, even professionally, in the short lease market for tourism.

This contract is accompanied by the Guidelines that have the scope of explaining to the parties some technical aspects and give them suggestions to customise the agreement text according to specific needs.

## SAMPLE CONTRACT

*[no letterheads, since it is a HOST, a natural person operating outside their professional activity]*

Contract  
for  
Short term home & vacation rentals

between

*[enter the name, surname, address of residence/domicile and taxpayer's code of the host - C.I.R., policy number in accordance with the Regional Law of Lombardy n. 27/2015] ("HOST")*, as per attached identification document

e

*[indicate the name, surname, address of habitual residence/domicile and taxpayer's code, if any, of the guest] ("GUEST")*, who elects domicile at the ACCOMMODATION (hereinafter identified) exclusively during the period of use of the ACCOMMODATION - and without transferring residence there - within the meaning and for the effects - including the notification of the deeds - of the lease referred to in this AGREEMENT (hereinafter, together with any Use Regulation referred to below, "**AGREEMENT**").

(jointly, the "**PARTIES**")

Considering

- that the HOST holds the appropriate rights to lease the furnished property unit

- located in \_\_\_\_\_
- composed of n.\_\_\_\_ rooms, plus \_\_\_\_\_;  
any portion excluded \_\_\_\_\_
- registered in the land registry \_\_\_\_\_
- energy certification no. \_\_\_\_\_ of \_\_\_\_\_ energy class number  
\_\_\_\_\_ ("ACCOMMODATION")

- the GUEST has seen the

- images related to the ACCOMMODATION received by email
- directly of the ACCOMMODATION

and deems it suitable for its needs and purposes, also delegating, if of non-Italian nationality, the HOST to request its taxpayer's code, if necessary, or appropriate

in view of the above, the PARTIES agree as follows

**1. Check in.** The availability of the ACCOMMODATION is granted together with the consignment of the keys with effect from

- day \_\_\_\_\_ hours \_\_\_\_\_ (“CHECK IN”)

**2. Check out.** The GUEST must leave the ACCOMMODATION free from people and things, without need for cancellation

- within day \_\_\_\_\_ hours \_\_\_\_\_ (“CHECK OUT”)

**3. Rent and terms of payment** The rent (“RENT”) is agreed with an all-inclusive amount equal to Euro [-\_] to be paid

- in full
- for the [*indicate percentage*] \_\_\_\_\_

upon

- the undersigning of the AGREEMENT
- [*other* \_\_\_\_\_]

as follows

- cash
- check no.
- bank transfer

being understood that the HOST will issue a receipt for each payment.



**4. Characteristics of the ACCOMMODATION and expenses included in the RENT.** The Lodging is delivered clean, equipped with bed linen and towels and furnished (as per inventory, if any) and benefits from electricity, gas and hot and cold water as well as the following additional utilities:

- digital or other type of connection
- telephone line
- Wi-Fi
- [other\_\_\_\_\_]

of which whose costs, as an exception to the provisions of the Civil Code, are borne by the HOST.

The condominium expenses, including those relating to the porter, if there, are charged to the HOST.

**5. Services of supply of linen and cleaning.** The AGREEMENT may provide for the provision of services for the supply of linen and cleaning of the premises, as specified in Art. 4 of Legislative Decree 50/2017, converted with amendments into Law 96/2017.

**6. Additional payments.** In addition to the RENT, the GUEST will pay separately, upon CHECK IN, in line with what may be required by the applicable municipal regulations and with the provisions of Art. 4 Law Decree 50/2017, converted with amendments into Law 96/2017, the amount for the tourist tax correctly calculated according to the people staying at the ACCOMMODATION.

**7. Security.** In order to comply with the general obligations of mutual fairness and transparency as well as with those specific to the registration and communication to the Police Headquarters of the guests' personal details provided for in Art. 109 T.U.L.P.S. (Consolidated Text of Laws on Public Security)

- the PARTIES undertake to show each other their identification documents
- the GUEST also makes available to the HOST suitable identification documents relating to the guests he has invited to stay overnight at the ACCOMMODATION before allowing them access to the ACCOMMODATION.

**8. Rules of Use.** The use of the ACCOMMODATION is regulated by the applicable rules governing the rental matter with the exception, as regards the provisions that may be derogated, of the provisions of this AGREEMENT as supplemented, if any, by the Regulations for the Use of the ACCOMMODATION

- sent by email
- delivered directly to the GUEST

and anyhow affixed inside the ACCOMMODATION, provisions that the GUEST declares to know, well understood and accept.

**9. Obligations of repair and maintenance.** The HOST is entirely responsible for

- repairs, even small ones, not caused by the GUEST
- for the ordinary and extraordinary maintenance relating to the ACCOMMODATION, of which the expenses are therefore entirely borne by the HOST, even in derogation of the Italian Civil Code.

**10. Obligations of custody.** . The GUEST

- is entirely responsible for the safekeeping of the ACCOMMODATION and its contents from the moment of the CHECK IN and is liable for any damages caused by the GUEST or its guests
- cannot grant the ACCOMMODATION as a sublet or on loan or otherwise to use by third parties.

**11. Security deposit.** To guarantee all the obligations taken on with the AGREEMENT, including the obligations of safekeeping and timely return of the ACCOMMODATION and without prejudice to compensation for any additional damage, the GUEST

- pays (as per receipt)
- does not pay

a non-interest-bearing deposit for an amount equal to Euro [\_ \_ \_] that, if the conditions are met, will be returned upon CHECK OUT and that cannot be calculated as a down payment of the RENT.

**12. Withdrawal.** In consideration of the peculiarity and short-term use of the ACCOMMODATION

- the GUEST, if there should no longer be the need to use the ACCOMMODATION for the agreed period, in whole or in part, cannot ask the HOST for a reduction, even partial, of the agreed RENT
- the HOST, if it is no longer possible to make the ACCOMMODATION available for all or part of the agreed period, must provide the GUEST with a suitable alternative.

**13. Delay or non-fulfilment by the HOST.** The HOST, in consideration of the peculiarities and brevity of this AGREEMENT, is obliged to intervene immediately in case the ACCOMMODATION is left not properly cleaned or otherwise differing from the promised characteristics and to ensure a timely CHECK IN, without prejudice to the compensation for any additional damage.

**14. Delay or non-fulfilment by the GUEST.** The GUEST, aware of the prejudice that could cause to the HOST and any other subsequent tenants arriving in the event of a delayed CHECK OUT, undertakes to compensate for any damage thus caused to the HOST that could, for this reason, benefit from the appropriate deposit, request compensation for any further damage and remove any personal effects belonging to the GUEST and left inside the ACCOMMODATION after the CHECK OUT, without prejudice, in this case, to the obligations of safekeeping for the HOST.

**15. Disputes.** The AGREEMENT is governed by Italian law and, in case of dispute, after an attempt with mediation, if mandatory, the jurisdiction is that of the Court of [\_\_\_\_\_] [*indicate the place where the property is located*].

[Place, date]

HOST

GUEST

\_\_\_\_\_

\_\_\_\_\_

## **GUIDELINES**

### SHORT TERM HOME & VACATION RENTALS

Features of the AGREEMENT.

- **BASIC AGREEMENT.** This is a contractual form that regulates, in its most basic form, the exclusive tourist rent of a property for a period not exceeding thirty days, undersigned between two natural persons operating outside their possible professional activity, without the intervention of intermediaries. By modifying one or more of the assumptions of this form, the contractual discipline must be appropriately modified.
- **TERMINOLOGY.** The language used takes into account both the most recurrent language in the practice of the (new) market and the legislation that flows into the legislation on *Hospitality*: therefore, not only civil law, but also regional public-administrative law and some specific provisions on tax and criminal matters.
- **THE LOMBARDY REGION.** The regional law legislation to which reference should be made for the proposed form is the Regional Law 27/2015 (and subsequent amendments) with the relative Regulations. The AGREEMENT form can also be used in the other Regions, but only upon specific adjustments.
- **CIVIL FRAMEWORK.** This is the rental contract for tourist purposes enucleated by Art. 1 of Law 431/1998 to which, according to Art. 53 of the Tourism Code (Legislative Decree 79/2011), the rules of the Civil Code apply. Without a tourist purpose, a different discipline must be applied. The obligations also change.
- **SHORT RENTAL.** This is a "short term rental" contract indicated (for the purposes of Art. 4 of Legislative Decree 50/2017, converted with amendments into Law 96/2017, which is also applicable to the discipline provided by Art. 109 of the T.U.L.P.S. - Consolidated Text on Laws on Security) as a lease contract lasting no more than thirty days in a year, "*including those that provide for the provision of services for the supply of linen and cleaning of premises, stipulated by individuals, outside business activities.*" If the rental exceeds the aforementioned thirty days, it is necessary to proceed with the registration of the contract.

- **HOST.** The HOST is a natural person operating outside their professional activity. Therefore, the relevant regulations do not apply, and the income will be of a land property nature, with the possibility of opting for the so-called "flat rate tax" regime.
- **GUEST.** The GUEST contemplated in the AGREEMENT is also a natural person operating outside their professional activity.
- **CONCLUSION OF THE AGREEMENT.** The AGREEMENT may be concluded at different times, for example at a time prior to the CHECK IN, by email, or upon undersigning between the PARTIES upon the GUEST'S arrival.
- **OTA or INTERMEDIATION WEBSITE. (Booking, Airbnb etc.).** If the AGREEMENT is concluded through a portal, it must be coordinated and, if necessary, integrated with the contractual provisions of the website that is used.
- **CONFIRMATION DEPOSIT.** A deposit may be required.
- **INVENTORY.** In some cases it may be appropriate to accompany the ACCOMMODATION offer with an exhaustive list of furnishings and equipment available in the flat, to be made duly known to the GUEST, so as to be able to carry out the CHECK IN and CHECK OUT.
- **ENERGY CERTIFICATION.** It is necessary to comply with the obligations regarding the energy certification of buildings.
- **AMENDMENTS TO THE AGREEMENT.** Even if the AGREEMENT is offered through a document drawn up by the HOST, both PARTIES may freely negotiate each clause and modify the contractual discipline according to their needs. However, it is essential that the amendments are made in writing.
- **CHECK IN AND CHECK OUT.** Coincide with the delivery and respectively with the return of the keys or other automated means suitable to allow access to the ACCOMMODATION in the agreed period.
- **PRE-NEGOTIATION PHASE.** It is advised to exchange communications via e-mail and mobile phone, also to allow the GUEST to ascertain the existence and identity of the HOST.

- **RULES OF USE.** The HOST should draw up a list of practical rules (for example: smoking ban, timetables to be respected, possibility of parking, pets, etc..) to be made known to the GUEST as indicated in the AGREEMENT or make available the entire condominium rules.
- **WITHDRAWAL.** The PARTIES may agree on a different solution, allowing one or both of them to obtain a partial refund of the RENT in case of cancellation within certain times, modulated on the basis of the specific needs of the PARTIES.
- **FAIRNESS, GOOD FAITH AND GENERAL PRINCIPLES.** All clauses shall be interpreted in good faith and in accordance with the general principles of law.
- **MEDIATION.** The Conciliation Body may be that of the Chamber of Commerce of Milan Monza Brianza Lodi.

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## **Other relevant issues**

- In Lombardy, those renting for tourist purposes must also comply with some administrative requirements that are included in the Region's legislation and in particular in the Regional Law 27/2015 and subsequent amendments, and in the implementing Regulations. It is advisable to consult the Region's website on this point.

Some of the main regulatory references, mentioned in Art. 38 of Regional Law 27/2015, are indicated below.

### **The list is indicative and non-exhaustive.**

- *Art. 38.8. - All accommodation facilities ... including accommodation or portions of them rented for tourism purposes... are required, in addition to compliance with current regulations on tax and security provided by the state regulations in force, to communicate the flow of tourism and the fulfilment of the report on the guests based on the indications of the public security authority.*
  - *Art. 38.8-bis. - In order to simplify the controls by the competent authorities, the advertising, promotion and marketing of the offer for the accommodation facilities referred to in art. 26, including lodgings or portions of lodgings rented for tourism purposes under Law 431/1998 with writings or printed or digital media and any other means used for that purpose, must indicate the appropriate reference identification code (CIR) of every individual accommodation unit.*
  - *Art. 38.10. - The owners of the accommodation facilities governed by this law are required to take out an insurance policy for the risks arising from civil liability towards customers, commensurate with the accommodation capacity.*
- The LOCATOR must also take other obligations into account. Among others, the obligations regarding the tourist tax (possibly ordered by the municipality where the accommodation is located), the Communication ex Art. 109 T.U.L.P.S., the obligations regarding the conservation of the identification documents and data of the GUEST, as well as the fiscal matter with particular reference to the expenses that contribute to making the taxable base for the purpose of calculating the flat rate tax as provided for by Art. 4 of Legislative Decree 50/2017 converted with amendments into Law 96/2017 and interpreted by the Revenue Agency with specific newsletters. Except for exceptions, these aspects do not affect the contractual form.

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