

# LEASE AGREEMENT

BETWEEN

The EUROPEAN UNIVERSITY INSTITUTE, located at the Badia Fiesolana, Via dei Roccettini, 9, San Domenico di Fiesole (FI), Italian tax code no. 80020410488, *represented by the President Renaud Dehousse, personal tax code [REDACTED], who has delegated (Decision 3/2015 and Decision 16/16) the Director of the Real Estate and Facilities Service, Dr. Kathinka España, cf [REDACTED]* hereinafter the “Lessor” or the “Institute”

AND

Mr./Ms. ...., born in....., on ....., resident in .....Italian tax code or “codice fiscale” ....., hereinafter the “Tenant”.

## WHEREAS

- Mr./Ms. .... is a ..... at the EUROPEAN UNIVERSITY INSTITUTE for the academic year ..... (or for the period from.... to....)
- The EUROPEAN UNIVERSITY INSTITUTE is renting out a flat located in Florence.

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### Article 1 *Recitals*

The Recitals and the Annexes are integral parts of this Contract.

### Article 2 *Subject*

With this contract, the Institute leases a housing unit to Mr./Ms. .... who hereby accepts the flat (or the room within the flat), located in Via Faentina 386, on the ..... floor, flat number ....., consisting of ..... rooms, as well as kitchen and bathroom, and further equipped with the following facilities: common laundry room, non-exclusive parking area in the outdoor grounds, common garden area (Cadastral map Sheet **37**, Parcel **1622**, Sub. **38**, Cadastral Category ..., Cadastral Rent .....

The energy class of the building in question is ....., as certified by Energy Certification Protocol number ..... registered on ..... at the Municipality of Florence.

The housing unit that is the object of this contract is leased to the Tenant complete with furnishings and fittings, as described in the separate inventory list, signed by the Parties.

The housing unit shall be used solely as a residence, for the use of the Tenant and any family members living with him/her.

### Article 3

#### *Duration*

This contract shall have a duration of ..... months, from ..... to .....; at the end of this period, except for the conditions provided for in Article 4 below, the contract shall terminate without it being necessary for the Parties to give notice.

### Article 4

#### *Tenant's needs*

Pursuant to the provisions in Article 5 of Law 431/98 and in the Ministry of Infrastructure and Transport's Decree no. 10774, dated 30.12.2002, and the M.D dated on the 16.01.2017, the Parties hereby agree that the living arrangement agreed in this Contract is temporary in nature, that it can be stipulated for a period not exceeding 18 months, and that the Tenant has a specific need to live in the flat in question for the reasons stated in the Recitals of this contract. The lease may be renewed once, for a period not exceeding 18 months, by decision of the Institute based on a specific request by the Tenant. In submitting such a request, the Tenant shall provide the validity of his/her EUI affiliation. Even in the case of an extension of the contract, the contract type shall remain unchanged, and specifically it shall not become a contract such as those envisaged in Article 2 paragraph 1 of Law 431/1998. In the event of an extension, the Parties shall renegotiate the rent and the fees for common services.

In view of the relationship between the Institute and the Tenant, the Parties agree that it is not necessary – at the time of signing and with the exception of a contract renewal or extension – to annex to this contract the documentation attesting to the temporary nature of the lease, pursuant to Article 5 of Ministerial Decree, dated 30.12.2002.

### Article 5

#### *Rent and payment*

Pursuant to Article 5 of the above-mentioned Ministerial Decree and to Articles 5 (and ff.) of the Territorial Agreements (dated 01.11.2017) on residential rental rates to be applied in the Municipality of Florence, the rent for the flat in question is established at EUR ...., which the Tenant shall pay in ... monthly installments, each for the sum of EUR ..... to be paid no later than the 10th day of each month. This agreed rental fee is already inclusive of any increments as provided for in Article 8 (surface area) and Article 13 (temporary nature) of the above-mentioned Territorial Agreements.

The Tenant undertakes to pay the rent by bank transfer to the Institute's account, as follows: ISTITUTO UNIVERSITARIO EUROPEO, c/o Cassa di Risparmio di Firenze, IBAN IT82K0616002800100000010288, Swift Code CRFIIT3FXXX.

In order to ensure that payment transactions are performed efficiently, Tenants are advised to open an account with the Cassa di Risparmio di Firenze bank.

If the bank where the Tenant holds his/her current account is not within the SEPA (Single Euro Payment Area) circuit, it will be necessarily for the Tenant to open a bank account at an institution that is.

Payment shall not be delayed or withheld by the Tenant for any reason whatsoever. The Tenant shall be considered in breach of contract if he/she fails to pay, or delays payment, for any reason, even of just one rental fee installment (or of any other sum due, equal to or greater than one

month's rent).

In the event that the Institute ascertains that the Tenant has failed to pay the rent or any other amount due, the Institute reserves the right to block the release of funds due to the Tenant; funds shall be blocked 10 days after the Institute notifies the Tenant of its intention to do so.

#### Article 6 *Security deposit*

As a guarantee of all the duties and obligations in this contract, the Tenant has arranged for the prior transfer to the Institute of the sum of EUR .... , equal to one month's rent plus expenses, which shall not be considered a rental payment. This security deposit will be refunded at the end of the lease, after the Tenant has returned the flat to the Institute and the Institute has inspected the property and ascertained the Tenant's full compliance with all contractual obligations. Any amount that may be owed by the Tenant at the time of contract termination (for example, outstanding rent, expenses, damages) shall be charged against the Tenant's deposit. In the event that the deposit is not sufficient to cover the sum, the Institute shall proceed by other means to recover the amount due.

In the case of flats shared by two Tenants: each Tenant is 100% liable for any damage in his/her own room, whereas liability for damages to common areas shall be shared equally by the two Tenants, at 50% each.

#### Article 7 *Expenses and charges*

The Tenant undertakes to pay an amount equal to EUR ... to cover his/her share of expenses and utility charges (electricity, water and gas); this amount shall be transferred to the Institute at the same time as the monthly rent.

The flat is not equipped with a landline connection or telephone.

The residential complex is equipped with a television aerial, although the flat is rented without a television set. The Tenant may install a television set in the flat if he/she so chooses, but must be aware that this shall make him/her liable for the RAI yearly licence fee; equally, if the Tenant does install a television set, he/she undertakes to ensure that the licence fee agreement is cancelled before he/she leaves the flat.

#### Article 8 *Use and repairs*

The Tenant undertakes to use the premises with all due care and diligence, without causing inconvenience to other Tenants or users of the building; the Tenant shall also, even prior to the termination of the lease, take care of all routine maintenance operations, including ordinary maintenance of the electrical, plumbing and heating systems, of locks and fixtures, and retouch the paint surface of walls or ceilings where these may have been damaged.

The Tenant shall also be responsible for repairing any damage caused by negligence or improper use of the rental property, or due to lack of maintenance. If the Tenant fails to arrange for such repairs, they shall be carried out by the Institute and the expenses incurred shall be charged to the Tenant (See also Art. 8 3d of the Rules and Regulation) .

In the event that the flat is in need of repairs or extraordinary maintenance, of the sort that are not

the Tenant's liability, the Tenant shall notify the Institute promptly and in writing of the repairs that are needed.

In addition to any repairs that the Tenant has not carried out despite the fact that it was his/her responsibility to do so, the Tenant shall also be charged, even by way of deduction from the deposit if so decided by the Institute, for all expenses incurred in repairing any damage caused to the premises and shared facilities, due to fault, negligence or misuse.

The Institute reserves the right to carry out any repair, innovation or maintenance operations which may prove necessary, both inside and outside the flat that is the object of this contract.

#### Article 9 *Conduct of tenants*

In his/her use of the flat and the common facilities, the Tenant shall comply fully with all relevant legislation and with the Rules and Regulations issued by the Institute and/or the competent authorities; in all cases, the Tenant shall bear the sole responsibility for any fines, damage compensations or any other consequences arising from the breach of this obligation.

#### Article 10 *Taxes, fees, contract registration costs*

This contract is not subject to registration or stamp duties, pursuant to Articles 2 and 5 of the Additional Protocol (no. 2) between the Government of Italy and the European University Institute, ratified by Law 181 dated 21 November 2014, and published in the Official Journal of the Italian Republic, in issue no. 289 of 13 December 2014.

All expenses incurred in the official and administrative procedures required in registering said exemption shall be shared equally by the Parties. The Institute shall take care of this registration and inform the Tenant.

#### Art. 11 *Assignment, subletting, free loan*

The Tenant shall not sublet, in whole or in part, the rented property, nor shall he/she assign this contract to third parties in any other form; furthermore, the Tenant shall not grant to any third party, for any reason, the use of the flat that is the object of this contract.

The Tenant shall not, except for very brief stays, offer accommodation in the flat in question to any third parties, even if such accommodation is offered free of charge.

Failure to comply with these obligations determines a serious breach of contract and constitutes grounds for the Institute to demand the termination of the contract, pursuant to Article 1453 of the Civil Code.

#### Article 12 *Termination*

##### 12.1 General

The Tenant is only entitled to withdraw from this contract in case of serious proven reasons. In any other case, prior termination of the contract will not be allowed.

##### 12.2 Serious proven reasons

Under this contract serious proven reasons include personal health problems, family problems, end of

validity of EUI affiliation and, as a transitory provision confirmed also for the AA 2017-2018, any other academic-related activity (such as missions, stages, traineeships and exchange programs), duly approved by the Academic Service of the EUI.

In case of any serious proven reasons, the Tenant should notify the Housing Office of the EUI 3 (three) months ahead of the termination date, of the intention of withdrawing the contract.

With such notice of withdrawal, the Tenant shall also provide the Housing Office of the EUI with the relevant documentation, which will support his/her motivation for advanced withdrawal.

### 12.3 Serious proven reasons - academic-related activity

In case the serious proven reason is an academic-related activity, the notice of withdrawal shall be sent by the Tenant, as soon as it is duly approved by the Academic Service of the EUI. Only in these cases, the notices of withdrawal can be sent in less than 3 (three) months ahead.

In the event of disagreement, the validity of the reasons provided by the Tenant shall be judged by the Housing User Group, as per Article 21 below.

## Article 13 *Taking possession of the flat*

The Tenant hereby declares that he/she has inspected the flat that is the object of this contract and found it to be in perfect condition, suitable for the agreed use, and that it meets all the Tenant's specific needs, in particular as concerns fixtures, fittings and furnishings. The Tenant declares that he/she is fully aware of the conditions and entitlements of the premises, relieving the Institute from any obligation to carry out adaptations and adjustments of any kind, except as required by the existing legislation.

Upon receipt of the keys, the Tenant takes possession of the flat in question for all legal intents and purposes, and thus becomes its legal guardian and is responsible for its condition.

## Article 14 *Leaving the flat*

On the date of contract termination the Tenant shall promptly return the premises to the Institute, including all the furnishings listed in the inventory and all sets of keys; the flat shall be returned in good condition; any damage shall be charged to the Tenant, with the sole exception of the normal wear and tear that is the result of use, or cases of damage that the Tenant had in effect notified in a timely manner, but which the Institute had not succeeded in repairing.

To this end, when the Tenant returns the flat, the Parties undertake to draw up a report evaluating the condition of the flat: in this report, each Party may submit its comments and reservations; the report shall list any damage to the property and/or any missing and/or damaged items of inventoried furniture or furnishings. The Parties are entitled to take photographs or video-recordings of the condition of the property at the time the Tenant leaves the flat.

The fact that the Institute accepts the Tenant's handing over of the flat does not imply that it waives its rights to lodge claims against the Tenant, even once the contractual relationship is terminated.

The Tenant undertakes to return the flat in a state of cleanliness. Specifically, the Tenant shall switch off, empty and clean the refrigerator and the freezer, shall clean the oven and the stove, as well as ensuring that all pots and pans, plates, glasses and cutlery are clean. The Tenant shall not leave any food or personal belongings in the flat.

Should the Tenant not be present, despite having been notified by the Institute, the report evaluating the condition of the flat will be drawn up by the Institute and its content shall be deemed automatically accepted by the Tenant.

Article 15  
*Changes and improvements*

Under no circumstance shall the Tenant make alterations or changes to the flat, to the furnishings or fixtures, without the written consent of the Institute, nor shall he/she alter, even partially, the intended use of the flat itself. In any instance in which the Institute has authorized the Tenant to carry out improvements or changes to fixtures, including to the electrical, plumbing or heating systems, such improvements shall remain in the flat, to the sole benefit of the Institute; nor shall the Tenant be in any way entitled to claim a refund or compensation.

Article 16  
*Prohibitions*

The Tenant shall not occupy the common areas with equipment or objects, nor shall he/she place any installations, fixtures, plaques, signs, curtains of any sort or air conditioners on the exterior of the building, unless he/she has been granted prior written authorization by the Institute; in any case, the Institute reserves all rights over the exterior of the building. The Tenant shall not install radio or TV aerials without the prior written consent of the Institute, who shall provide authorization and specific instructions as to how the installation is to be performed.

Article 17  
*Release of liability*

The Tenant is the legal guardian of the rented property. He/she expressly releases the Institute from any liability for direct or indirect damage that he/she may suffer from intentional or negligent actions by other Tenants or third parties. Any damage caused by negligence of the Institute's employees, occurring in the performance of their duties, shall be the liability of the Institute.

The Tenant shall be fully and specifically liable for any damage caused by his/her family members or by any other person that he/she temporarily admits on the premises. The Tenant also undertakes to hold the Institute harmless for damage caused by his/her own actions or negligence, or by those of his/her family members or guests, and pertaining to the use of the gas, water or electricity supply.

Article 18  
*Services*

The heating system will be switched on in accordance with the existing regulations for the climate zone in which the property is situated. The cooling system will only be switched on during the summer and only when the weather conditions are such as to warrant its use. The Tenant hereby releases the Institute from any liability in the event that the heating, cooling, air conditioning, lighting, internet, running water and hot water services are suspended or only provided intermittently, due to unforeseen circumstances or owing to the replacement, repair, adjustment or maintenance, for the entire period necessary for the completion of the operations.

Article 19  
*Access to the flat*

The Institute reserves the right to ensure that its employees can access the premises, for specific and justified reasons.

The Tenant undertakes to allow access to the property to any potential new tenants, towards the end of the term of this contract or in the event of contract termination, and also to allow access to would-be buyers if the flat is put up for sale. To this end, the Tenant shall agree with the Institute on a specific working day a week in which visitors may access the flat.

Article 20  
*Breaches*

The provisions of this contract contained in Articles 5, 7, 8, 11 and 12 are to be considered essential provisions; by express agreement of the Parties, any breach of even one of said provisions entitles the Institute to demand contract termination, pursuant to Article 1456 of the Civil Code.

Article 21  
*Jurisdiction*

The Institute has established a permanent Committee called the Housing User Group whose mandate is to provide mediation and dispute resolution services, in any dispute that may arise between the Institute and any of the Tenants in relation to their lease contracts. The Parties agree to accept the decisions and rulings of this Committee. The members of the Housing User Group (<http://www.eui.eu/About/Organization/Committees/HousingCommittee.aspx>) include a member of the Academic Service, the officer in charge of the Housing Office, a member of the Real Estate and Facilities Service, a representative of the Researchers and a representative of the Tenants.

When it is called upon to rule on disputes, the Group is chaired by an independent lawyer assisted by a member of the Institute's legal service, who shall judge the dispute in fairness. Any decisions impacting on the financial management of the EUI Flats shall in any case fall within the remit of the Residences Management Committee (<http://www.eui.eu/About/Organization/Committees/HousingCommittee.aspx>), chaired by the Secretary General and including the Director of the Budget and Personnel Service, the Director of the REFS and the Chief Accountant.

Procedure:

- With three months' notice (see art. 12), the Tenant shall notify the Institute, in the person of the Housing Officer, of his/her intention to withdraw from the contract, providing clear and substantiated reasons for the withdrawal
- The Institute, in the person of the Housing Officer, shall announce its decision to accept or reject the request within 7 working days from the day of reception. In the case of a rejection to terminate the contract, the Institute, in the person of the Housing Officer, shall provide its reasons do to so.
- In the event of disagreement, any party to the contract can request that the validity of the reasons provided by the Tenant be assessed by the Housing User Group ([HOUG@eui.eu](mailto:HOUG@eui.eu)), which shall act within the limits of its competence
- The decision of the Housing User Group shall be adopted within 7 working days from the day of the reception of the request to assess the validity of the reasons to terminate the contract.

- However, if in the course of the procedure, the Housing User Group becomes of the opinion that the probable outcome of the decision is likely to have a significant impact on the budget of the EUI flats, it will refer the case to the Residences Management Committee.
- In this case, the period for the conclusion of the procedure, including the notification of the Tenant, will be extended for another 7 working days.
- The Housing User Group will pass onto the Residences Management Committee all information it was provided by the Housing Officer and the Tenant including the written observations mentioned in the next paragraph if they have already been submitted.
- In any event, the Tenant shall be informed of the transfer of the case to the Residence Management Committee and provided with its contact if he/she has not submitted any observations yet.
- Until the conclusion of the procedure, the Tenant shall be invited to submit his/her point of view in writing. Those observations in writing will be sent by the Tenant to the Housing User Group. If the intervention of the Residences Management Committee has been requested by the Housing User Group, those observations will be sent to the Residences Management Committee.
- The decision at the conclusion of the procedure will be notified to the Tenant by the Housing User Group, or by the Residences Management Committee if its intervention was requested. If the decision of the Housing User Group or of the Residences Management Committee consists in a rejection of the request to withdraw from the contract, it will be accompanied by a statement of the motives leading to that rejection. **There will be no appeal from the decision.**

The resolution of any dispute arising from the interpretation and/or execution of this contract shall fall under the jurisdiction of the Court of Florence.

## Article 22 *Energy requirements*

Before entering into the contract, the Tenant acknowledges that the Institute has shown him/her the Energy Performance Certificate of the building; at the moment of signing of this contract the Institute delivers to the Tenant a copy of said Certificate, as contemplated in Article 6 of Legislative Decree no. 192, dated 19 August 2005 (including subsequent amendments).

## Article 23 *Miscellaneous*

For all purposes relating to this contract, including notification of legal deeds, and for purposes of jurisdiction, the Tenant hereby declares that he/she lives in the flat that is the object of this lease; should the Tenant no longer be in residence, he/she shall in any case collect notifications deposited at the undelivered mail office in the City Hall of the municipality in which the flat is located; the Tenant further gives the Institute his/her email address, and hereby declares that he/she shall accept as valid notification any communication relating to this contract that the Institute may send to said email address; the Tenant also undertakes to communicate to the Housing Office, at [housing.office@eui.eu](mailto:housing.office@eui.eu), any change in his/her address.

Should any provision of this contract, or any part thereof, be found to be invalid or unenforceable, the other provisions of this contract shall remain valid and applicable. The Parties hereby agree that they shall negotiate in good faith an amendment for any such invalid or unenforceable provision, agreeing on a valid and effective replacement.

No amendment to this agreement can be made or deemed valid, unless it is done in writing.

The Institute and the Tenant grant each other mutual authorization to divulge each other's



personal data in relation to obligations associated with this lease agreement (Legislative Decree no. 196/2003).

The present contract is submitted to the EUI's Data Protection Policy outlined in the [\*President's Decision No. 40 of 27 August 2013 regarding Data Protection\*](#) at the EUI.

Read, approved and signed by:

(place) ..... (date) .....

The Lessor

The Tenant

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Parties, and specifically the Tenant, hereby declare that they explicitly agree upon and have fully understood the meaning of the provisions contained in Articles 5 (Rent and payment), 6 (Security deposit), 7 (Expenses and charges), 11 (Assignment, subletting, free loan) 12 (Termination), 13 (Taking possession of the flat), 14 (Leaving the flat), 15 (Changes and improvements), 16 (Prohibitions), 17 (Release of liability), 18 (Services), 20 (Breaches), 21 (Jurisdiction), 23 (Miscellaneous).

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The Lessor

The Tenant