**Lease of a building for commercial use**

This legally binding agreement in four copies

Between

Mr/Mrs..., born in.., on…, resident in..., tax-code…, hereinunder the lessor

And

Name of the company, with registered office in...., enrolled in the company register of... number.... and R.E.A with Chambers of commerce (C.C.I.A.A), VAT No. in the current legal representative domiciled at… the registered office..., in the person of the sole administrator hereinunder the lessee.

Whereas

The lessor is the owner of the building located in... total floor space of approximately XVZ square meters, comprises four rooms on the ground floor and four and four on the first floor land registry number...;

The lessee intends to undertake the activities of consultancy and personnel services.

At the time of singing the lessor states/confirms that it respects building regulations in accordance with article 1758 of the civil code.

The parties agree as follows:

1. **Introduction**

The initial paragraphs constitute an integral part of the present agreement and are therefore legally binding.

1. **Object of the contract**

The owner leases the building to the lessee, in order that it is used for commercial activities (activities of consultancy and personnel services). The lessee accepts the building located in\_ total floor space of approximately\_\_ used in the following way. TOT square meters will be used as offices in direct contact with customers­. TOT square meters will be used as accounting and administration offices for the company. Through the signing of the present agreement, the lessor shall specify the delivery date of the building to the lessee company and states that the building respects the current civil legislation.

1. **Duration of the contract**

The parties fix the delivery date for \_\_ . The contract will be valid for 6 years starting from today. In accordance with Art. 27 Act 392/1978, at the end of the term, the contract will be automatically renewed for 6 years, except that the lessee expresses their willing to cancel the renewal via registered mail at least six months before the end of the contract.

1. **Lease rent**

The annual building rent will be \_\_€ which will be paid **in advance** every three months. Each instalment will be paid starting from\_\_\_. The lessee shall pay the said amounts to the domicile of the tenor within the first 10 days of a quarter. After this term, the tenor will be able to act to retain their rights.

**5) Periodic upgrade of the rent**

Pursuant to Article 32 of Law 392/1978 the rent due by the lessor shall automatically be adapted of the 75% according to the ISTAT (Italian office for national statistic) variation of the previous year. The communication of the adaptation will be sent by the lessee by the means of registered letter.

**6) Destination/use of the premises**

By signing this contract, the tenant undertakes not to allocate the building for any other purposes than the ones under the present contract if not with the explicit consent of the lessee.

The request for the change of destination and the consent shall be in written form.

**7) Repairs and routine maintenance**

The onus is on the lessor to provide for every type of repair and routine maintenance necessary for the safeguarding of the premises and to guarantee its full use.

**8) Sublease of the premises**

Under the terms of Article 36 of Law 392/1978 the sublease of one or more rooms of the leased property is permitted, provided that the lessor gives express notice to the lessee by means of registered letter with appropriate period of notice / due notice.

The lessor commits itself to fulfil all economic expenses.

**9) Prohibition of improvements and additions without the consent of the lessor**

The tenant undertakes not to make any improvements or to undertake any building work that may modify, even partially, the original conditions of the rented property. Any work to be undertaken for necessity or convenience must be communicated to the lessor with adequate notice and by registered letter. They can only be carried out with the express consent of the lessor, who, in case of both concession and refusal, must send a registered letter in response to the tenant within thirty days of receipt of the request.

**10) Withdrawal of the tenant and express termination/defeasance clause**

The host has the right of withdrawal provided that she gives notice by registered letter sent with a notice of at least six months. In cases of early withdrawal for just cause we specify here how the same, pursuant to Article 27 of Law 392/1978, must be explicitly invoked by the host (e.g. for business reasons). In the event that one of the above hypotheses occurs, no goodwill allowance will be due from the lessor.

**11) Security deposit**

Upon signing this contract, the Tenant undertakes to pay the sum of € \_\_\_\_\_\_\_\_\_\_\_\_, equal to the fee due for a quarter, as a security deposit. This sum will be returned to the host when the premises have been returned and can never be charged to the rental account.

**12) Discharge of liability and right to access to the building**

The lessee declares to have seen and verified the state of the building when signing this legally binding agreement. When the lessee signs this legally binding agreement the lessor is exonerated from any liability in relation to the state of the building.

The lessee undertakes, by a prior request, to allow the lessor or her representatives to access the building, in order to control the maintenance condition of the building. This control can be made at agreed times and it must not hinder the lessee’s regular activities. The lessee undertakes to grant access to potential lessors.

**13) Costs of registration of the contract**

The costs for the refinement of this legally binding agreement (stamp duty, registration charges and costs related to possible renewals) are divided fifty-fifty between the parties.

**14) Changes to the contractual clauses**

Any eventual change to this legally binding agreement must, under penalty of nullity, be drafted in written form. Behaviours contrary to this legally binding agreement which are not disputed by the other party will be considered actions of tolerance and they will not be appropriate to influence or modify by custom or disuse the written contractual clauses.

**15) Choice of domicile for notification**

In relation to the abovementioned terms and in case of breach of law the parties choose the domicile:

* The lessor address is …
* The lessee registered office address is …

**16) Court of jurisdiction**

According to article 447 bis of the Code of Civil Procedure in case of litigation the Court of jurisdiction that shall judge the case is ….

According to articles 1341 and 1342 of the Civil Code the parties agrees with the abovementioned terms: 3) Contract duration; 5) Rent update; 7) Repair and maintenance of the property; 11) The deposit; 12) Exemption from responsibilities and right of access to the property; 13) Contract registration fee; 14) Changes of the terms; 16) Court of jurisdiction.

Read, approved and undersigned

Place and Date …

The lessor …

The lessee …