

BOOKING FORM

Name.....
Surname.....
Profession.....
Address.....
Area code.....City.....
Country.....Tel.....
Mobile.....Fax.....E-Mail.....

With this form I confirm the renting of the house called.....
For the period from.....to.....
At the price of Euro.....in letters.....

The house will be occupied by the following people:

Name and Surname	Date of Birth	Name and Surname	Date of Birth
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.....
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.....

In case you need something special, please mention it below:

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Herewith I declare that I have examined the General Terms of Lease and the detailed description of the Property on the internet site www.villagrabau.it, and to approve expressly, according to art. 1341 and 1342 C.C. (Italian Civil Law), all the clauses mentioned in the General Terms of Lease.

Date..... Signature.....

Please, send it back by Post or Fax to:

Dr.Francesca Grabau

Villa Grabau

Via di Matraia, 269

55100 San Pancrazio – Lucca – Italy

Fax: (+39) 0583 406098

GENERAL TERMS OF LEASE

Temporary contract for tourist purposes

1. The leasing terms refer to the rental exclusively as of a holiday home at the prices and in the periods indicated in the section corresponding to each property. This is a temporary contract according to art. 1, comma 2, letter C of Law 9.12.1988, n. 431. This will expire on the date indicated in the Booking Form without any prior notice and with the absolute exclusion of an implied renewal. The Tenant will not be able to change the destination of the property for the weekly holiday rental, nor will he be able to pass to a third party this leasing contract, not even on a gratuitous basis. In this contract and the enclosed booking form the description is taken explicitly from that listed in the section dedicated to each single property. The minimum rental period is 7 days from Saturday to Saturday, or multiple periods of the week. During the months of July and August the minimal rental period is 15 days from Saturday to Saturday, or multiple periods of the week. The Proprietary/Landlady reserves the right to consider, case by case, reservations for shorter periods.
2. Reservations should be made directly to Villa Grabau, tel. 0583 406098, fax 0583 406098 E-Mail: villagrabau@mclink.it. Reservations will be considered valid at the following conditions:
 1. The Client must fill in the enclosed booking form indicating the names of all the people who will be staying in the house. The contractual terms contained in this form are mandatory.
 2. Advance payment equal to 30% of the amount due, if the reservation is made within and not past the 60th day prior to the start of the rental period.
 3. Balance to be paid within and not past the 60th day prior to the start of the rental period. In the case of a reservation made in the time between the 60th day before and the same day of the start of the rental period, the entire sum will be paid in one single payment.
 4. Payments should be made by bank transfer to the current account indicated by the landlord.

Reservations made by phone must be confirmed immediately by fax within the next 12 hours. Reservations made by fax or e-mail will remain valid for seven days, the completed signed form plus amount due must arrive within the same time limit of seven days, otherwise the reservation will be cancelled.

3. On receipt of total payment, a confirmation of the booking will be sent, to be given on arrival along with identity documents, valid for the names and the period indicated in it. It is forbidden to give this confirmation to others or arrive in a higher number than that indicated on the booking confirmation.
4. Arrival are always programmed between 16.00 and 19.00 hours departures must be made within and not past 10.00 hours.
5. On arrival the Client is obliged to pay directly to the Proprietary/Landlady, of those acting on his behalf, a deposit in cash of euro 300,00 for the house named "La Stalletta", and euro 500,00 for the house named "Casa di Orazio". The deposit will be given back at the moment of departure, upon deduction of the amount due for any eventual loss or damage caused to the property and/or its contents, or costs not included in the contract (telephone, heating, final cleaning, etc.). The Proprietary/Landlady will refuse to hand over the keys to Tenants who have not paid the deposit.
6. The property is given to the Tenant in good condition, tidy and clean, completely furnished and fitted, with a fully-fitted kitchen. The Tenant undertakes responsibility to use the

property with due diligence, and return the property on the expiry date agreed beforehand in the same state it was received, tidy and clean, keeping the kitchen clean and disposing of all the rubbish. In the living room of the two properties an inventory of the furnishings and objects contained in each of the houses is displayed. On arrival the Tenant will take note of the contents of the inventory and check that they correspond. If the Tenant doesn't intend to accept the state of the house (in the eventuality of serious differences between what is described or what is contained in the inventory), he must make a formal complaint on entering in front of the landlord or the person appointed by him. In the case of the Tenant on arrival acknowledging such differences and leaving the house before having spoken with a person appointed by the Proprietary/Landlady or before the formal verification of the actual state of the house made by the Proprietary/Landlady, he will lose all rights to any possible refund of the price already paid. In the case of which during the act of acknowledgement before departure, any damage is found to the property and/or its contents, or if any of its contents and/or furnishings and fittings are missing, the damage must be paid immediately also that caused by carelessness, incompetence and error. In every case the Proprietary/Landlady reserves the possibility to check thoroughly the state of the house and its contents also after the Tenant's departure in the case of any damage and/or missing objects not being found immediately. In the case of the Tenant leaving the property before the final acknowledgement of its state and conservation made by the person appointed by the Proprietary/Landlady, he will lose every right to any eventual compensation.

7. In the case of a cancellation of the booking by the Tenant, he has the right to a refund of the price paid subject to deduction of the following percentages:

30% of the total price if the renouncement is made before the 60th day prior to the start of one's stay;

60% if the renouncement is made after the 60th day but before the 45th prior to the start of one's stay;

100% if the renouncement is made after the 45th day prior to the start of one's stay.

The renouncement must be made in writing and sent by fax or by recorded delivery letter, in the latter case the date will be attested by the postal stamp. These means of communication must be preceded, in every case, by a phone call.

If due to circumstances beyond one's control or for any other reason beyond one's will, the Proprietary/Landlady is forced to cancel the booking of the house requested, the contract will be considered annulled and the Proprietary/Landlady will refund the Tenant only the sum paid for the rent excluding any other refund and/or compensation to which the Tenant hereby declares to renounce to.

All legal controversies will be negotiated by the exclusive authority of the Court of Lucca. The applicable law is the Italian one. The signing of the booking form and the reservation themselves imply the knowledge of the terms of lease and accepting unconditionally without exception the clauses contained in this document containing the list of the general terms. The person signing the form will be responsible for the lease.

- 8 The rates are calculated on a weekly basis, and include the rent of the property for the maximum number of people expected in the description as well as the consumption of water and gas. Bed and bath linen can be hired from an external firm which will see to the delivery and removal at the price of euro 5,00 per person per change. The Proprietary/Landlady is excluded from providing food and beverages, surveillance services, cleaning of the rooms and any other types and/or nature of services.

9. The Proprietary/Landlady (as already specified in the description) does not permit animals, whose presence will lead to the immediate cancellation of the contract, without any right to a refund.
10. On request the circular swimming pool (diameter 10 metres) belonging to the Proprietary/Landlady can be used. The opening period of the pool without a lifeguard is generally predicted from 15th May to the 15th October, and is subject to weather conditions. The period when the heating will be turned on is regulated by Italian laws.
11. If necessary, the Proprietary or the person appointed by them reserves the right of access to do any essential maintenance work to the property and/or the garden and swimming pool.
12. The Proprietary will not be responsible in the case of a lack of water and power supply, gas or other unforeseen events beyond one's will or for circumstances beyond one's control.

Particular notes about the
contract.....

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Date.....Signature.....

The undersigned declares to have examined and expressly approved according to art. 1341 and 1342 C.C. the following clauses: 2 (Expiry date of the payments), 4 (Arrival and departure times), 5 (Obligation to pay a deposit and the right of the Proprietary to refuse entrance in the case of no deposit being paid), 6 (Obligation to examine the inventory and obligation of immediate complaint in the case of anything missing or not conforming to the written state, obligation to use due diligence, compensation of any damage caused, loss of the deposit in the case of leaving the property before the verification made by the Proprietary), 7 (Cancellation of the booking, renouncement to any other refund and/or compensation in the case of cancellation of a booking by the Proprietary due to unforeseen events and/or circumstances beyond one's control, competent court of law and applicable law) 9 (Animals prohibited and the right of the Proprietary to refuse to hand over the property).

Date.....Signature.....

RESERVATIONS

To book please download the booking form and send it, filled in and signed, to fax 0583 406098 or by post to: Dr. Francesca Grabau, Via di Matraia, 269- 55100 San Pancrazio (Lucca)