

EXAMPLE OF A MANAGEMENT CONTRACT

On the **1** day of **March** in the year **2014**, in Florence this contract is made between Mr./Mrs. **Tom Rossi**, date of birth **24 April 1955**, birthplace **New York, USA** resident of (country) **United States**, at (full address) **555, Chicken Valley Road, New Jersey 07960 USA** codice fiscale **AAA BBB 77A77 A777A** (hereinafter called the OWNER) and Pitcher & Flaccomio di Corso Flaccomio, registered Lungarno della Zecca Vecchia 30, 50122 Firenze, Italy, with (tax number) Partita IVA 05225880482, with Corso Flaccomio as the legal representative (hereinafter called the MANAGER) in relation to the management of the following apartment/property:

Apartment/property on the **3** floor of the building located in **Florence** on Via/Piazza **Via Dei Bardi 444** consisting of **5** rooms and **2** bathrooms or what ever number they may be in addition to the kitchen. (hereinafter called the PROPERTY).

The following conditions are agreed upon in advance as hereby stipulated:

APPOINTMENT

The OWNER hereby appoints the MANAGER as the exclusive managing agent of the PROPERTY and the MANAGER hereby accepts appointment of the terms and conditions set out in this contract.

DURATION

This contract shall commence on **1st June 2014** . It shall be valid for a period of **12 (twelve) Months** and shall terminate on **30th June 2015** .

STANDARD MANAGEMENT SERVICES

- 1) Inventory/photos of the PROPERTY shall be checked by the MANAGER on the day of consignment, if supplied.
- 2) The PROPERTY shall be visited and inspected once a week, assuring that all systems are in good working order such as: water, light, heating and plumbing, and the general condition of the locks and keys, window and door frames, wall and door surfaces, paving and wall tiles.
- 3) The MANAGER agrees to oversee the paying of bills which are not paid directly by the OWNER'S bank. The MANAGER requires all possible bills be paid automatically from the OWNER'S bank account (gas, electricity, telephone, internet connection and provider, insurance, satellite television, etc).

Please specify the bills that are to be paid by the MANAGER:

INSURANCE

GARDENER

MAID SERVICE

SECURITY SERVICE

CONDOMINIUM CHARGES

PERSONAL TAX RETURN (UNI)

GARBAGE TAX

OTHER Water Bills

PROPERTY TAX (ICI)

OTHER _____

TELEVISION TAX

OTHER _____

4) The accounts of each utility shall be kept (if statements are made available).

5) An account of total expenses pertaining to the PROPERTY shall be submitted annually, or by the end of the month following termination of the contract.

6) Mail shall be collected.

Please specify how the MANAGER is to treat the mail collected from this PROPERTY:

be kept by the MANAGER until further notice.

be forwarded periodically to the following address at the OWNER'S expense:

STANDARD MANAGEMENT FEES

The monthly management fee pertaining to the standard management services listed above for the aforesaid PROPERTY is **EUR 000.00** (one hundred and seventy five Euro) plus 21% IVA (added value tax). This fee shall be paid by the OWNER in advance MONTHLY BIMONTHLY ANNUALLY for the period during which this contract is in force.

A separate hourly rate of EUR 16.00 plus 22% IVA shall be applied to organise and oversee: any eventual work not outlined above or done by outside service suppliers (i.e. plumbers, electricians, accountants, etc.). These hourly fees shall be paid by the OWNER on the presentation of an invoice by the MANAGER.

The monthly management fee does not include postal expenses, tax return preparation, lawyer and accountant fees, cleaning service, condominium meeting attendance, eventual rental contract registration, etc.

ADDITIONAL MANAGEMENT SERVICES AND FEES

The OWNER may request the MANAGER to carry out any of the following additional management services and agrees to pay these additional fees relating to those services. These additional fees shall be paid by the OWNER on the presentation of an invoice by the MANAGER.

Please check box if requested:

- 1) Client, friend and family check-in and check-out (including calculation of utility expenses). The OWNER requests the MANAGER to act as his/her agent, receiving the security deposit, and at the end of the rental period, verifying the utility expenses and eventual damages, and refunding the difference from the security deposit. The OWNER exonerates the MANAGER from any damages not noted upon client departure. For this service, in Florence, the OWNER shall be charged EUR 35.00 plus IVA for each requested check-in and check-out.
- 2) COMUNICAZIONE PRESENZE ALLA PUBBLICA SICUREZZA EX ART- 147 tulps N. 773/1931 E 12 DELLA LEGGE 191/1978 (communication to police re. Italian anti-terrorism act of 1978). The OWNER requests MANAGER to act on his/her behalf to deposit the above form. The OWNER shall be charged EUR 25.00 plus IVA for this service.
- 3) Registration of contract, registration tax (imposta registro per contratti di locazione), tax stamps (bolli)
The OWNER requests MANAGER to act on his/her behalf to register the contract, to pay registration tax and the tax stamps. This service will be charged at rate of EUR 30.00 plus 20% IVA. per contract
- 4) Housekeeping: The OWNER requests the MANAGER to provide a post-departure final cleaning and laundry service. The OWNER shall be charged EUR 12.00 plus IVA per hour plus laundry expenses.
- 5) Accountant to prepare tax returns. These costs shall include the MANAGER hours at EUR 35.00 per hour, the accountant's bill and the tax.
- 6) Condominium meetings: The OWNER requests the MANAGER to attend all condominium meetings on his/her behalf. The OWNER shall be charged EUR 35.00 plus IVA per hour for this service.

For any other additional service not included in the this list, the MANAGER shall advise the OWNER prior to any such service being performed or a supplementary fee being charged.

OFFICE HOURS

The normal business hours of the MANAGER shall be from 9:00 a.m. to 1:00 p.m and 3:00 p.m until 6:00 p.m. Monday to Friday. The office shall be closed in observance of all national holidays. The MANAGER shall provide an emergency telephone number through which the MANAGER can be contacted when the office is not open. When the office is closed, standard management services shall not be performed, only emergencies will be addressed.

MAINTENANCE AND REPAIR EXPENSES

The OWNER acknowledges that extraordinary maintenance and repair expenses for the PROPERTY are totally and exclusively to be paid by him/her. Except in an emergency situation, estimates for works exceeding EUR 100.00 shall be sent to the OWNER for approval.

The OWNER agrees to create a petty cash fund to be held by the MANAGER in the initial amount of **000,00 € (00000\00 Euro)**. The OWNER agrees to replenish this fund as needed on the request of the MANAGER.

or

Bank account access shall be provided by the OWNER to the MANAGER regarding the following account:

Bank _____, Agency no. _____ in Via _____,
City _____ Account no. _____ ABI _____ CAB
_____ SWIFT _____ IBAN _____
bank telephone number _____ and contact person (if available) _____.

The OWNER authorises the MANAGER to pay said bills, agreeing that any amount anticipated by the MANAGER shall be deducted from the petty cash fund or from the OWNER'S bank account.

MODIFICATIONS

The MANAGER shall not make any changes, modifications or substitutions to or in the structure of the PROPERTY, its accessories and areas pertaining to it, without the prior permission of the OWNER.

EXEMPTION FROM LIABILITY

The MANAGER requires the OWNER to solicit, procure and maintain an insurance policy on the PROPERTY against theft, fire and third party liability. This insurance policy shall cover the PROPERTY for the full period during which this contract is in force. The OWNER expressly exempts the MANAGER from any liability for direct and indirect loss or damage which may occur from fire, theft, accidents or acts of God, voluntary or involuntary acts or omissions by third parties.

INDEMNIFICATION

The OWNER shall defend and support the MANAGER except for adjudicated wilful misconduct and/or negligence. The OWNER shall indemnify and hold the MANAGER harmless from all claims, costs, expenses, demands, lawyer's fees, suits, liabilities, judgements and damages arising from or connected with the management of the PROPERTY by the MANAGER or the performance or exercise of any of the duties, obligations, powers or authorities granted to the MANAGER. This provision shall survive the termination of this contract.

RIGHT OF TERMINATION

Either the OWNER or the MANAGER may terminate this contract prior to the agreed date set out herein by giving the other party one month's written notice. Termination of the contract, from whatever cause arising, shall be without prejudice to the rights of the parties accrued under the contract up to the time of termination.

JURISDICTION

The OWNER and the MANAGER agree that this contract is subject to and shall be construed in accordance with the laws of Italy and the Court of Florence shall have exclusive jurisdiction in relation to any disputes arising hereunder.

PROCEDURE FOR AMENDMENTS

This contract may not be altered or amended except in writing and when signed by both parties.

IN WITNESS WHEREOF both parties state that they have carefully examined and read this contract which they agree to in full and have duly set their hands the day and year first before written.

Date **1 March 2014**

Read, confirmed and signed

Tom Rossi

Read, confirmed and signed

PRIVACY POLICY

Information according to Art. 10 of Law No. 675 of 31/12/1996 (Protection of Persons and Other Parties with regard to Personal Data Processing). In accordance with the aforesaid Law, **Pitcher & Flaccomio di Corso Flaccomio**, owners of the site **www.pitcherflaccomio.com**, with reference to personal data that have or in the future will be acquired due to contractual relationships with you or contractual relationships that may take place in the future, wishes to inform you that: it exclusively collects or processes personal data in order to be able to properly carry out its economic activities; that the personal data are and will be processed in a correct and proper manner and in accordance with the Law, including both those in computer and paper-based systems; that the collection of personal data is obligatory, as it has to fulfil its legal obligations also with regard to taxation; that the data may only be communicated to third parties (for example, banks, insurance companies, other companies linked to us) in order it to perform its duties and within the mandate conferred on it; and that at any time you may freely have access to your data in order to up-date, modify or add to them or simply to indicate that you do not wish them to be used for any the purposes set out here, by writing to:

**Pitcher & Flaccomio di Corso Flaccomio,
Lungarno della Zecca Vecchia 30, 50122 Firenze, Italy
or fax to +39-055-5609916**

Informativa ai sensi dell'art. 10 della legge n. 675 del 31/12/1996. (tutela delle persone e di altri soggetti rispetto al trattamento dei dati personali).

Ai sensi della citata Legge, **Pitcher & Flaccomio di Corso Flaccomio**, titolare del sito **www.pitcherflaccomio.com**, con riferimento ai dati personali acquisiti o che verranno acquisiti in relazione ai rapporti contrattuali intercorsi con Lei o a quelli che potranno essere tenuti in futuro, informa che: la raccolta o comunque il trattamento dei dati personali ha l'esclusiva finalità di poter svolgere in modo adeguato la propria attività economica; che i dati personali sono e saranno trattati in modo lecito e secondo correttezza e comunque nel rispetto della citata Legge, sia con sistemi informatizzati che cartacei; la raccolta dei dati personali ha natura obbligatoria, dovendosi dar corso agli adempimenti di legge anche in materia fiscale; i dati potranno essere comunicati ad organizzazioni terze (es.: banche, enti assicurativi, organizzazioni a noi collegate) esclusivamente per lo svolgimento del nostro rapporto e nell'ambito degli incarichi a noi conferiti; in qualsiasi momento Lei potrà accedere liberamente ai propri dati per aggiornarli, modificarli, integrarli o semplicemente opporsi al loro utilizzo, per le formalità qui indicate, scrivendo a:

**Pitcher & Flaccomio di Corso Flaccomio,
Lungarno della Zecca Vecchia 30, 50122 Firenze, Italy
or fax to +39-055-5609916**