**Contract de Comodat**

**(*Free Rent Contract*)**

**No. … / ...**

 **[...]**, domiciled in [...], identified with an identity card series [...] no. [...], issued by [...], on [...], personal code number/tax number [...],

as a ***lessor****,* of the one part,

 and

 **[...]**, domiciled in [...], identified with an identity card series [...] no. [...], issued by [...], on [...], personal code number/tax number [...]

as a ***lessee,*** on the other hand,

alone known as “party”, and together as “parties”,

agreed to conclude this Contract under the following conditions:

 **Art. 1. Object of the Contract**

The object of the Contract is the remittance by the *lessor*, as rent for free use, to and for the benefit of the *lessee*,ofthe space located in [...] with a usable area of ​​[...] sqm.

**Art. 2. Duration of the contract**

 This Contract is valid for a period of [...] years, starting from the date of its signing by the parties. The contract is automatically extended, for durations similar to the initial one, if neither party communicates in writing the intention to terminate the contract at least [...] days before the expiration of the contractual term.

 **Art. 3. The rights of the Lessee**

During the rental period, the *lessee* has the right to use the apartment mentioned above free of charge.

 **Art. 4. Obligations of Lessee**

 *The lessee* undertakes that, when taking over the above-mentioned location, they will use it with all the diligence of a good owner, in accordance with their object of activity, for which purpose:

- will pay the corresponding shares of the expenses related to the maintenance of the location (electricity, gas, telephone cost, cable TV, etc.).

- will use the space with the destination of a **registered office of [...].**, **with tax registration number** **[...] and registered in the Trade Register under no. [....],** as well as with any other destination, with the prior consent of the *lessor*, unless the law provides otherwise.

- undertakes to hand over to the *lessor* the space that is the object of this Contract in the state in which it was received, in perfect condition of conservation and functioning.

 **Art. 5. The obligations of the lessor**

* undertakes to lend to the *lessee the* above-mentioned space for free use, under the conditions established in the Contract.
* will allow the *lessee* to carry out, at their own expense, any arrangements that will be necessary in order to modernize space / with the prior consent of the lessor.

*The lessor* reserves the right to visit the location periodically, with the prior notice of the *lessee*, in order to verify whether the *lessee* complies with its obligations under this Contract.

**Art. 6. Assignment of the Contract**

 1. The *lessee* has no right to transfer, in whole or in part, the right of use over the location he has under this contract.

 2. The assignment of the contract is allowed only with the prior consent of the *lessor*.

**Art. 7. Force majeure and fortuitous case**

Force majeure and fortuitous event shall be the responsibility of the invoking party, provided that they notify the other party about the case of force majeure or fortuitous event, within 5 (five) days of occurrence. Within 5 (five) days from the termination of force majeure, the party that invoked it shall notify the other party, make every effort to remove its effects and immediately proceed to the execution of its obligations.

 **Art. 8. Termination of the contract**

 The contract terminates in the following cases:

- By the agreement of the parties.

- At the request of one of the parties, with a notice of [...] days.

- In other cases provided by law.

**Art. 9. Disputes**

This Contract shall be submitted and interpreted in accordance with the [...] laws. Any dispute arising out of the interpretation or execution of the Contract, or in connection therewith, shall be settled amicably. If it is not possible to settle the disputes amicably, the disputes will be settled by the competent courts.

 Signed today, [....].

 **Lessor Lessee, \_\_\_\_\_\_ \_\_\_\_\_\_**