



# *Alberti University Residences*

*ACADEMIC YEAR 2009/2010  
RULES*

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## GENERAL RULES – ASSIGNMENT AND REVOCATION OF THE LODGING PLACE

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## GENERAL RULES – CONSIGNMENT OF THE LODGING AND REVOCATION OF THE LOCATION'S CONTRACT

### Art. 1. Behaviour's rules in collectivity

1. In the Alberti University Residences the behaviour of the individual must be based, as regards the relationships with the other tenants, on the observance of the fundamental rules of tolerance, respect and collaboration, that only can guarantee the daily cohabitation.

1. Within such general norm, the student must observe the dispositions of which to the present Rule, which he/she undersigns for acceptance during the signature act of the contract of location.

2. The student must observe all the prescriptions of law, of the rules of Urban Police and Public Safety being applicable, those related to the obligations of the conductors, as well as every additional prescription (inside circulars) to the present Rule, emanated during the tenancy from UNICA, manager of the Residences.

3. The student must:

- a) Use all the spaces and the equipments (particularly the common spaces) in the respect and agreement with the other tenants;
- b) Periodically check the efficiency of all the available equipments and furnishes as well as of the fittings (with particular respect to pipeline and faucets of water, thermostats etc.), handling to give timely warn to the personnel of the Manager of the possible breakdowns;
- c) Personally take care of the hygienic norms, the order and the decorum of the lodging;
- d) Give written communication to the Manager of possible prolonged absences;
- e) Allow the access to the personnel entrusted by the Manager for the execution of urgent reparation's interventions.

4. The student can't:

- a) keep in the lodging weapons and **drugs**, as well as harmful substances or inflammable materials;

- b) to expose notices, posters or other;
- c) to bring trouble to the other assignees. Particularly, after 23.00 p.m. and before 8.00 a.m., sounds, songs and noises of whatever type causing trouble to the calm, to the rest and the study, are forbidden; in the remaining time of the day the use of musical tools, radio, televisions, stereo fittings etc. and the general behaviour must be such not to cause trouble to somebody. The violation of what mentioned above will bring suitable provisions taken from the Manager;
- d) to put bulky material in the common spaces (tables, furniture, etc.);
- e) to put on the balconies or on windowsills any object whose presence can jeopardize the decorum and the hygiene of the residence or to constitute danger for the safety of the passers-by, or is forbidden by the City Rules in force. If the violation of what above will bring the necessity of extraordinary cleanings of the common spaces, these will be debited to the occupants of the Residences and added to the building's tenants' cleaning expenses;
- f) to throw in the ducts of unloading of sinks, wc etc., material that can clog the pipelines;
- g) to make changes or adaptations in the places, paintings, distemperings, moves or adaptations of fittings;
- h) to tamper the electric plant, the heating and to use multiple sockets of various typology;
- i) to remove equipments of whatever type inside the lodgings, except in the cases expressly authorized;
- j) to carry out a dismantlement, a change or other of the furnishes and of every other existing element in the Residences;
- k) to perform or to make perform on one's own reparation's interventions without preventive authorization of the Manager;
- l) to use stoves of any type out of the equipments predisposed on purpose by the Manager.
- m) to throw or to deposit garbage or refusals of any kind on the galleries or in the common spaces or however out of the special bins on the road center. In the case in which such norm is violated the Manager will provide to make remove the deposited garbage or refusals by special personnel and he will debit the consequent expense to the occupants of the Residences.

## Art. 2. Taken on consignment of the lodging

1. The student before the delivery of the lodging must undersign:

- Contract of lodging tenancy;
- Special record of delivery of the lodging (check in), related to the state of the building, to the identification and the state of the lodging's furnish and equipments. Contextually the assignee will receive copy of the readings of the counters of water and heating;
- signature of the present rule for taking vision and acceptance.

2. All the equipments, fittings, furnish, etc. which constitute the endowment of the rooms and the common spaces of the Residence are submitted to the students for the whole period of enjoyment of the lodging: **every student is directly responsible** of the good maintenance of the goods that have been submitted them and, at the moment of the resignations, they must return them in the same state, save the natural deterioration for ancientness, punishment the reimbursement of the damage.

3. UNICA doesn't assume responsibility towards the tenants as regards the valuables or money and anything else left from them in the lodgings.

### **Art. 3. Documentation required at the act of signature of the contract**

1. During the signature of the tenancy contract, the student/s must introduce the following documentation to the Manager:

- a) valid recognition document (identity card, residence permit, passport, etc.);
- b) interest-bearing cautionary deposit equal to the import foreseen from the tenancy contract for possible damages to the building e/o to the supplies inside it;
- c) in case of contract's duration superior to six months, banking or assicurative guarantee or substitutive banking check of the aforesaid guarantee of the payment of the monthly rents e/o accounts and utility for an amount equal to four months of tenancy;
- d) payment of the first monthly rent, of the expences and utility' first account and, if desired, of the first month of the internet fee;
- e) autocertification of the registration to the university or to other equivalent course;
- d) copy of the Fiscal Code.

2. In case of default in the presentation of the documentation in demand the student/s cannot take possession of the lodging.

### **Art. 4. Cautionary deposit**

1. The interest-bearing cautionary deposit above mentioned as defined in the preceding point is held back by the Manager for the whole contractual period as guarantee of possible damages or shortages chargeable to the student and verified in a special joined inspection. The amount of which above, subordinately to the positive result of the verification of which above, and net of possible sums eventually due to UNICA, **will be returned, increased of the affairs of law, to the student during the release of the lodging and the delivery of the keys.**

2. The banking or assicurative guarantee or substitutive check is held back by the Manager for all the contractual period as a guarantee of the payment of the monthly fees e/o accounts expences and utility. The banking or assicurative guarantee or substitutive check of what above mentioned **will be returned to the student during the release of the lodging and the delivery of the keys.**

### **Art. 5. Modality of payment of the rent and reimbursement of the utility**

1. The **payment of the rent must be carried out in the number of installments foreseen from the Contract to pour within the day 1 of every month (if not otherwise foreseen from the Contract)** through payment directed to the center of the Cooperative UNICA or through I banking for UNICA Soc. Coop. di Abitazione. **Every other modality of payment must preventively be arranged with the Manager.**

2. The student is kept to communicate during the signature of the contract the address to which it will be sent to the Manager the correspondence related to communications and fiscal invoices.

3. The expenses related to the consumptions of electric energy, water, heating and of the building's expenses is notified with the issue of special quarterly account. In the case of consumptions surplus to the amount of the versed accounts, the suitable quota must be payed within the expiration indicated in the account. In case of delayed payment a fixed arrears of € 10,00 will be debited beginning from the following month to the due date and

multiplied for every further month of delay. In the case of inferior consumptions to the amount of the poured accounts the Manager will provide to send forth special note of credit.

4. The students in international mobility are kept to communicate, through special form delivered to them by the Manager, the banking extreme for the restitution of possibile money through I banking.

## **Art. 6. Damages and shortages**

1. The possible damages e/o shortages of the lodging must be refund at the student on the base of the special prices list predisposed by the manager delivered at the moment the contract had been stipulated.

2. In the cases of damages e/o non suitable shortages in the prices list, the responsible student will have to refund the reparation's cost, or, in the case in which the reparation is not possible or is antieconomic, the price of the damaged or lacking good.

3. For interventions of reparation, substitution of furnish or equipments following consequential damages from bad use or from shortages in comparison with the check-in of the tenancy, performed by the personnel of the Manager, they will proceed to the debit both of the manpower's costs, both of the pieces of exchange or the goods purchased for replacing those damaged, where is not possible to accomplish the reparation of these last ones.

The manpower's cost of the Manager's personnel is fixed in € 20.00 /hour

3. In the case in which is not possible to impute individual responsibility, every student will be responsible jointly and severally with the others of the lodging for the damages and shortages verified inside the same lodging.

4. The possible damages to the common spaces must be refund from the student / s after the reparations have been carried out by firms entrusted by the Manager.

5. In the case in which is not possible to impute individual responsibility, every student of the Residences will be responsible jointly and severally with the others for the damages verified in the common spaces of the Residences.

6. The damage must be refunded within ten days from its application. The responsible students must make the payment at the center of the Manager, in the schedule of opening to the public of this Office.

7. In the case of damages e/o shortages of the lodging found during the final control before the release (check out) the amount owed by the student / s will be held back by the cautionary deposit.

## **Art. 7. The student's burdens**

**1. The student must handle the good maintenance of the lodge.**

2. If necessary extraordinary interventions or for distempering or ordinary maintenance or maintenance due to damages provoked by the students, these last ones must sustain the relative expenses.

## **Art. 8. The Manager's burdens**

1. It is expense of the Manager:

- a) the maintenance of the building;
- b) the reparation of equipments and fittings of general service;
- c) the substitution of the goods worn for ancientness;

## **Art. 9. Manager's access to the lodging**

1. The Manager owns a copy of the keys of access to the lodgings.
2. The Manager's access in the rooms takes place:
  - a) at the presence than at least one of the residents:
    - behind application of the students themselves or than at least one of them.
  - b) also in absence of the students, with warning than at least 24 hours:
    - in the case of prolonged absence of the student, communicated by the same, to make controls or extraordinary interventions related to the existing fittings in the lodging;
    - to make controls on the general course of the management;
  - c) also in absence of the students and without any warning:
    - to perform urgent interventions or reparations.

## **Art. 10. Modality of release of the lodging**

1. During the effective release, at the end of the contractual period, the student owes without fail to undersign the special record of delivery (check out) and to give back the keys. Such operation is developed with a joined inspection together with person entrusted by the Manager. In the case of missed redeliver of the totality of the keys delivered to the / the student / s the at the delivery of the lodging the student / s must refund a penalty to the Manager according to what foreseen in the tenancy contract.
2. The release of the lodging under non perfect hygienic conditions will involve the reimbursement from the student / s of the cleaning of the apartment for an import equal to Euro 150,00.
3. The possible damages or shortages, in comparison with the delivery, it will be debited to the student.
4. In the case in which the student doesn't comply to the fulfillments foreseen to the preceding paragraphs, the Manager will hold back the whole amount of the versed cautionary deposit during the assignment.

## **Art. 11. Resolution of the contract**

1. As foreseen from the rent contract it is also forbidden the partial sublease and the comodato of the rented real estate unity, otherwise it is foreseen the resolution of the contract by law.

**FORM OF DELIVERY OF THE RULE  
OF THE "ALBERTI" UNIVERSITY RESIDENCES  
A.Y. 2009/2010**

I, undersigned \_\_\_\_\_ declare to have received in date \_\_\_\_\_ the Rule of the "Alberti" University Residences and I expressly undersign and I approve all the clauses and the obligations foreseen from the same rule.

Signature