

DRAFT LEASE CONTRACT - SOLICITATION IT-23-001

DEPARTMENT OF THE ARMY

LEASE CONTRACT DACA9052300.....00
(OCONUS Reference No.: DA-RE-IT-....)

BETWEEN

.....

AND

THE UNITED STATES OF AMERICA

THIS LEASE, made this day of2023 between -, Fiscal Code No., whose address is, whose interest in the property hereinafter described is that of Owner (hereinafter called "Lessor") - and the UNITED STATES OF AMERICA (hereinafter called U.S. GOVERNMENT), c/o Caserma Carlo Ederle in Vicenza, Fiscal Code No. 80028250241, acting by and through its Contracting Officer (Real Estate Contracting Officer),, pursuant to delegations of authority from the Secretary of the Army, under the authority of Title 10, United States Code, Section 2828.

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. DESCRIPTION OF THE PREMISES: The Lessor hereby leases to the U.S. Government the following described premises:, located on complete with, together with all improvements, rights, privileges, easements, and appurtenances belonging thereto. The premises are identified at the Ufficio del Territorio di (cadastral office) as: Town of, Sheet, Plot, Sub.

2. TERM: To have and to hold the said premises and their appurtenances for an initial five (5) year term beginning on2023 and ending on2028 subject to termination and renewal rights as hereinafter set forth. The obligation of the U.S. Government to make payments under this lease contract in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease contract shall be interpreted to require obligations or payments by the U.S. Government in violation of the Anti-Deficiency Act (31 USC 1341).

3. RENTAL AND OTHER CHARGES: a. The U.S. Government shall pay the Lessor the amount of:
(1) €.....00/year - as basic annual rent.

- (2) €.....00/year - as annual reimbursement for contract registration or flat tax rate (Cedolare Secca), refuse collection fee, cesspool emptying, all the condominium expenses (such as stairway lights, stairwell cleaning, etc.), elevator costs to include the maintenance and the annual control and inspection charges, annual cleaning and adjustment of heating unit/hot water tank, annual cleaning of air-conditioning systems, annual servicing of the sump-pumps and their backup batteries, and full and general maintenance and repairs with the exception of minor maintenance (as per Art. 1609 of the Italian Civil Code).

For a total annual amount of (EURO) €...../year.

b. The U.S. Government agrees to make payment of basic rent and other charges within 30 days from the start date of the period it refers to, and upon submission of an invoice to be presented prior to the beginning of the rental period, as described herein after. In the event the invoice is presented after the beginning of the rental period, the 30 days for payment shall be calculated starting from the day following the presentation of the invoice.

- (1) for the first period,: €.....
- (2) for all subsequent semi-annual installments, starting (1 October or 1 April): €.....
- (3) for the last period,: €.....

c. Rental payments shall be made to the Lessor by electronic bank transfer (bonifico bancario) to the International IBAN and Swift/BIC coordinates indicated on the WIRE TRANSFER AUTHORIZATION FORM (UFC FORM 26).

d. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 3901) is applicable to payments under this lease and requires the payment to Lessors of interest on overdue payments, except as provided in 3.f. below. However, the Lessor agrees that interest will not be demanded before the 30th day after such rental payment is due.

e. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

f. The Lessor agrees to grant the United States until 1 December to pay the semi-annual installment for the period beginning 1 October due to administrative delays associated with the United States fiscal year appropriations process. When such payments are made between 1 October and 1 December, the Lessor agrees that interest shall not start to accrue in accordance with para. 3.d. until after 1 December.

4. OTHER LEASED ITEMS: The Lessor shall furnish to the U.S. Government, as part of the rental consideration, the items described in ANNEX "B".

5. TERMINATION: a. The US Government shall have the right to terminate this lease, in whole or in part, at any time by giving the Lessor at least 30 days advance written notice by registered mail prior to the last day of the month in which termination is desired. In the case of such an early termination, in whole or in part, of the contract, the Lessor shall refund the U.S. Government any portion of the rent and other charges paid in advance and not earned at the time of termination of the lease.

b. The Lessor shall have the right to terminate this lease by giving the US Government at least 180 days advance written notice prior to the expiration date of the final term (ending2028) or renewal thereof. Should the Lessor not notify the US Government in writing of his intention to terminate the lease and/or the two parties could not reach a mutual agreement to renew, the U.S. Government shall have the option to extend the existing lease for 6 additional months, at the same clauses and conditions.

c. No restoration shall be required of the U.S. Government upon termination, in whole or in part, or expiration of this Lease Contract except for the damage caused by either misconduct, negligence, or fault of the tenant. If the Lessor requires restoration of such damages for which the U.S. Government is responsible, he shall give written notice to the U.S. Government at least sixty days prior to the termination or expiration of the Lease Contract. Within 90 days following the termination, the Lessor will furnish to the U.S. Government a claim with a detailed cost estimate that the U.S. Government will evaluate and depreciate by applying an "average life" factor to each item. The parties shall then arrive at a mutually accepted solution and enter into an Agreement stipulating a cash settlement in exchange for a full release and waiver of all claims. Under no circumstances shall the U.S. Government be obligated to repaint the premises upon termination or expiration of the Lease Contract.

d. Partial Terminations shall be executed in accordance with the terms and conditions of this Lease Contract, particularly with the conditions set forth in ANNEX "A" – PARTIAL TERMINATIONS.

6. TAXES: a. The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease, or which may be assessed against the demised premises. This includes, but not limited to, registration of the lease and payment of relative charges, road access tax, TASI to include the tenants' portion, TARI, and IMU.

b. The Lessor warrants that the rental charges do not include any tax, duty, patent royalty or similar charge which the U.S. Government and the Lessor's Government have agreed shall not be applicable to expenditures in the Lessor's Country by the United States or any tax, duty, or similar charge from which the Lessor is exempt under the laws of the Lessor's Country. If any such tax, duty, or similar charge has been included in the lease through error or otherwise, the lease rates shall be correspondingly reduced.

c. If for any reason after the execution of the lease the Lessor is relieved in whole or in part from the payment or the burden of any tax, duty, patent royalty or similar charge included in the lease rates, the lease rates shall be correspondingly reduced.

7. PAYMENT REQUESTS/INVOICES: The Lessor shall furnish two (2) copies of the payment requests, or invoices if the Lessor is an economic operator/firm, for the rental and other charges to the Italy Real Estate Field Office, Attn: CENAU-RE-I, Unit 31401 Box 86, Caserma Carlo Ederle, Viale della Pace, 36100 Vicenza, Italy. Each payment request/invoice shall include the name, address and fiscal code of the Lessor, the contract number, period it refers to, Vendor code and an itemized list of all charges. The original of each payment request/invoice will be signed by the Lessor or his authorized representative and will include the following certificate in English:

"I certify that this invoice is true and correct, that payment thereof has not yet been made and that its amount does not include the Added Value Tax (IVA) because this transaction is not subject to the IVA tax in accordance with Article 72 of Presidential Decree No. 633 of 26 Oct 1972. I also certify that the amount of this invoice is exclusive of all other taxes and duties from which the U.S. Government

is exempted by virtue of any tax agreement between the United States Government and the Italian Government.”

8. **WARRANTY OF RIGHT TO LEASE PREMISES:** The Lessor warrants that he has the right to lease the property. If the title of the Lessor shall fail, or should it be discovered that he could not lease the property, the U.S. Government may void this lease. In the event that the title of the Lessor shall fail, and the U.S. Government shall be obliged to vacate the premises, the Lessor, his heirs, or assigns agree to indemnify the U.S. Government for all loss, damage, liability, or expenses incurred by reason of such failure.

9. **LESSOR’S SUCCESSORS:** The terms and provisions of this Lease Contract and the conditions herein shall bind the Lessor and the Lessor’s heirs, executors, administrators, successors, and assigns.

10. **EQUIPMENT AND UTILITIES:** a. The Lessor warrants the mechanical equipment and utilities to be in good serviceable and operating condition. In particular the Lessor warrants that the heating system of the leased premises is adequate and sufficient to maintain a 22 degrees Celsius temperature and the air-conditioning system of the leased premises is adequate and sufficient to maintain a 24 degrees Celsius temperature. If the photovoltaic (if installed), solar (if installed), heating, air-conditioning, domestic hot water, electric, water softener, sump-pumps, and their backup systems (batteries or generators), water or gas systems prove to be inadequate, the Lessor agrees to correct the deficiencies at his expense. Furthermore, the Lessor warrants the mechanical equipment, utilities and their respective systems comply with present Italian safety norms. Should these norms be changed or modified the Lessor will, at his expense, do whatever is necessary to comply with the new norms.

b. Whereas the U.S. Government has an urgent need to occupy the premises, the two parties have agreed that, within the start date of the lease term, the Lessor shall provide the premises complete with functional utility connections and services (water, electricity, sewer, and gas). As soon as the U.S. Government is able to sub-enter the utility contracts, the Lessor shall be reimbursed, by means of a Supplemental Agreement, for the consumption costs he sustained on behalf of the U.S. Government following submission of the receipts of payment. All the utility contracts shall be for domestic use and the electric contracts shall be for 6Kw per dwelling unit.

11. **EXCLUSIVE USE:** The premises are to be used by members of the U.S. Forces. The Lessor shall not interfere with nor restrict the U.S. Forces in the peaceful use and enjoyment of the leased premises, nor shall the Lessor erect any fence, wall, partition, or any construction upon the leased premises, except as otherwise agreed to by the U.S. Government.

12. **SALE OR TRANSFER OF LEASED PREMISES:** The Lessor agrees, in the event of sale or transfer of the premises during the term of this lease or renewal thereof, to include in the contract of sale or transfer, a provision to the fact that the sale or transfer is subject to the terms and conditions of this lease.

13. **MAINTENANCE AND REPAIRS:** a. The Lessor shall, at all times, maintain the leased premises in good repair and tenantable condition, with the exception of minor maintenance (as per Art. 1609 of the Italian Civil Code) which shall be the responsibility of the U.S. Government unless stated otherwise herein. In the event the Lessor shall be absent or otherwise unavailable, he shall provide to the U.S. Government the name, address and telephone number of a designated representative who will assume full responsibility for maintenance and repairs.

b. In addition to extraordinary maintenance and repairs, the Lessor shall be responsible to perform all ordinary maintenance and repairs with the exception of minor maintenance as described in Article 1609 of the Italian Civil Code. All maintenance and repairs shall be performed as soon as possible.

c. The U.S. Government may, at its election, either perform emergency maintenance and repairs and recoup the costs from the Lessor or notify the Lessor of the emergency and require the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 72 hours from the time of notification. Emergency maintenance and repairs include but are not limited to:

- (1) Failure of heating system to maintain specified temperature.
- (2) Failure of hot water system.
- (3) Inadequate or no water pressure.
- (4) Leaking water pipes.
- (5) Blocked or leaking drains.
- (6) Electrical failure on the premises.

d. In the event the Lessor shall fail or neglect to perform non-emergency maintenance and repairs within 10 days from the date notice is given by the U.S. Government, and in case of an emergency the U. S. Government may immediately perform such maintenance and repairs and deduct all costs thereof from the rental and other charges due or to become due under the terms of this lease.

e. Upon written request by the U.S. Government, the Lessor shall perform necessary repairs of damages resulting from negligence or misconduct of U.S. personnel, dependents, or guests, and charge the reasonable costs thereof to the U.S. Government.

f. Irrespective of the provisions of Article 1609 of the Italian Civil Code the Lessor shall perform:

- (1) the cleaning of the air-conditioning units and the heating units as required by the most current Italian codes and standards to include clean/replace filters, replenish refrigeration gas/liquids, burners, exhaust fume checks, etc. Air-conditioning units and heating units shall be adjusted to be compliant with pollution prevention and energy conservation directives dictated by most current Italian codes and laws. The Lessor shall perform annual cleaning (to include fumes control) and adjustment of heating unit/hot water tank prior to the beginning of each heating season, as required by Italian safety norms, and shall perform the maintenance and repairs of the units. Furthermore, the Lessor shall perform cleaning of the air conditioning units in accordance with the requirements of the manufacturer, as a minimum once a year prior to the beginning of the summer season and shall perform the maintenance and repairs of the units.
- (2) if one or more photovoltaic and/or solar systems are installed, the cleaning (minimum once a year, possibly at the part of spring), maintenance and repairs, and ensure maximum efficiency of the photovoltaic and solar panels as dictated by the manufacturer and by the most current CEI norms, and Italian codes and laws. All work shall be performed to Italian and CEI codes, industry standards, and laws.
- (3) Inspect and clean annually (or as required) sewage septic tanks, sewage inspection manholes, IMHOF, grease condensation tanks and pipes to assure proper operation and

prevent sewage stoppage. The Lessor shall also ensure the sump-pumps, their backup systems, and sump pits are inspected and clean annually (or as required) to ensure maximum efficiency.

- (4) cleaning, servicing, and repairs of the sump-pumps and their backup batteries, and the servicing of the fire extinguishers in the basement areas.
- (5) cleaning, servicing, and repairs of the water softener system of each dwelling unit and shall provide and add the necessary salt and/or liquids when necessary to assure proper operation of the system.
- (6) inspection and servicing of the gas detectors in each kitchen and replacement of the sensors every five years.
- (7) the servicing, and repairs of the condominium driveway gate and its motorization to ensure proper operation of the system.

g. After the first twenty-four-month term of this Lease Contract, the U.S. Government shall assume the responsibility to perform annual cleaning (to include fumes control) and adjustment of heating units/hot water tanks prior to the beginning of each heating season, as required by Italian safety norms, and shall perform cleaning of the air conditioning units in accordance with the requirements of the manufacturer, as a minimum once a year prior to the beginning of the summer season. In addition to extraordinary maintenance and repairs, which includes replacement of the units when they become economically not serviceable, the Lessor shall be responsible to perform all ordinary maintenance and repairs with the exception of minor maintenance to the heating and air conditioning units.

h. The Lessor shall be responsible for initial landscaping, fertilizing, seeding, sodding of the gardens. He will also be responsible for the care and cleaning of common areas twice a week (stairs, entrance, and parking areas) and the trimming or cutting of grass, trees, vines, and hedges. The U.S. Government is responsible for mowing, raking, watering, policing, and disposing of the debris in the private yard of each dwelling unit in exclusive use to the U.S. Government.

i. For the premises leased to the U.S. Government with this Lease Contract, the Lessor shall be responsible to obtain the Fire Prevention Certificate (Certificato Prevenzione Incendi), if required by Italian and/or local norms and regulations. Furthermore, the Lessor shall furnish and maintain in an efficient state the systems, devices, equipment, and any other fire safety measures provided, and shall perform maintenance and inspections in accordance with the timelines specified in the Fire Department's (comando Vigili del Fuoco) Fire Prevention Certificate, as required in Italian and/or local norms and regulations, and as required by the manufacturer of the items installed.

14. ASBESTOS: The Lessor certifies that no asbestos material and no lead-based paint is present on the premises. The U.S. Government is authorized to inspect the premises for material containing asbestos and lead-based paint. If in case any material is found which releases asbestos fibers into the air and/or lead-based paint is found on the premises the Lease Contract may be terminated by the U.S. Government without notice, unless the Lessor removes the parts containing asbestos and or lead-based paint within 4 weeks. Any costs arising therefrom for the U.S. Government must be borne by the Lessor.

15. DAMAGES: a. The U.S. Government shall be liable only for damage to the premises resulting from negligence or misconduct of U.S. personnel, dependents, or guests. It is agreed and understood that the U.S. Government shall not be liable for any loss, destruction, or damages to the premises due to any defect beyond the control and without the fault or negligence of the U.S. Government, including, but not restricted to, acts of God, fires, lightning, floods, or unusually severe weather.

b. If, during the term of this lease, the premises be destroyed by fire or any other casualty, this lease shall immediately be terminated. In that event, the Lessor shall refund the U.S. Government any portion of the rent and other charges paid in advance and not earned at the time of termination due to destruction. If, however, the premises be partially destroyed or damaged by fire or any other casualty, this lease may be terminated at the option of the U.S. Government upon written notice. If not terminated, the rent shall be reduced proportionally by supplemental agreement effective from the date of such partial destruction or damage and the Lessor shall at his expense repair the premises as soon as possible.

16. RIGHT OF INSPECTION BY LESSOR: Upon request, the Lessor or his agent shall be authorized to inspect the premises at reasonable hours.

17. ADDITIONS AND ALTERATIONS: a. Upon written approval of the U.S. Government, the Lessor may make additions and alterations of the leased premises. This will be accomplished by supplemental agreement.

b. Upon written approval of the Lessor, the U.S. Government may make additions, alterations, or improvements and attach fixtures or signs in or upon the leased premises. These additions, alterations, improvements, fixtures, or signs shall be considered as personal property and shall remain the property of the U.S. Government and may be removed or otherwise disposed of by the U.S. Government upon expiration or termination of the Lease. In this case, Art. 1592 of the Italian Civil Code will also apply.

18. COVENANT AGAINST CONTINGENT FEES: The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the U.S. Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the rental price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

19. UNITED STATES OFFICIALS NOT TO BENEFIT: No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

20. GRATUITIES: a. The U.S. Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army of the United States or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the U.S. Government with a view toward securing a lease or securing favorable treatment with respect to the performance of such lease; provided that the existence of facts upon which the Secretary of the Army of the United States or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in subparagraph a. above, the U.S. Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army of the United States of his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the U.S. Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

21. **CONDITION REPORT:** A joint physical inventory and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the existing condition, and will be signed on behalf of the parties hereto. The same procedure shall apply at the time the U.S. Government surrenders possession of the premises to the Lessor.

22. **DEFINITIONS:** The term "Contracting Officer" means the person executing this lease on behalf of the U.S. Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this lease, the authorized representative of a Contracting Officer acting within the limits of his authority.

23. **NOTICE:** Any notice under the terms of this agreement shall be in writing signed by a duly authorized representative of the party giving such notice. If notice is given by the U.S. Government, it shall be addressed to, Alla C.A del, Via, telephone No....., e-mail address, (however, the point of contact for any maintenance problems is telephone No.-.....); if given by Lessor, it shall be addressed to Italy Real Estate Field Office, Attn: CENAU-RE-I, Unit 31401 Box 86, Caserma Carlo Ederle, Viale della Pace, 36100 Vicenza, Italy, telephone No. 0444-71XXXX, e-mail address ItalyRealEstateFieldOffice@usace.army.mil.

24. **ENERGY PERFORMANCE CERTIFICATE (APE):** The U.S. Government acknowledges receiving a copy of the Energy Performance Certificates for the leased premises. Copies of the Energy Performance Certificates are enclosed in ANNEX "E" to this Lease Contract.

25. **INTERPRETATION:** This lease is executed in English with a courtesy translation furnished to the Lessor: in the event of inconsistency between any terms of this lease and its translation, the English language shall control.

26. **SOVEREIGNTY:** None of the foregoing provisions may be deemed or construed to imply a waiver of the U.S. Government's rights as a sovereign. Third party claims shall be resolved in accordance with the NATO SOFA and/or any Bilateral Agreements between the United States of America and the Republic of Italy concerning claims against the United States Government and/or U.S. Forces in Italy by third parties.

27. **DISPUTES CLAUSE:** a. All disputes arising under or relating to this Lease shall be resolved under the provisions of the Contract Disputes Act of 1978, as amended (41 U.S.C. §§7101-7109).

b. The Parties shall proceed diligently with their performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease.

28. MODIFICATION: No change or modification of this lease shall be effective unless it is in writing and signed by both parties to the lease.

29. ANNEXES: The following annexes are an integral part of this lease:

- ANNEX "A" - PARTIAL TERMINATIONS.
- ANNEX "B" - ITEMS OF PROPERTY TO BE FURNISHED BY LESSOR.
- ANNEX "C" - SPECIAL CONDITIONS.
- ANNEX "D" - DRAWINGS AND PHOTOGRAPHS.
- ANNEX "E" - ENERGY PERFORMANCE CERTIFICATE (APE)
- ANNEX "F" - JOINT INSPECTION REPORT.

IN WITNESS WHEREOF, the parties hereunto subscribed their names on the date above written.

IN THE PRESENCE OF:

LESSOR:

.....

.....

THE UNITED STATES GOVERNMENT:

THE UNITED STATES OF AMERICA
Represented by
CHIEF, REAL ESTATE
REAL ESTATE CONTRACTING OFFICER
USACE, EUROPE DISTRICT

The undersigned Lessor specifically accepts and approves each and every condition and clause contained in the lease and particularly paragraphs 2, 3, 4, 5, 6, 7, 11, 12, 13, 15, 17, 24, 25, 26, 27 and 28 in accordance with and to the effect of Article 1341 of the Italian Civil Code.

LESSOR:

THE UNITED STATES GOVERNMENT:

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THE UNITED STATES OF AMERICA
Represented by
CHIEF, REAL ESTATE
REAL ESTATE CONTRACTING OFFICE
USACE, EUROPE DISTRICT

ANNEX "A" – PARTIAL TERMINATIONS

In the event the U.S. Government should exercise the option reserved to it in Paragraph “6. TERMINATION” of this Lease Contract, and perform a partial termination of the leased premises, the following shall apply:

1. For each type of dwelling unit, the parties have identified specific annual rental and other costs which shall be the basis to calculate the new rent and other costs should a partial termination be executed. The costs, which are fixed for the entire term of the Lease Contract, are:

Dwelling Unit N°/type	(1) Basic Annual Rental per Dwelling Unit	(2) Annual Reimbursements Costs/Dwelling Unit

2. Lessor shall refund the U.S. Government any portion of the rent and other charges paid in advance and not earned at the time of the partial termination. At U.S. Government’s discretion the amount will either be deducted from the first rental and other charges to become due under the terms of the Lease Contract after the notice has been issued or shall be included as part of the Partial Settlement Agreement and Release Agreement.

3. On the date the premises are returned to the Lessor, the U.S. Government and the Lessor must perform a joint physical inventory and inspection of the demised premises to identify all maintenance, repairs and damages, and the items which the U.S. Government will be leaving on the premises. If the Lessor requires restoration of such damages for which the U.S. Government is responsible, he shall give written notice to the U.S. Government within 90 days of the inspection and will furnish to the U.S. Government a claim with a detailed cost estimate that the U.S. Government will evaluate in accordance with Paragraph “5. TERMINATION” of the Original Lease Contract. Once the partial termination and the join inspection have been completed, and the two parties have reached a mutual agreement on the termination costs, a Supplemental Agreement “Partial Settlement Agreement and Release” shall be executed.

LESSOR:

THE UNITED STATES GOVERNMENT:

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THE UNITED STATES OF AMERICA
Represented by
CHIEF, REAL ESTATE
REAL ESTATE CONTRACTING OFFICER
USACE, EUROPE DISTRICT

ANNEX "B" - ITEMS OF PROPERTY TO BE FURNISHED BY LESSOR

Prior to the effective date of the lease, the Lessor agrees to install, construct, or otherwise furnish as part of the rental consideration at no additional expense to the U. S. Government, the following items:

(The following are the items most commonly requested in a government lease contract that need to be considered during the preparation of the Proposal/Offer)

1. External Details
 - a. A water faucet will be installed in each private yard and in common area of multi-dwelling buildings.
 - b. Yards will be fenced, and the green areas landscaped to include grass.
 - c. In multi-dwelling units, owner will be responsible for grass cutting, landscape maintenance and general clean-up of common areas.
 - d. Pedestrian gates will have an automatic closure system.
 - e. Car gates will be remote controlled, and three remotes provided for each dwelling.
 - f. Where the pedestrian gate is not visible from the front windows of the dwelling, intercoms with gate release will be of the video type to allow viewing of visitors prior to opening the gate.
 - g. External lighting to include motion sensor security lights will be installed on all sides of the building.
 - h. Lockable mailboxes will be installed for each dwelling.
 - i. Floors below ground level must be furnished with sump pumps, complete with backup batteries and an automatic battery charger.
 - j. TV antenna and satellite dish must be installed and drop lines with jacks provided in the kitchen, living room, all bedrooms and in family room if present. The satellite dish will have dual LNB orientated to EURO BIRD 9° east and Hot Bird 13° east.
 - k. Water must be potable and provided via an established utility company. Well water is acceptable only for yard use such as irrigation systems, hose pipes, etc.
2. Internal Details
 - a. Entrance doors to the dwelling will be security type doors equipped with security lock and peep hole.
 - b. Insect screens will be installed on all windows.
 - c. Security locks/clips will be provided for all shutters or roll down external blinds.
 - d. Window coverings or curtain rods will be installed on all windows, no blinds with cords.
 - e. Typical bathroom accessories must be installed such as a soap holder, toilet paper holder, towel holder, cabinet with light and mirror above sink, and shower box. A bathtub is required in at least one of the bathrooms. Where bathtubs are provided, shower head holder properly fastened to wall at approx. 1.60 meters from the base of the bathtub and shower curtain rod properly fastened to wall on two ends, middle portion to be secured to ceiling. Shower curtain rod may be replaced by a bathtub tempered glass panel, fixed, sliding or pivot type.
 - f. Handrails must be installed on at least one side of stairs or both if required by local code.
 - g. Hallways and stairs must meet current Italian building codes and facilitate furniture delivery. Bedrooms or usable attic space connected by spiral staircase should be avoided due to problems with furniture placement.
 - h. Electrical system will be 6KW and the circuitry divided in such a way as to allow full usage up to 6KW.
 - i. Ceiling light fixtures and appliques utilizing energy saving bulbs will be installed throughout.

- j. Kitchens will have electric outlets for the dishwasher, range, refrigerator, microwave, and a minimum of 2 additional outlets for countertop appliances. Each appliance must have its own individual Schuko P40 universal type electrical outlet. In each kitchen:

- (1) Install one large stainless-steel sink with drain board, length 120 cm, into a base cabinet unit. The portion under the sink will be enclosed with two or more cabinet doors and will have an opening for the passage of the dishwasher connections.
- (2) Furnish and install regular sized wall mounted kitchen cabinets consisting of one cabinet with dish strainer installed above the sink; one cabinet with kitchen exhaust hood connected to a chimney; the remaining cabinets must have doors and contain a middle shelf for storing kitchen utensils and supplies.
- (3) Furnish and install regular sized base kitchen cabinets consisting of one regular size base kitchen cabinet with three or four draws; the remaining cabinets must have doors and contain a middle shelf for storing kitchen utensils and supplies.
- (4) Provide connections for the following free-standing appliances which will be provided by the U.S. Government:

Item	Height	Width	Depth	Supply
Range	92 CM	80 CM	71 CM	30 AMP, 220V
Refrigerator	175 CM	90 CM	85 CM	13 AMP, 220V
Dishwasher	85 CM	60 CM	60 CM	11 AMP, 220V

- (5) The walls where the kitchen sink and stove are located will need to be tile or covered by a washable surface.
- k. Connections must be available for a washer, with 16-amp electric plug, water connections, and drainage pipe at 75 cm from floor level.
- l. Connections must be available for a dryer, with 16-amp electric plug.
- m. Telephone outlets with internal wiring must be installed at a minimum in living room, all bedrooms and family room if present. Owner must also coordinate with Telecom or other provider to ensure that telephone and internet service will be readily available for occupants when the lease becomes effective.
- n. Hard wired smoke detectors must be installed at a minimum of 1 between the bedroom area and the rest of the dwelling unit and one additional detector per floor level.
- o. Gas detectors and Carbon Monoxide detectors must be installed near interior gas furnaces, gas stoves, gas water heaters, and other gas appliances.
- p. Dwellings must be painted, cleaned, and ready for occupancy on the effective date of the lease.
3. Heating and Air-Conditioning.
- a. Units will be equipped with an efficient heating system capable of heating all areas of the dwelling in excess of the Italian Legal Maximum heating temperature plus 2 degrees Celsius. The hot water heater must provide a sufficient supply of hot water to meet the needs of the number of occupants the dwelling is intended for. For example, a 3-bedroom is 4-5 occupants; 4-bedroom dwelling is 5-

7 occupants. Under floor heating is acceptable however, radiators/towel warmers must still be installed in bathrooms.

- b. Air conditioning may be centralized or by split system and be capable of maintaining the Italian legal minimum temperature minus 2 degrees Celsius throughout the dwelling.
- c. Sufficient thermostats must be strategically placed to enable a balanced temperature throughout the dwelling (+/- 2 Deg. C).

4. Additional Provisions

- a. Owner must provide each dwelling unit five (5) keys for each external door and gate, one key for each internal door and two keys per unit for utility meter boxes, and three remote controls for each electric gate or garage door. Where both are electric one remote with two frequencies must be used. Preference is for “Keyed alike” locks in common areas to avoid multiple keys for common area access.
- b. At the effective date of the lease, the owner must provide instructions for refuse collection together with any necessary bins or keys and a calendar of pick-up dates.
- c. Lessor shall ensure that sufficient spare floor and wall tiles are held in stock for ready replacement.

LESSOR:

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REAL ESTATE CONTRACTING OFFICER
USACE, EUROPE DISTRICT

ANNEX "C" - SPECIAL CONDITIONS

1. The Lessor shall obtain and provide a copy of:
 - a. Insurance policies related to the leased premises against fire and water (to include flooding and broken pipes) damage.
 - b. “Certificato di Agibilità” (Certificate of Habitation) issued by the local Municipal Authority when the building was constructed or last renovated.
 - c. “Certificati di Conformità” (certificates of compliance) to Italian safety norms for all the electrical distribution systems, gas distribution systems and the heating/hot water units.
 - a. A document indicating ownership of the property or the right to lease it.
 - e. The certificate of registration of the photovoltaic system/s in the GSE (Gestore dei Servizi Elettrici - Electricity Service Manager) portal, complete with enclosures.
 - f. “Attestato di Prestazione Energetica” (Energy Performance Certificate) of each dwelling unit/entire building.
 - g. The registered copy of this contract, not later than 45 days after signing this Lease Contract (date indicated on the first page).
2. The Lessor shall deliver the premises and have all items listed in ANNEX "B" installed and completed, before *(insert delivery date indicated on the first page, paragraph 2. of the Lease Contract)*. In the event the premises are not delivered and/or the work is not completed and/or the above documents are not provided on the above date, the Lessor will pay, as liquidated damages, the sum of €...../dwelling unit for each day of delay, which sum shall be deducted from the rental due or to become due.
3. The Lessor certifies that the existing electrical distribution system (to include circuit breakers and ground fault system) of each dwelling unit is capable of sustaining a 6.6Kw load.
4. Prior to the start date of this lease contract, in accordance with sub-paragraph “b” of paragraph 10. EQUIPMENT AND UTILITIES of the Lease Contract, the Lessor shall ensure that all the utilities meters are installed and opened, in the Lessors name, and shall ensure all the tests and certificates of compliance have been executed and deposited. The U.S. Government will ensure that all the utilities contracts are transferred to the U.S. Governments name in the shortest time possible. In the event the premises do not have opened utilities by the start date of this lease contract, or the U.S. Government is unable to transfer the utilities contracts in its own name, the U.S. Government may terminate this contract immediately at no expense to the U.S. Government.

(in the event the Lessor intends to exercise the option of being taxed according to the “CEDOLARE SECCA” (FLAT RATE TAX) the following article shall be placed in this Annex). 5. *The Lessor intends to exercise the option of being taxed according to the “CEDOLARE SECCA” (FLAT RATE TAX). Should, at a later date,*

the Lessor decide to revert back to the normal taxation system the contract registration and all the registration cost shall remain with the Lessor. This contract must be registered within 30 days of the contract date and each annual renewal must be done within 30 days of the anniversary. It is the Lessor's responsibility to ensure the registration is performed within these limitations and provide the U.S. Government with a photocopy demonstrating the renewed registration. Under no circumstances will the U.S. Government be responsible for any late registration fines if the Lessor fails to register the lease in time.

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DRAFT LEASE CONTRACT - SOLICITATION IT-23-001

ANNEX "D"- DRAWINGS AND PHOTOGRAPHS

(the following are the type drawings and photographs which may be attached in this Annex to better identify the premises: Cadastral Plan, Graphic Demonstration Of The Cadastral Sub. Numbers of the premises, General Site Plan, Floor Plans, Elevations, Sections, Areal Views of the premises and surrounding areas, and Photographs of the premises)

DRAFT LEASE CONTRACT - SOLICITATION IT-23-001

ANNEX "E"- ENERGY PERFORMANCE CERTIFICATE (APE)

(this Annex will hold copies of the APE of each dwelling unit)

DRAFT LEASE CONTRACT - SOLICITATION IT-23-001

ANNEX "F"- JOINT INSPECTION REPORT

The joint physical inventory and inspection report of the demised premises shall be made as of the effective date of this lease (when the dwellings are accepted)