

COLIVINGLIGURIA

# Professional Collaboration Contract for Social Media Manager

## IL COMMITTENTE

**Testino Simone**

(Nato a Genova il 01/07/2003)

**Dati Fiscali:**

P.IVA: 03039920990

C.F.: TSTSMN03L01D969Y

**Contatti:**

Email: simone.testino@colivingliguria.it

PEC: simone.testino@legalmail.it

Tel: +39 339 637 9372

## IL PROFESSIONISTA

(Nato/a: \_\_\_\_\_ in \_\_\_\_\_)

**Dati Fiscali:**

P.IVA: N/A

C.F.: \_\_\_\_\_

**Contatti:**

Email: \_\_\_\_\_

Tel: \_\_\_\_\_

**Documento:**

Luogo: Cairo Montenotte, Località Chiappella

Data di stipula: 21 dicembre 2025

# Indice

Introductory Notes . . . . .	2
Art. 1 – Object of the Contract . . . . .	3
Art. 2 – Services Offered by the Principal . . . . .	3
Art. 3 – Duties and Responsibilities of the Social Media Manager . . . . .	4
Art. 4 – Intellectual Property and Confidentiality . . . . .	5
Art. 5 – Security Deposit and Penalties . . . . .	5
Art. 6 – Duration, Withdrawal and Termination . . . . .	6
D.1 – Signatory Data Processing . . . . .	10
D.2 – Consent to Processing . . . . .	10
D.3 – Modifications and Updates . . . . .	11
F.1 – Definition of Financial Lines . . . . .	12
F.2 – Late Payment Penalties . . . . .	12
F.3 – Termination Clauses for Financial Breach . . . . .	12
F.4 – Voluntary Deposit Increase (Credit) . . . . .	13
F.5 – Liability Limits . . . . .	13
F.6 – Multi-Contract Management (Single Line) . . . . .	13
L.1 – Linked Lease Agreement . . . . .	15
L.2 – Assigned Room . . . . .	15
L.3 – Utilities Included in Accommodation . . . . .	16
L.4 – Room Furnishing Procedure . . . . .	16
P.1 – Protected Attachments . . . . .	19
P.2 – Notification of Proposed Modification . . . . .	19
P.3 – Response Period . . . . .	19
P.4 – Effects of Expiry of Terms . . . . .	20
P.5 – Clause on Positive Modifications . . . . .	20
P.6 – Definition of Positive Modification . . . . .	20
P.7 – Limits to Attachment Modifications . . . . .	20
P.8 – Attachment History and Tracking . . . . .	21
T.1 – Purpose and Scope . . . . .	23
T.2 – Types of Termination . . . . .	23
T.3 – Deposit Handling . . . . .	23
T.4 – Update of Termination Clauses . . . . .	24
T.5 – Effects of Termination . . . . .	24
T.6 – Legal References . . . . .	25
T.7 – Nature of the Attachment . . . . .	25

## Introductory Notes

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### Binding Language

This contract is drafted in Italian, which is the only official and legally binding version. Any translations into other languages (including this one) are provided for informational purposes only and have no legal value. In case of discrepancy between versions, only the Italian text shall prevail.

### Applicable Law and Jurisdiction

This contract is governed by Italian law. For any dispute that may arise in relation to the interpretation, execution, or termination of this contract, the **Court of Savona** shall have exclusive jurisdiction. The parties expressly waive any other jurisdiction.

### Official Communications Between Parties

All official communications between the parties shall be made through:

#### For the Principal:

- PEC address (primary): simone.testino@legalmail.it
- Email (secondary): simone.testino@colivingliguria.it

#### For the Social Media Manager:

- Email (primary): \_\_\_\_\_
- PEC address (if available): N/A

*Note: The Social Media Manager, if a foreign citizen without fiscal residence in Italy, may not have a PEC address. Should they obtain a PEC in the future (e.g., following the opening of an Italian VAT registration), they shall promptly notify the Principal, and PEC will become the priority communication channel.*

Communications via PEC are considered received upon receipt of the delivery confirmation. Communications via regular email are considered received 48 hours after sending.

## Art. 1 – Object of the Contract

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### 1.1 - Nature of the Contractual Relationship

This contract binds:

- On one side, the Principal as a Sole Proprietorship;
- On the other, the Social Media Manager as a professional/freelancer.

### 1.2 - Linked Residence Contract

The execution of this contract is subordinated to the signing and maintenance of a Type R Lease Agreement, identified with code \_\_\_\_\_, signed on \_\_\_\_\_.

The lease agreement must have:

- Duration consistent with the duration of this contract (or longer);
- Hierarchical prevalence clause of this contract.

### 1.3 - Start Date of Operations

The Social Media Manager undertakes to begin work operations according to the duties defined in this contract by the established date.

**Effective start date of operations:** \_\_\_\_\_

### 1.4 - Security Deposit

To guarantee the fulfillment of contractual obligations derived from both this contract and the linked Lease Agreement, the Social Media Manager will pay a total security deposit according to what is governed in Art. 5.

## Art. 2 – Services Offered by the Principal

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In return for the effort made by the Social Media Manager in the activities described in Art. 3, the Principal offers the following services.

### 2.1 - Accommodation and Residential Facilities (Via Linked Contract)

The Principal (as Lessor in the linked contract) guarantees the availability of the housing unit and related appurtenances as specified in **Attachment L** (Lease and Furnishings).

The economic value of the accommodation, which would be equal to a market rent, is granted at a subsidized or symbolic price (\_\_\_\_\_) by virtue of this professional collaboration relationship ("Work for Rent" scheme).

### 2.2 - Workspaces and Technical Resources

The Principal makes available to the Social Media Manager:

- Access to the structure's coworking spaces (e.g., "Sala del Camino", "Shared Office").
- High-speed internet connection (Wi-Fi and/or Ethernet).
- Access to company accounts necessary for performing duties (Meta Business Suite, Instagram, LinkedIn, etc.).

Optional Access to shared technical equipment (e.g., lights, tripods) if available and agreed upon.

## 2.3 - Basic Administrative Support

The Principal undertakes to provide:

- Coordination for managing access and keys;
- Support for potential integration into the team and internal communication.

# Art. 3 – Duties and Responsibilities of the Social Media Manager

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The Social Media Manager undertakes to perform the following professional activities, fundamental for the promotion, visibility, and growth of the *Coliving Liguria* brand.

### 3.1 - Strategy and Planning

- **Editorial Plan:** Development and maintenance of a monthly editorial plan for main social channels (Instagram, LinkedIn, and others if agreed).
- **Growth Strategy:** Definition of monthly growth objectives (followers, engagement, reach) and conception of strategies to achieve them.
- **Brand Voice:** Maintenance of a tone of voice consistent with Coliving values (authenticity, community, nature, innovation).

### 3.2 - Content Creation

The Social Media Manager is responsible for producing high-quality visual and textual content:

- **Photos and Videos:** Periodic realization of photos and videos of the structure, daily life of residents (subject to consent), and events.
- **Reels/Shorts:** Production and editing of short videos (Reels/TikTok) optimized for current trends.
- **Stories:** Live "behind the scenes" coverage and daily storytelling via Stories (Instagram/Facebook).
- **Copywriting:** Drafting of engaging captions, SEO optimized (hashtags), and in dual language (if required by strategy).

### 3.3 - Community Management

- **Interaction:** Timely response (within 24 working hours) to public comments and direct messages (DM).
- **Lead Filtering:** Identification of potential clients/residents from messages and forwarding contacts to the commercial/booking team.
- **Engagement:** Proactive interaction activity with target profiles, local partners, and industry influencers.

### 3.4 - Event Coverage

On the occasion of events organized by the Coliving (workshops, social dinners, retreats):

- Pre-event promotion (digital flyers, countdown).
- Live coverage during the event (Stories, live streams).
- Post-event content creation (recap, photo albums).

### 3.5 - Reporting and Analysis

- Production of a brief monthly report with main KPIs (Key Performance Indicators) achieved and optimization proposals for the following month.

### 3.6 - Availability and Working Hours

- The estimated workload is approximately **15-20 hours per week** (unless otherwise agreed in writing).
- The Social Media Manager guarantees availability for urgent coordination in the following time slots: \_\_\_\_\_ - \_\_\_\_\_.
- Physical presence at key events is required, unless there is a justified reason.

## Art. 4 – Intellectual Property and Confidentiality

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### 4.1 - Confidentiality

The Social Media Manager undertakes to keep strictly confidential all information, data, future strategies, resident data, and non-public materials they become aware of during the collaboration relationship. This obligation remains even after the termination of the contract.

### 4.2 - Transfer of Rights (Work for Hire)

All materials produced by the Social Media Manager within the scope of this contract (photos, videos, graphics, texts, strategies, editorial plans, accounts created from scratch):

- Are considered "Work for Hire";
- Become the **exclusive and definitive property of the Principal** from their creation;
- The Principal shall have the exclusive right of use, modification, publication, and economic exploitation of such materials, without time or territory limits.

The Social Media Manager waives any claim to future royalties or copyrights on materials produced for the brand, except for the moral right to be cited as author (portfolio) where possible and agreed.

### 4.3 - Access Credentials

All credentials (username, password) of company social accounts are property of the Principal.

- The Social Media Manager undertakes to guard them with maximum security.
- It is forbidden to change passwords or recovery settings (email/phone) without explicit written authorization from the Principal.
- At the end of the relationship, access will be revoked and the Social Media Manager must disconnect from all devices.

## Art. 5 – Security Deposit and Penalties

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### 5.1 - Unification of Deposits

The parties agree to unify economic guarantees into a single "Unified Security Deposit", composed of:

1. **Residential Deposit:** \_\_\_\_\_ (guaranteeing accommodation, as per lease agreement).
2. **Performance Deposit:** \_\_\_\_\_ (guaranteeing fulfillment of duties per Art. 3).

**Total Unified Deposit:** \_\_\_\_\_.

### **5.2 - Internal Credit Line**

The Unified Deposit also acts as an internal "Credit Line" for any debts incurred by the Social Media Manager towards the Principal or Community (e.g., accidental damage, unpaid purchases, penalties). The deposit value must never fall below the minimum guarantee threshold (\_\_\_\_\_\_). In case of partial use, the Social Media Manager must replenish the sum within 5 working days.

### **5.3 - Penalties for Non-Fulfillment**

The Principal reserves the right to withhold portions of the Performance Deposit as a penalty in case of:

- Failure to deliver agreed materials (e.g., failure to respect editorial plan);
- Damage to the brand's public image caused by negligence or malice;
- Violation of confidentiality or intellectual property rules;
- Unjustified interruption of service without notice.

## **Art. 6 – Duration, Withdrawal and Termination**

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### **6.1 - Duration of the Contract**

This contract has a fixed duration of **3 (three) months** starting from the Start Date of Operations indicated in Art. 2 (unless specific indication in attachments or written agreements). Upon expiration, the contract is considered tacitly renewed for equal periods, unless cancelled by one of the parties.

### **6.2 - Early Withdrawal**

Each party may withdraw early from this contract with written notice of at least **15 (fifteen) days**. In case of withdrawal by the Social Media Manager without due notice, the Principal shall be entitled to withhold 50% of the Performance Deposit as lump-sum compensation.

### **6.3 - Termination for Non-Fulfillment (Express Termination Clause)**

The contract will be terminated by right, pursuant to art. 1456 of the Civil Code, in case of serious violation of obligations under Articles 3 (Duties), 4 (Intellectual Property/Access), or 5 (Deposit). The termination of this contract automatically entails the termination of the linked Lease Agreement, as the prerequisite of service exchange ceases to exist.

## Signature

Read, confirmed, and signed.

**Place and Date:** Savona, 21 dicembre 2025

**Firma Autografa di:**

Testino Simone  
(The Principal)

Luogo e Data: \_\_\_\_\_

(Firmare in modo leggibile)

**Firma Autografa di:**

(The Social Media Manager)

Luogo e Data: \_\_\_\_\_

(Firmare in modo leggibile)

**Il Legale Rappresentante**

*(Doc. firmato digitalmente)*  
La data e il luogo di firma sono  
riportati sul certificato digitale.

**MSc. Simone Testino**

Ditta Ind. **Testino Simone**

C.F.: TSTSMN03L01D969Y

P. IVA: 03039920990

PEC: simone.testino@legalmail.it

Tel: +39 339 637 9372

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## Onerous Clauses

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Pursuant to Art. 1341 and 1342 of the Italian Civil Code, the Social Media Manager specifically approves:

- **Art. 4.2** - Transfer of Intellectual Property;
- **Art. 5** - Unification of Deposits and Credit Line;
- **Art. 6.2** - Termination and Penalties on Deposit.

**Specific approval of onerous clauses:**

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*Handwritten signature of the Social Media Manager*

## Attachment Index

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The following attachments constitute an integral part of the contract:

1. **Attachment D** – Personal Data Processing
2. **Attachment F** – Financial Management and Deposits
3. **Attachment L** – Lease and Furnishings (Housing Unit Detail)
4. **Attachment P** – Attachment Modification Procedure
5. **Attachment T** – Contract Termination Conditions

## Attachment D - Personal Data Processing

*Modifiable Attachment – The Owner may update this attachment according to the procedure in **Attachment P**.*

### D.1 – Signatory Data Processing

#### D.1.1 – Privacy Policy (GDPR)

The Principal (Testino Simone) processes the personal data of the Signatory (personal, fiscal, banking, contact data) exclusively for the following purposes:

- Execution of this contract;
- Mandatory fiscal, accounting, and legal obligations;
- Management of the professional collaboration.

#### D.1.2 – Legal Basis and Controller

**Legal Basis:** Execution of the contract (Art. 6, par. 1, lett. b) GDPR) and legal obligations (Art. 6, par. 1, lett. c) GDPR).

**Data Controller:** Testino Simone, with headquarters in Via San Pio X, 12 A (Piano -1), 16131 Genova (GE), PEC: simone.testino@legalmail.it.

#### D.1.3 – Data Retention

Data will be retained for the duration of the contract and for the subsequent **10 (ten) years**, as required by Italian fiscal and civil laws (Art. 2220 Civil Code, D.P.R. 600/1973).

#### D.1.4 – Rights of the Data Subject

The Signatory has the right to:

1. Access their personal data;
2. Rectify inaccurate or incomplete data;
3. Delete data ("right to be forgotten"), where applicable;
4. Restrict processing;
5. Object to processing;
6. Receive data in a structured format (portability);
7. Lodge a complaint with the Data Protection Authority.

To exercise these rights, contact the Principal at the PEC address: simone.testino@legalmail.it.

### D.2 – Consent to Processing

#### D.2.1 – Declaration of Consent

The Signatory, by signing the main contract, declares to:

1. Have read and understood this information regarding the processing of their personal data;
2. Consent to the processing of their data by the Principal for the indicated purposes;
3. Be aware of their rights under the GDPR.

### D.3 – Modifications and Updates

This attachment, including the Privacy Policy, may be modified or updated to adapt to new regulatory provisions or technical evolutions. Modifications will occur in compliance with the procedures established in **Attachment P - Attachment Modification Procedure** and always in compliance with GDPR and applicable laws.

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*End of Attachment D - Data Processing and Intellectual Property*

## Attachment F - Financial Management

*Protected Attachment – This attachment cannot be unilaterally modified.*

This attachment defines the financial management of the relationship between **Owner** (the one offering the space/service) and **Signatory** (the contractual counterpart), establishing a formal "double-entry" system for guarantee management.

### F.1 – Definition of Financial Lines

For the purposes of this contract, two formally distinct and parallel financial lines are established:

#### F.1.1 – Credit Line (Signatory Credit):

This line is constituted exclusively by the **Security Deposit** defined in the reference Contract and any subsequent "Deposit Increases". It represents the value that the Signatory entrusts to the Owner as a guarantee of obligations.

#### F.1.2 – Debit Line (Signatory Debt):

This line is a formal account of all debts that the Signatory accrues towards the Owner. It includes, by way of example:

- Unpaid fees;
- Late payment penalties (Art. F.2);
- Costs for sanctions or damages;
- Any other sum owed to the Owner.

It is explicitly clarified that, during the contract, accrued debts (Debit Line) are not automatically deducted from the Credit Line (Security Deposit).

### F.2 – Late Payment Penalties

In case of non-payment of any sum due by the agreed deadline, the outstanding amount will be immediately recorded in the Debit Line.

A **late payment penalty** structured as follows will be applied to such amount:

- **Immediate Penalty (Minimum):** At the first second of delay (even for negligible amounts, e.g., 1.00), an automatic fixed penalty of **50.00** is triggered.
- **Weekly Surcharge (50%):** For each subsequent week of persistent non-payment, the total amount due (principal + accumulated penalties) will be increased by **50%**.
- **Duration:** This increase mechanism continues until the complete payment of the debt or the termination of the contract for breach (with consequent application of further penalties provided).

Accrued penalties will also be progressively recorded in the Debit Line.

### F.3 – Termination Clauses for Financial Breach

Each reference Contract defines two key values:

1. **Security Deposit (Initial Value):** The amount paid that constitutes the Credit Line.
2. **Minimum Value (Safety Threshold):** The threshold below which the net balance (Credit - Debit) must not fall.

The Signatory is required to maintain their net position above the Minimum Value.

#### **F.3.1 – Termination for Guarantee Reduction:**

The Owner has the right to terminate the contract for breach if the Credit Line remains below the **Minimum Value** for a period exceeding **7 (seven) days**.

If the deposit falls below this threshold (due to deductions or otherwise), the Signatory has the strict obligation to replenish the deposit within **7 days** from notification. If this term expires without action, the contract is considered **terminated by operation of law** due to lack of sufficient guarantees, with application of the procedures set forth in **Attachment T - Contract Termination Conditions**.

#### **F.3.2 – Express Termination (Art. 1456 Italian Civil Code):**

The Owner has the right to terminate the contract **instantly** if the Debit Line **exceeds** the Credit Line (negative net balance). For the consequences of termination, see **Attachment T**.

### **F.4 – Voluntary Deposit Increase (Credit)**

The Signatory has the right to voluntarily increase their Credit Line at any time by making a bank transfer with the reference "**Deposit Increase**" and the contract code.

### **F.5 – Liability Limits**

It is strongly reiterated that the Credit Line **does not constitute a limit to the liability** of the Signatory.

The Signatory remains fully responsible for all obligations and compensation. If, at the end of the relationship, the Debit Line exceeds the Credit Line, the Signatory is required to settle the entire difference.

#### **F.5.1 – Liability Waiver for Property and Animals.**

By signing this contract, the Signatory **expressly indemnifies the Owner** and their business from any liability for theft, loss, or damage to said pets and valuable property, **except in cases of willful misconduct or gross negligence by the Owner** expressly provided for by the Italian Civil Code or binding European regulations.

It is further specified that any claims for damages to such property or animals, caused by other signatories, residents or housemates, must be handled privately between the parties involved. The Owner is to be considered a third party and is exempt from any liability in this regard.

### **F.6 – Multi-Contract Management (Single Line)**

#### **F.6.1 – Single Line Principle**

Where multiple simultaneous contracts exist between the same parties (**Owner** and **Signatory**) (e.g., Lease and Collaboration), the Financial Lines operate as **unified lines**.

#### **F.6.2 – Value Unification**

- **Deposits:** The amounts paid for each contract are summed into a single Credit Line.
- **Minimum Value:** The minimum values defined in individual contracts are summed to form the overall safety threshold.
- **Debts:** All debts (regardless of the originating contract) flow into a single Debit Line.

#### **F.6.3 – Independence from Cause**

For the purposes of financial management:

- Deductions and credits occur on the overall balance;
- Termination clauses apply by evaluating the global balance against the global minimum threshold.

#### **F.6.4 – Final Restitution**

Upon termination of **all** contractual relationships, the net residual Credit Line will be returned to the Signatory according to the procedures provided in **Attachment T - Contract Termination Conditions**. Restitution occurs only when **all** contracts have terminated and all outstanding matters have been settled.

## Attachment L - Rental, Utilities and Room Furnishing

*Modifiable Attachment – The Owner may update this attachment according to the procedure in Attachment P.*

This attachment governs the details regarding the accommodation offered to the Signatory, included utilities, and room furnishing procedures.

### L.1 – Linked Lease Agreement

#### L.1.1 – Reference to Lease Agreement

The accommodation is governed by a **separate Lease Agreement** (type R), stipulated between the same parties.

This attachment **does not define** any rental fee. The amount can be null or positive as established in the main contract.

### L.2 – Assigned Room

#### L.2.1 – Room Identification

The room assigned to the Signatory, as well as its nature (**private or shared**), will be agreed upon between the parties and specified in the main contract. For details, refer to the designated article of the reference contract.

#### L.2.2 – Room Condition at Delivery

The room will be delivered in compliance with **ASL regulations** for residential habitability.

**Simone Testino - Sole Proprietorship** has requested or will request all necessary permits to start the hospitality activity through **SCIA** (Certified Notice of Commencement of Activity). This procedure must be completed **before the arrival date** of the Signatory at the premises, but not necessarily before the signing of this contract.

Guaranteed characteristics:

- **Electrical system:** Built to code, compliant with European (CPR) and Italian (CEI) regulations;
- **Plastering:** Plastered walls ready for finishing;
- **Floor and ceiling:** In regular and functional condition;
- **Internet connection:** Provision for connection to the facility's WiFi network.

#### L.2.3 – Absence of Furniture

**IMPORTANT NOTE:** The room will **NOT be furnished** at the time of delivery.

At the beginning of the stay, the only element present will be:

- A **high-quality air mattress** (approximately 70 cm height), comfortable and suitable for daily use.

No bed, wardrobe, desk, chairs, or other furniture will be present. Room furnishing will follow the procedure described in Section 4 of this attachment.

### **L.3 – Utilities Included in Accommodation**

#### **L.3.1 – Currently Guaranteed Utilities**

At the time of signing this contract, the following utilities are **included** in the accommodation offer:

##### **Base Utilities:**

- **Electricity:** Light and electrical power for all environments;
- **Water:** Hot and cold water for domestic use;
- **Heating:** Heating of common areas and the private room;
- **Kitchen Use:** Access to the shared kitchen with all equipment functioning;
- **Bathroom Use:** Access to the shared bathroom in regular condition.

##### **Digital Services:**

- **WiFi Connection:** High-speed Internet (estimated > 100 Mbps, to be verified - effective speed will be communicated in an updated version of this attachment);
- **Amazon Prime:** Access to the facility's Amazon Prime account for video streaming and fast shipping.

#### **L.3.2 – Planned Additional Services**

The Owner plans to add further services during 2026, potentially including:

- Netflix or other streaming services;
- Additional digital platforms.

An **updated version of this attachment** will be sent in early 2026 following the modification procedure described in Section 5.

#### **L.3.3 – Exclusions**

Not included in utilities:

- Food and beverage expenses;
- Personal transportation expenses;
- Any other expense not expressly mentioned in this attachment.

### **L.4 – Room Furnishing Procedure**

#### **L.4.1 – Premise**

The room is **NOT furnished** at delivery. At the beginning of the stay, only a **high-quality air mattress** (approximately 70 cm height) will be present.

Furnishing will be defined through dialogue between the Signatory and the Owner, choosing from the following options.

#### L.4.2 – OPTION 1 - Signatory's Personal Furniture

- **Description:** The Signatory brings furniture of their own property.
- **Transport and Assembly:** At the Signatory's expense.
- **Cost to ColivingLiguria:** None.
- **Ownership:** Furniture remains **exclusive property of the Signatory**.
- **End of Contract:**
  - The Signatory may take the furniture away at their own expense, or
  - Propose donating them to ColivingLiguria (communicating in writing **within 2 months** of contract end). The Owner will evaluate whether to accept.

#### L.4.3 – OPTION 2 - Agreed New Furniture (50/50)

- **Description:** The parties agree on purchasing **new** furniture.
- **Transport and Assembly:** To be agreed between parties.
- **Costs:** Split **50%** between Signatory and Owner.
- **Funding:** The Owner's share may be covered by **FESR 1.3.3 Grant** (new furniture only).
- **Ownership:** Furniture becomes **exclusive property of ColivingLiguria**.
- **End of Contract:** Furniture **stays in the room**. The Signatory has no right to remove or to refunds.

#### L.4.4 – OPTION 3 - Non-Agreed Furniture

- **Description:** The Signatory purchases furniture (new or used) **without prior agreement**.
- **Transport and Assembly:** At the Signatory's expense.
- **Cost to ColivingLiguria:** None (no reimbursement or assistance).
- **Ownership:** Furniture remains **exclusive property of the Signatory**.
- **End of Contract:**
  - The Signatory may take the furniture away at their own expense, or
  - Propose donating them to ColivingLiguria (communicating in writing **within 2 months** of contract end). The Owner will evaluate whether to accept.

#### L.4.5 – OPTION 4 - Used/Free Furniture with Assisted Transport

- **Description:** The parties agree on recovering **used or free** furniture (e.g., Facebook Marketplace, Subito.it).
- **Transport and Assembly:**
  - ColivingLiguria provides: transport vehicle, driver, assistance;
  - The Signatory **actively participates**: searching, disassembly, loading/unloading, reassembly.
- **Cost to ColivingLiguria:** Transport only. The FESR 1.3.3 Grant **does not cover** used furniture.

- **Ownership:** Furniture becomes **exclusive property of ColivingLiguria**.
- **End of Contract:** Furniture **stays in the room**. The Signatory has no right to remove.

#### L.4.6 – Mixed Options

It is possible to combine the different options described above, applying a different choice for each individual piece of furniture (e.g., Option 1 for the desk, Option 2 for the bed), provided this is done within reasonable limits to avoid excessive management complexity.

#### L.4.7 – Note on Transport

ColivingLiguria **is not obligated** to provide transport services. Assisted transport is offered **only in Option 4** and at the Owner's discretion. In any case, if ColivingLiguria's transport or logistical support is required, it is mandatory to provide **advance notice** to allow for resource organization.

#### L.4.8 – Structural Modifications

Any modification to walls, systems, ceiling, or floor of the room or common areas is strictly regulated by **Attachment M - Maintenance Conditions**.

In Attachment M are specified:

- Permitted and prohibited works;
- Procedures for requesting authorization;
- Penalties in case of violation.

In general, modifications are **permitted and welcome** subject to written authorization from the Owner and project approval.

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*End of Attachment L - Rental, Utilities and Room Furnishing*

## Attachment P - Attachment Modification Procedure

*Protected Attachment – This attachment cannot be unilaterally modified.*

This attachment defines the official procedure for modifying contractual attachments between the parties.

### P.1 – Protected Attachments

The following attachments **CANNOT** be **unilaterally modified** by the Owner. Any modification to these attachments requires written agreement from both parties:

- **Attachment F** - Financial Management (economic and penalty clauses)
- **Attachment M** - Maintenance Conditions (penalty clauses)
- **Attachment P** - Attachment Modification Procedure (this attachment)
- **Attachment T** - Contract Termination Conditions

**All other attachments** not listed above are considered **modifiable** and may be updated unilaterally by the Owner according to the procedure described in this document.

### P.2 – Notification of Proposed Modification

The proposed modification will be notified by the Principal/Owner via:

- **Channel:** Certified email (PEC) (to the Organizer/Signatory's email address, in the absence of PEC);
- **Content:** Digitally signed PDF document containing the complete text of the updated attachment;
- **Notice Period:** At least **21 (twenty-one) days** before the expected effective date of the new rules.

### P.3 – Response Period

From the moment of receipt of the notification, the Organizer/Signatory has a peremptory period of **7 (seven) days** to exercise one of the following options:

1. **Acceptance of Modifications:** Acceptance is deemed perfected through:
  - Signing the new attachment, or
  - **Tacit consent:** If the Organizer/Signatory does not communicate formal withdrawal within the 7-day period and remains in the contractual relationship, the modifications are automatically considered accepted.
2. **Exercise of Right to Withdraw:** If the new conditions are rejected, the Organizer/Signatory has the right to withdraw from the contract:
  - **Without any penalty;**
  - With return of residual credit (net of any outstanding debts);
  - Such intention must be communicated via PEC (or email) strictly **within the aforementioned 7-day period;**

- The contract shall be deemed terminated on the agreed release date, which must occur before the new rules come into effect.

## P.4 – Effects of Expiry of Terms

Once the 7-day period has elapsed without communication of withdrawal, the modifications are deemed **fully accepted, binding and irrevocable**.

Consequently, should the Organizer/Signatory decide to withdraw after the expiry of the seventh day (regardless of whether the new rules have already come into effect), such action will constitute **non-compliant early withdrawal** or breach of contract, with application of the penalties provided for in the main contract.

## P.5 – Clause on Positive Modifications

### P.6 – Definition of Positive Modification

A modification is considered “**positive**” when:

- The Principal/Owner **adds** new services, spaces or benefits;
- The Principal/Owner **does NOT remove or reduce** any existing service, space or benefit.

#### P.6.1 – Effects of Positive Modifications

Where the modification to this attachment is exclusively positive:

- The Organizer/Signatory **does NOT have the right to withdraw** from the contract invoking the attachment modification;
- The Organizer/Signatory **may NOT use such modification** as grounds for avoiding contractual obligations;
- The positive modification **does not constitute** a “substantial modification” justifying withdrawal without loss of deposit;
- The acceptance/withdrawal procedure in Section 2 **does not apply** to exclusively positive modifications.

*Example: If the Principal adds Netflix to the included utilities without removing any existing service, the Organizer cannot invoke such modification to withdraw from the contract.*

## P.7 – Limits to Attachment Modifications

### P.7.1 – Essential Elements Not Modifiable

Pursuant to articles 1571-1606 of the Italian Civil Code regarding rental, the Principal/Owner **may NOT in any way unilaterally modify** the following essential elements of the contract, not even through modification of attachments:

- **The assigned property unit:** The room or portion of property subject to the Rental Agreement may not be modified without the written consent of the other party;
- **The rental fee:** The agreed consideration amount may not be unilaterally increased during the term of the contract;

- **The contract duration:** The contract validity period and expiration date may not be unilaterally modified.

Any attempt to modify such essential elements through the attachment modification procedure shall be considered **null and void**.

### P.7.2 – Scope of Permitted Modifications

Modifications permitted through the procedure of this attachment concern exclusively:

- Rules of cohabitation and management of common areas;
- The list of utilities and accessory services included;
- Supplementary activities offered;
- Spaces available for events (for contracts that provide for this);
- Other organizational and non-essential provisions.

### P.8 – Attachment History and Tracking

This attachment serves as the **\*\*sole central register\*\*** for tracking all versions of the contractual attachments. Whenever an attachment is updated, it is recorded in this table with a new version code.

#### Version Coding (Format X.YY)

Each attachment is identified by a unique code consisting of:

- **Letter:** The attachment code (e.g., P, A, C);
- **Universal Version (X):** The number before the dot. Changes when a "Major Release" or an update is released that applies universally to all contracts (retroactive/universal).
- **Revision (YY):** The numbers after the dot. Indicate minor updates or ordinary revisions that apply to new contracts without necessarily retroactively impacting old ones substantially.

\*Example: P1.01 indicates Attachment P, Universal Version 1, Revision 01.\*

#### Version Validity

- **Start Date for New Contracts:** The version applies to all contracts signed from this date onwards.
- **Universal Entry into Force:** If specified, indicates the date on which the new version replaces the previous one even for existing contracts (according to the modification procedure above). If this field is empty or "N/A", the version applies only to new contracts, while old ones retain the originally signed version.

Att.	Attachment Name	Version	New Start	Univ. Force
ALL. A	Pet Keeping	A1.00	2024-01-01	2024-01-01
ALL. C	House Regulations	C1.00	2024-01-01	2024-01-01
ALL. D	Data Processing	D1.00	2024-01-01	2024-01-01
ALL. F	Financial Management	F1.00	2024-01-01	N/A
ALL. G	Access GitHub	G1.00	2024-01-01	N/A
ALL. I	VAT Assistance	I1.00	2024-01-01	N/A
ALL. L	Rental and Furnishing	L1.00	2024-01-01	N/A
ALL. M	Maintenance Conditions	M1.00	2024-01-01	N/A
ALL. P	Modification Procedure	P1.00	2024-01-01	N/A
ALL. R	Retention Manual	R1.00	2024-01-01	2024-01-01
ALL. S	Event Spaces	S1.00	2024-01-01	N/A
ALL. Z	Supplementary Activities	Z1.00	2024-01-01	N/A

*\*Note: This history is authoritative for determining which version of the regulations was in force at the time of signing or a specific event.*

*End of Attachment P - Attachment Modification Procedure*

## Attachment T - Contract Termination Conditions

*Protected Attachment – This attachment cannot be unilaterally modified.*

### T.1 – Purpose and Scope

This attachment governs the general conditions for contract termination, applicable to all contracts entered into with ColivingLiguria that refer to this attachment.

Specific termination conditions for each type of contract are defined in the contract itself, while this attachment establishes the common general principles.

### T.2 – Types of Termination

Contract termination may occur according to two main modalities:

#### T.2.1 – Agreed Termination

Agreed termination occurs when:

- The contract reaches its natural expiration according to the agreed terms;
- The parties reach a written agreement for early termination;
- The Signatory legitimately exercises the right of withdrawal according to the methods provided in the contract.

In case of agreed termination, the deposit shall be returned **in full or partially** according to what is established in Attachment F - Financial Management, subject to verification of the condition of the premises and offsetting of any debts.

#### T.2.2 – Termination for Breach or Fraudulent Cause

Termination for breach or fraudulent cause occurs when:

- The Signatory seriously violates contractual obligations;
- The Signatory makes false or misleading statements;
- The express termination conditions defined in the contract or attachments occur;
- The Signatory commits fraudulent acts against ColivingLiguria.

In case of termination for breach or fraudulent cause, the deposit shall be **retained in full or partially** by the Owner according to what is established in the contract and in Attachment F.

### T.3 – Deposit Handling

For deposit management, reference is made to **Attachment F**. Regarding return timelines, the following is specified:

1. **Contractual Obligation (30 Days):** The Owner has the binding obligation to return the security deposit (or residual balance) within the maximum term of **30 (thirty) days** from the effective termination of the contract and return of the premises.

2. **Commitment of Means (Best Effort - 24 Hours):** Without prejudice to the above term, the Owner commits to making the maximum organizational effort to issue the refund wire transfer within **24 (twenty-four) working hours** of verifying the absence of damages.
3. **Written Confirmation:** Simultaneously with sending the wire transfer, the Owner will send a **PEC of confirmation** to the Organiser, containing the acquittal and details of the transfer made.

It is understood that the 24-hour term represents a declaration of collaborative intent and does not constitute a sanctionable obligation of result, provided that the binding 30-day term is respected.

#### **T.4 – Update of Termination Clauses**

Additional clauses that may lead to contract termination may be introduced after signing, following the procedure defined in **Attachment P - Attachment Modification Procedure**.

New termination clauses shall be effective only after approval by the Signatory or upon expiration of the withdrawal period without opposition.

#### **T.5 – Effects of Termination**

##### **T.5.1 – Immediate Cessation of Rights**

At the moment the contract is terminated for any cause, all rights that the Signatory could claim against the Owner by virtue of the contract itself **cease immediately**, including but not limited to:

- The right of access to ColivingLiguria spaces;
- The right to supplementary activities (Attachment Z);
- Access to the GitHub platform (Attachment G);
- Any other benefit provided by the contract or its attachments.

##### **T.5.2 – Vacation of Premises - Lease Contracts (Type R)**

**For lease contracts (Type R):** The Signatory is required to completely vacate the assigned spaces **by and no later than the date of contract termination**, regardless of:

- The time of termination;
- Weather conditions;
- Availability of transportation;
- Any other subjective or objective circumstance.

Upon request by the Signatory, made at the time of contract termination, the Owner shall provide information about alternative paid accommodation facilities, external to ColivingLiguria, where the Signatory may temporarily reside.

##### **T.5.3 – Personal Belongings Left on Premises**

All personal belongings of the Signatory must be removed from the premises by the time of contract termination.

**After 24 (twenty-four) hours** from contract termination, any personal belongings still present on ColivingLiguria premises shall be considered **abandoned** and shall become the property of ColivingLiguria, pursuant to Art. 923 of the Italian Civil Code (Res Derelictae).

ColivingLiguria may freely decide whether to:

1. Appropriate the abandoned goods;
2. Dispose of them as waste according to current regulations.

In no case shall the Signatory have the right to request the return or reimbursement of abandoned goods.

#### **T.5.4 – Unlawful Occupation**

Any permanence in ColivingLiguria spaces beyond the contract termination date, not expressly authorized in writing with a document signed by both parties, constitutes **unlawful occupation**.

**For lease contracts (Type R):** Unlawful occupation shall be pursued through eviction proceedings for expired lease pursuant to Arts. 657 et seq. of the Italian Code of Civil Procedure, with possible involvement of the competent Judicial Authority and Law Enforcement.

**For professional contracts (Type E, S, etc.):** Unauthorized access shall be pursued pursuant to Art. 614 of the Italian Penal Code (Trespass) and Art. 633 of the Penal Code (Invasion of land or buildings).

#### **T.5.5 – Professional Contracts - Specific Provisions**

For professional contracts (Event Organiser, Social Media Manager, etc.), termination entails exclusively:

- Management of the deposit according to Attachment F;
- Immediate cessation of access to platforms and work tools;
- Return of materials and documents owned by ColivingLiguria.

The provisions relating to eviction do not apply, as there is no occupation of residential real estate units.

#### **T.6 – Legal References**

This attachment is drafted in compliance with the following provisions of the Italian Civil Code:

- Art. 1453 - Resolvability of contract for breach;
- Art. 1455 - Importance of breach;
- Art. 1456 - Express termination clause;
- Arts. 1571-1606 - Provisions on lease;
- Art. 923 - Occupation of abandoned things (Res Derelictae).

And the following provisions of the Italian Code of Civil Procedure:

- Arts. 657 et seq. - Eviction validation proceedings.

#### **T.7 – Nature of the Attachment**

This attachment has a **protected** nature. The fundamental termination clauses cannot be unilaterally modified by the Owner.

The addition of new termination clauses follows the procedure of Attachment P.

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*End of Attachment T - Contract Termination Conditions*