

SEASONAL LEASE AGREEMENT
(English translation from Spanish legal contract)

BETWEEN

For one party,
Mr/Mrs
of legal age, domiciled for the purposes of notifications at:
holder of National Identity Document (DNI or Passport) number:
(Hereinafter " The Owner ".)

For the other party,
Mr/Mrs
of legal age, domiciled for the purposes of notifications at
holder of Passport or National Identity Document (DNI or Passport) number:
(Hereinafter " The Guest ".)

Both parties recognise they have sufficient legal capacity to enter into this act and freely,

WITNESS

- I. Whereas, the Owner is the owner of the following property.

HOUSE ADDRESS:

**Calle Los Romeros 35, Urb. Los Calistros, Benitachell,
CP03726, Alicante Spain**

<https://goo.gl/maps/PEqZYS6mGEP2>

On the conditions and with the furniture and services described and photographed on the web page www.CasaChristina.es, in perfect working order, conservation and habitability, and the utilities and services it has are in working order.

- II. Both parties have agreed to enter into the seasonal lease of the property described above, so they hereby arrange this agreement, which shall be governed by terms of the following:

CLAUSES

1. OBJECT

The Owner hereby cedes on seasonal lease, for the term that shall be stated herein, to the Guest, who accepts, the property described and the furniture provided.

2. RENT AND DEPOSITS

2.1 The net rent for the season is _____, which shall be paid as follows:

- 50% of the preceding price, paid as a rental deposit at the moment of reserving the property.
- Remaining 50% to be paid 30 days before the Guest enters the property.

2.2 Prior to entering the property, the Guest shall deliver the landlord's security deposit of _____. That landlord's deposit shall be returned at the end of the Lease, once the home is checked. The deposit shall be refunded within 14 days of the Checkout Date. Deductions will be made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other costs incurred by Homeowner due to Guest's stay.

3. CANCELLATION POLICY

If the Guest wishes to cancel their reservation, the rental deposit will be refunded as follows:

- 50% if cancelled 90 days prior to the check-in date.
- 0% if cancelled within 90 days prior to check-in date.

4. TERM

This rental agreement is granted for the season of ___ days, from the _____, at 2.00 pm, and will be automatically terminated without any notice being required, on _____, at 10.00 am, and the Guest must deliver the keys prior to that moment.

The Guest must leave the property in the state in which it was found, leaving it free of items and belongings.

5. RENTAL PARTY

The rental party shall consist of the Guest and the following persons:

Adults (Name and Ages):

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Children (Name and Ages):

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6. OBLIGATIONS OF THE PARTIES

6.1 The Guests are obliged to conserve the House in perfect conditions during the term freely agreed between both parties.

6.2 The Guests may not perform disturbing, unhealthy, noxious, hazardous, illicit acts on the premises. Nor may flammable, explosive or corrosive materials be stored in the home and/or mercantile or industrial activities be performed.

- 6.3** The Guests shall be directly and exclusively responsible and waives the owner of all responsibility for:
- i) Damages that may be caused to persons or property arising from the installations of the services and utilities in the house leased by season.
 - ii) Damages, deterioration or loss caused by the Guests or by other persons visiting the house.
- 6.4** The Guests may not perform building work, nor make any modifications at all without the written permission of the Landlord. Under no circumstances may the walls be drilled or holed.
- 6.5** The Owner shall maintain the supplies of water, electricity, gas etc., up to date with payment and in full operational order, as well as the insurance of the house up to date.
- 6.6** The Guests agree to abide by the Rental Rules attached as Appendix A at all times while at the property and shall ensure all members of the rental party and anyone else the Guest permits on the property to abide by these rules at all times while at the property.

7. ACCESS

The Guest shall allow the Homeowner or house keeper access to the property for purposes of repair and inspection. The Homeowner shall exercise this right of access in a reasonable manner.

8. PENALISATION CLAUSE

Failure to fulfil the obligation to leave the House within the terms agreed shall make the Guest liable to pay a penalisation of a sum equivalent to triple the daily rent, accrued by weeks elapsed until free availability of the home to the Landlord, notwithstanding the costs, expenses and other compensation that may be due, including the fees of lawyers and procurator, although their intervention may not be required.

9. JURISDICTION AND APPLICABLE LAWS

The parties hereto submit to the jurisdiction and competence of the courts and tribunals of the place where the House is located, expressly renouncing their own jurisdiction.

Both parties hereby ratify this agreement and sign duplicate copies hereof, to a sole effect, in the place and on the date first written below.

The Owner:
Date:
Place:
Signature:

The Guest:
Date:
Place:
Signature:

APPENDIX A

RENTAL RULES

- 1. Smoking:** Is allowed outside only.
- 2. Visitors:** People other than those in the Guest party set forth above may not stay overnight in the property. Any other person visiting the property is the sole responsibility of the Guest. Guests are not allowed to exceed the occupancy limit agreed to above.
- 3. Noise:** Guests should not create excessive noise at a level that disturbs neighbours; the code-enforced neighbourhood quiet hours are from 10:00p.m. – 8:00a.m.
- 4. Responsibilities:** The villa is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or when using its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guests. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
- 5. Furnishings:** Guests should keep the property and all furnishings in good order and all breakages or faults to be reported to the homeowner immediately.
- 6. Appliances:** Only use appliances for their intended uses.
- 7. Pets:** Are NOT allowed.
- 8. Parking:** Is limited to 3 vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road is permitted but be aware the road is not two-way in all areas.
- 9. Housekeeping:** There is no daily housekeeping service. While linens and bath towels are included, maid service is not included in the rental rate. If the Guest requires a change of linens and towels at any point during their stay, an additional cost will be charged. It is suggested the Guests bring their own beach towels. Towels or linens must not be taken from the villa.
- 10. Rubbish:** All rubbish must be taken from the villa promptly and deposited in the containers provided by the local council located at specific points near the villa. Due to the hot climate, ants and other insects can be rife. Please ensure food stuffs are not left on either interior or exterior tables or floors. PLEASE DISPOSE OF ANY RUBBISH ON YOUR DEPARTURE.

- 11. Swimming pool: *All children must be supervised at all times by an adult when in and around the pool.***
 - Guests must always shower before entering and after using the pool. Excess dirt or suntan lotion, for example, will affect the water in the pool and will stain the ceramic around the water line, resulting in a water treatment which will not allow pool use for several days.
 - When using the swimming pool, remember there is a certain health risk associated with this facility. Use at your own risk.
 - The Pool man drains, cleans, refills and replenishes chemicals prior to your arrival and during your visit.
 - Do not tamper with filters or skimmers.
 - Diving is not permitted.
 - Please familiarize yourself with pool depths.
 - Do not run around the pool.
 - Do not swim under the influence of alcohol and do not take glass around the pool area. Plastic glasses are provided by the owners.
 - Do not swim alone at night or after a heavy meal.

- 12. Air conditioning:** Three units are provided in the villa, as are over head fans in the bedrooms. Please follow the instructions carefully to ensure good and safe use. All windows and doors must be closed for sufficient functioning. The air conditioning units work on a timer switch which will turn off after a set period of either 30, 60 or 120 mins.

- 13. High winds:** From time to time the wind can be strong. This is usually in the late evening or at night. When leaving the villa or before retiring to bed ensure the canopy is closed, parasols are closed and outdoor furniture is secured as found on arrival. Towels and swimming suits should be left to dry in the drying areas provided, not over the balustrades.

- 14. Gas boiler:** The only gas used in the villa is to heat the water. This unit will work automatically and must not be touched. Allow hot water taps and showers to run freely until hot water runs.

- 15. Terraces/Balconies:** Please take extra care when using the terraces and balconies, especially with small children. Do not lean or sit on edges of railings and keep children under close supervision.

- 16. Security:** Please make sure that all doors, windows are locked before leaving the property and at night. Use safe box provided.

- 17. Trampoline:** Use at your own risk, always with adult supervision.

- 18. BBQ:** Do not leave unattended whilst in use. Leave clean ready for next use.