

## VACATION SHORT TERM LEASE AGREEMENT

In CULLERA from \_\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_\_

### ASSEMBLED

#### *On the one hand, the owner who acts as a lessor:*

Mr. Leroux Kog Cedric Robert Nestor, \_\_\_Owner\_\_\_, of legal age, no NIE Y6886456V and domiciled at rue d'Arthey, 14A – 5080 Rhisnes, can be contacted by phone at **0032 475 33 11 32**, and/or by email at [cedric.leroux@skynet.be](mailto:cedric.leroux@skynet.be)

#### *On the other hand, the tenant who acts as a renter:*

Mr./Ms. \_\_\_\_\_, of legal age, with ID \_\_\_\_\_ and domiciled at \_\_\_\_\_ can be contacted by phone at \_\_\_\_\_ and/or by email at \_\_\_\_\_

Bank account number IBAN \_\_\_\_\_

### INTERVENE

Both parties, in own name and representation, recognize the full legal capacity for the granting of this lease, and by virtue of

### EXPONEN

#### FIRST

- That Mr. Leroux Kog Cedric Robert Nestor, is the owner of the property situated at Entrada de Polo, 2 "CAP AL SOL" 46400 CULLERA. The property has 1 living room, 1 dining room, 2 kitchens, 3 bedrooms, 2 bathrooms, 1 swimming pool, several terraces, gardens and resting areas. The exact description (composition, equipment, furniture, services, etc.) can be consulted at the Real Estate Tere Ribes Pizarro Calle Pintor Ferrer Cabrera, 10 bajo 46400 Cullera **0034609633669** or at [tere@ribespizarro.com](mailto:tere@ribespizarro.com)

#### SECOND.

- Both parties have agreed to the short term lease of the above-mentioned accommodation, so they establish this contract, which will be governed by the provisions in the following

### CLAUSES

#### FIRST - OBJECTIVE

The owner gives in short term lease for the duration that will be indicated to the tenant in the second clause of the present contract. The tenant accepts the holiday rental accommodation described in the first point of the expository part of this contract.

The present lease constitutes a vacation short term lease agreement for holiday reasons as provided for in article 3º.2 of the law 29/1994 de Arrendamientos Urbanos. ( Law of Urban Leases ).

#### SECOND - DURATION

The rental period of the rented accommodation begins on \_\_\_\_\_ at \_\_\_\_\_ o'clock and ends on \_\_\_\_\_ at \_\_\_\_\_ o'clock.

### THIRD- PRICE AND FORM OF PAYMENT

The rental price agreed by both parties for the period stipulated in the second clause of this contract is [1.750€](#) / a week (so 250€ a day with a minimum of 3), to be paid as follows:

- a down payment of [1000€](#) to be paid on the account [ES8921008880811500007437](#), BIC [CAIXESBBXXX](#)
- the remaining amount of [750€](#) to be paid in cash or by bank transfer the month before the renting with at least a minimum of 2 weeks prior the arrival date,
- [250€](#) will be kept on the deposit-guarantee for the professional cleaning house services (3 cleaning ladies, one gardener and the dry cleaning).

A loft is also available and is rented for [850€](#) / a week ( 120€ a day with a minimum of 3). There is a bathroom, 2 bedrooms, a kitchen, a dining room, a living room. The loft can only be rented in addition to the house for a bigger group or more space. [200€](#) will be kept on the deposit-guarantee for the professional cleaning house services.

### FOURTH- BOND

On the day of receipt of the keys and after the inspection of the leased house together with the owner, the tenant must pay [500€](#) as deposit-guarantee for the rent. The [250€](#) left of the deposit after deducting the cleaning fees will be refunded [by bank transfer](#), after checking the accommodation.

### FIFTH- TENANT'S OBLIGATIONS

The tenant declares to have carried out the inspection of the leased house proving that it is in perfect condition and commits himself to:

- keep the house in perfect condition during the rental period stipulated by both parties,
- make a convenient and reasonable use of the means of comfort made available for his stay (heating, air conditioning,...) and the household appliances and furniture of the housing,
- advise the owner, in the shortest possible time, in case of a breakdown, damage or accident that could occur in the accommodation during his stay,
- not cause any inconvenience to the neighbors,
- and respect the internal regulations of the building, in the accommodation is part of a community, residence or urbanization.

The tenant cannot make any copy of the keys of the leased house.

### SIXTH- OWNER'S OBLIGATIONS

The owner agrees to:

- carry out the inspection of the leased house together with the tenant himself or through an intermediary to verify the condition on the first and last day of the rent,
- deliver the accommodation in perfect state of use, habitability, cleanliness and security,
- keep the electricity network and the gas and water supply in perfect working order, and to expressly indicate to the tenant if its use is included or not in the rental price indicated in the third clause of this contract,
- repair, as soon as possible, any possible damage or malfunction of the essential domestic equipment to the comfort of the tenant,
- ensure that the tenant can enjoy a comfortable environment during his stay, avoiding disturbing his tranquility for the rental period of the rented accommodation.

### SEVENTH- NUMBER OF OCCUPANTS

The accommodation mentioned in the first point of the expository part of this contract, is rented by the owner to a maximum of 10 persons ( 8 adults ), 4 to 6 in the loft. The tenant commits himself to not exceed this number of persons without the express authorization of the owner.

## **EIGHTH- COMPANY ANIMALS**

The presence of pets in the lease house must be expressly authorized by the owner.

## **NINETH- CESSION AND SUBLETTING**

Subletting, total or partial, as well as cession of the leased accommodation by the tenant is strictly prohibited. Failure to comply with this clause will cause termination of this agreement.

## **TENTH- CANCELLATION**

The tenant, who unilaterally cancels the rental contract, cannot request the reimbursement of the amounts already paid to the owner.

If the owner unilaterally cancels the lease for any reason other than the non-respect of the clauses of this contract by the tenant, he must:

- reimburse the tenant for the down-payment or the entire payment of the rent of the accommodation already paid, in the shortest possible time, if it is a case of force majeure that makes the rental of the accommodation impossible,
- pay the amount received, if the cancellation is due to any other cause.

## **ELEVENTH – ENDING**

In case of failure to comply with the clauses of this contract, by both parties, this contract will be terminated with full right, without the right to any compensation by any parties.

## **TWELFTH – APPLICATION LEGISLATION**

The parties are subject to the jurisdiction of the Courts and Tribunals of the place where the leased accommodation is located.

The laws of Spain and specifically the current « Ley de Arrendamientos Urbanos » (Law of Urban Leases) are applicable.

Having read the present document with both parties and in proof of its conformity, I sign it in duplicate at the place and date mentioned in the heading.

### **Signatures**

**THE OWNER, (lessor)**

**Place and date,**

***I agree,***

**THE TENANT, (renter)**

**Place and date,**

***I agree,***