

VILLA RENNA - Rental Agreement

Between:

Mustafa Rakab • Urb. Monte de los Almendros • Avenida Almendros, 2355 • 18680 Salobrena • Granada - Spain

Hereinafter called: Landlord

and

(Name and address)

Passport number: _____ Issuing government agency _____

Mobile: _____, Fax: _____ E-Mail: _____

Hereinafter called: Tenant

Additional Guests: If under 21 of age please specify age

Last Name:	First Name:	Age:
Last Name:	First Name:	Age:
Last Name:	First Name:	Age:
Last Name:	First Name:	Age:
Last Name:	First Name:	Age:

§1 Subject Property and Key

- (1) The Landlord rents to the tenant the following accommodation ("Rental Property"):

Luxury holiday home for a maximum of 6 persons with fantastic sea and mountain views.
The House Rules attached hereto as Annex are an integral part of this Agreement.
- (2) The Rental Property is completely furnished and equipped. Bed linens, bathroom, and beach towels are included in the rent and are changed weekly.
- (3) During the rental period, the tenant is entitled to use the entire house and the garden. In addition, the following items can be used for free:
Washing machine, Clothes dryer, WLAN, ASTRA satellite program, and an ANDROID internet TV Box
- (4) The tenant will receive 1 set of house keys for the rental period.

§2 Rental period, arrival and departure

- (1) The Rental Property will be rented to the tenant between _____(arrival date) and _____(departure date)
- (2) The Rental Property can be occupied after 4 p.m. at the date of arrival.
- (3) The Rental Property must be vacated no later than 10 a.m. at the date of departure.
- (4) The Landlord will specify a local contact person for the tenant in case of questions or any arising problems.
- (5) Estimated time of arrival at the location of the Rental Property: _____, Mobile on location: _____
- (6) After the rental period, the tenant has to return the Rental Property in a proper condition to the Landlord's representative and to place the keys back in the lock box.

§3 Rental fee, security deposit, and payment method

- (1) The rental fee for the Rental Property is for nights at € per night a total of € (0% IVA)

A security deposit of € **400.00** has to be paid in advance with the rental fee.

The Rental Property must be rented for at least one week (7 nights).

Electricity is included in the price.

During winter months, pool heating is optional and is € **100.00** per week. The pool has a thermal cover and we ask our guests to cover the pool when it is not used for an extended period of time especially overnight.

- (2) The rental fee is due and payable as follows:

25% of the rental fee has to be paid within 7 days after signing the Rental Agreement. The account for this will be announced by the owner. Please declare your payment as:

"Villa Renna + last name"
(Example: Villa Renna + Smith)

The remaining balance will be due to be paid 8 weeks before arrival. If arrival date is less than 8 weeks from signed Agreement date then full payment is due with your signing of the Agreement.

The security deposit of € 400.00 must be paid in advance with the rental fee and it will be returned a week after departure date provided the Rental Property is returned without objections.

- (3) If the Tenant is in arrears with the payment by more than 14 days then the Landlord is entitled to terminate the agreement without notice and without stating any reasons and the Landlord is entitled to rent it to someone else.
- (4) The effectiveness of this Rental Agreement is subject to the transfer of **a copy of the passport and the signed Rental Agreement** by e-mail to mrakab@villarena.com

§4 Cancellation and early termination

- (1) If the Tenant cancels (terminates) the Agreement prior to the start of the rental period without naming a substitute tenant, who will enter into the Agreement under the same terms and conditions, then the following proportionate rents must be paid as damages (excluding the final cleaning), provided the property cannot be rented to anyone else:

Cancellation: up to 49 days prior to arrival:	- 50% of the rental fee
up to 35 days prior to arrival:	- 60% of the rental fee
up to 21 days prior to arrival:	- 70% of the rental fee
up to 14 days prior to arrival:	- 90% of the rental fee
otherwise (later than 14 days prior to the rental period):	- 100% of the rental fee

At the same time, the Landlord will try its best to rent the property to someone else.

- (2) The Tenant has the right to provide proof that the damage is less.
- (3) If the Tenant does not stay the entire time, the Tenant is still obligated to pay the full rental fee.
- (4) Any cancellation or termination must be specified in writing. The effective date is the date the Landlord receives it.

§ 5 The Tenant's liability and duties

- (1) The Rental Property including the furnishings and other items available must be treated with care. The Tenant must ensure that all persons, who accompany and/or visit him, apply the same care. The Tenant is liable for any damages to the Rental Property, the furnishings or other items in the Rental Property, which he or she or any persons, who accompany him or her, cause .
- (2) The Landlord must be notified promptly in a suitable manner of any defects at the time of taking possession and/or such that arise during the rental period.
- (3) Animals are NOT allowed in the Rental Property.
- (4) The Landlord points out expressly that the Rental Property is a real property and that the Landlord shall not be liable for any injuries, accidents, or other damages, which the Tenant or persons in his or her company affect in connection therewith. In addition, the Landlord shall not be liable for the tenant's cash or personal property. Moreover, excluded is the liability for injuries to health, which could be caused by the use of the swimming pool or any other items in the Rental Property. In particular, the Tenant has the duty to watch out specifically for any children in his company.
- (5) The Rental Property may only be occupied by 6 persons. Any violation against this clause brings about the immediate termination of this Rental Agreement. In this event, the Landlord is entitled to expel from the house the Tenant and all persons in his or her company and the Landlord is entitled to retain all payments made.
- (6) House rules: The Tenant must follow the house rules. They are attached hereto as Annex.

§ 6 Written form, severability clause

- (1) Any changes and amendments to this Agreement must be specified in writing. The same applies also to the change of this written form clause.
- (2) If individual provisions of this Agreement are ineffective or unenforceable or if they become ineffective or unenforceable after the Agreement was concluded, it does not affect the effectiveness of the Agreement as a whole. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision, the effectiveness of which comes as close as possible to the economic purpose, which the contractual parties had intended with the ineffective or unenforceable provision .
- (3) This Agreement is subject to Spanish law.

_____, this _____
Place Date Signature by Tenant

_____,this _____
Place Date Signature by Landlord

VILLA RENNA - House Rules

GENERAL:

- (1) The Tenants are expressly asked to lock all doors and iron gates when leaving the house to prevent any simply entry from the outside.
- (2) To achieve the best possible effect of the units and at the same time to save energy, please make sure, you close the windows and doors to the terrace when using the air conditioning system. During winter, when the pool is heated, make sure to use the thermal cover when the pool is not being used especially at night time.
- (3) The programmed settings of timers, TVs, and remote controls may not be changed. This applies specifically to the functionality of the pool pump and the irrigation system.
- (4) We kindly ask you to park a private car or rental car whenever possible in the carport and on the driveway.
- (5) Animals may under no circumstances be allowed in the house. It should be avoided to feed stray cats and to get them used in this manner to the house and property.
- (6) Please dispose the rubbish bags always in its provided at the bottom of the driveway just at the entrance to the property.
- (7) Only wood logs are to be used to light a fire in the fireplace located in the living room.
- (8) Please do not use upholstery or similar with wet bathing suits. The same applies in connection with sunscreen.
- (9) Please do not take any towels from the house to the beach.
- (10) Please do not leave any upholstery outside overnight and if the weather is bad.
- (11) If something is not to your satisfaction, please notify our property manager promptly because we do not accept any regress after the rental period. Of course, we will try to find a satisfactory solution as soon as possible.

Initials

KITCHEN:

- (12) Please use the hood every time you prepare foods that develop an odor.
- (13) A charcoal grill is available for your use on the terrace just outside the kitchen. Therefore, we kindly ask you to clean the grill after use. Otherwise, we will charge a cleaning fee of € 10.00 which we will deduct from the security deposit.
- (14) We kindly ask you not to leave any perishable food products in the cupboards or the refrigerator upon your departure.

LIVING ROOM:

- (15) WiFi access code is **patanegrafc**

Initials