

Rental Contract

To cover the rental of a holiday apartment

Between: The advertiser

David & Claire Parish
Padre Aviles, Ctra de Olias km 7.5
Malaga 29197

And

(Name and address) – Tenant –

1 Rental object and keys

- (1) The Advertiser lets the following property to the Tenant:

Lagar Padre Aviles, Ctra de Olias km 7.5 Malaga 29197

For a total of**€ for** people inclusive of children but **NO** animals.

The rental property is **non-smoking** inside.

- (2) The rental property is fully equipped and furnished as is let with the following furnishings:

1 King size bed, 4 single beds all with orthopaedic mattresses, 2 sofas, 1 coffee table, 1 dining room table and 6 chairs. A fully equipped kitchen including a washing machine, dishwasher, microwave, electric hob and oven, a kettle and coffee maker, DVD player and stereo and television. On the terrace is one table, 12 chairs and one BBQ.

Bed and bath linen **are included in the price**

- (3) The Tenant is entitled to use the above and the following equipment during the rental period:

Parking space, swimming pool by the stables and the tennis courts

- (4) The Tenant receives 1 set of **apartment** keys for the duration of the rental period.

2 Rental period, arrival and departure

- (1) The rental property is let to the Tenant from until

- (2) The arrival time on the arrival day is after 2 pm

- (3) The departure time on the day of departure 10 am
At the end of the rental period the Tenant is to vacate the property and return the keys to the Advertiser or the Advertiser's agent.

At the end of the rental period the Tenant shall leave the property in similar condition to that in which it was found. Any additional cleaning costs incurred by the Advertiser will be passed on to the Tenant at their sole discretion.

3 Rental price and payment methods

- (1) The rental price is **Euros per property for the duration of the rental period**
This **includes** the final cost of cleaning. But should the property be left very dirty 50 Euros per apartment will be kept from the deposit

- (2) The amount is payable by the following payment methods:

Banco Sabadell Atlantico by transfer details given by the owner

A deposit of 200 Euros for breakages is payable **on arrival** and will be **refunded in cash on departure** once everything is checked. Any breakages caused by the tenant exceeding that amount will be charge to the tenant.

Note:

The Tenant is required to pay a 25% non refundable deposit into the following account ***.
The remaining balance is to be paid into the same account at least 8 weeks before the arrival date. If the time elapsed between the signing of this contract and the arrival date is less than 30 days, then the total rental fee is payable immediately into the above account. Please see note below**

- (3) If the Tenant is more than 14 days late in paying, the Advertiser is entitled to terminate the contract immediately and without notice and to let the property to someone else.

4 Cancellation and early termination

- (1) If the Tenant terminates this contract before the arrival date and doesn't name a replacement that accepts the same terms, they are responsible for paying the following penalty fees to cover costs (excluding cleaning), as long as a further rental is not possible:

Termination

- up to 8 weeks before rental period: 10 % of rental price
- up to 4 weeks before rental period: 50% of rental price
- If you cancel within 4 weeks of rental period: 100 % of rental price

The Advertiser can thereafter let the property to someone else.

- (2) If the Tenant terminates their stay before the departure date for any reason, they are still obliged to pay the full rental price.
- (3) Termination must be made in writing. The date of termination is considered to be date the document is received by the Advertiser.

5 Liability and responsibilities of the Tenant

- (1) The rental property including the furniture and the other contents are to be treated with care. The Tenant is held responsible for the actions of other people, including any guests or visitors they might have, within the house. The Tenant is liable for any damaged goods, damage to the property or damage to anything else related to the property, whether caused by themselves or their accompanying guests or visitors.
- (2) Faults that are found before or during the rental period are to be reported to the Advertiser immediately.
- (3) Animals are **not allowed**.
- (4) House rules: the Tenant agrees to follow the house rules. These are **provided in the property**
- (5) *Please note that there are dogs on the property but they are not allowed near the apts.
We also have 3 cats. All the animals are very friendly.*

6 Exclusion of Personal Injury.

The advertiser excludes himself from any damage or consequential loss which the tenant or any guests of a tenant may suffer as a result of accident or personal injury during the rental period. It is therefore advisable for the tenant to be comprehensibly insured during the rental period.

It is the sole responsibility of the parents to watch their children at all times.

(Town)	Date	Signature Tenant
--------	------	------------------

(Town)	Date	Signature Advertiser
--------	------	----------------------