

## LEASE AGREEMENT FOR SEASONAL HOUSING

Madrid, (\*0)

## BETWEEN

**THE PARTY OF THE FIRST PART.**- SPAIN SELECT S.L., with its registered offices at Almirante 9, 5° D, 28004, Madrid, with CIF (Tax Identification Code) B-83294488, acting for and on behalf of the OWNERSHIP pursuant to an authorization granted by the OWNERSHIP.

**AND THE PARTY OF THE SECOND PART.** - (\*1), of legal age residing for purposes of this agreement at (\*2), with passport n°/VAT n°(\*3). Hereinafter the TENANT.

## DO HEREBY DECLARE

That the OWNERSHIP is the owner and in possession of the following real property: (\*4)

The OWNERSHIP indicates that this real property is not rented or assigned to third parties under any form of agreement.

The parties to this agreement mutually recognize the legal capacity required by law for executing the present lease agreement for SEASONAL HOUSING, which shall be governed by the provisions in Article 3(2) of the Spanish Law on Urban Leases No. 29/1994, of 24 November ("Ley de Arrendamientos Urbanos"), and grant the present agreement in accordance with the following:

## CLAUSES

**First.**- The object of the lease consists of the housing referred to in the Recital, furnished, with all the furniture and accessories. The TENANT, Mr./Ms (\*1), expressly states that the property is in perfect condition to be used as a temporary residence but never as his /her permanent home nor use it for commercial purposes, and that he has received the keys to the real property at the time of entry.

**Second.**- The duration of the contract is established as (\*5) MONTH/S counted from the date of signing the present agreement as set forth in the preamble.

The departure date is considered as (please select one option):

- a) Confirmed. Departure from the apartment shall take place on (\*6). This stay may only be extended with prior authorization by SPAIN SELECT.
- b) Unconfirmed. SPAIN SELECT will contact the TENANT one month prior to the departure date indicated as a reference but not confirmed, so that the TENANT may extend his /her reservation or confirm her departure. If he /she does not make use of this right within a term of 72 hours, his /her departure date shall be (deemed) confirmed. In the case of the present lease, the date indicated as reference is (\*6).
- c) Left open. SPAIN SELECT will be charging the TENANT the monthly rental bills one month in advance until the TENANT confirms his /her definitive departure date.

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[TENANT's signature]

**Third.**- The rent freely agreed upon by both parties is hereby set in the amount of: (\*7) that shall be paid by the TENANT to SPAIN SELECT as follows in advance for the reservation confirmation. The payment corresponding to the next month shall be made 30 days before the beginning of the rental period. And so forth on every (\*8) day of each month and one month prior to the beginning of the lease period.

In the event that the TENANT decides to terminate this agreement before its termination date, he /she must notify SPAIN SELECT of such decision, being valid a notification in writing sent to the e-mail address [info@spain-select.com](mailto:info@spain-select.com).

The OWNERSHIP shall return the amounts corresponding to months paid but not used, except for a penalty of one week, provided that it proceeds to lease the real property to a new TENANT.

If the TENANT has obtained a discount on the rate as listed in the Website, based on the TENANT's undertaking to rent the property for a specific number of months, In the event that the TENANT decides to terminate the contract without having completed such period, SPAIN SELECT will retain the amount corresponding to the discount obtained.

If SPAIN SELECT is obliged to have to change the TENANT's real property, it must offer him /her new real property of the same or a higher price than the one replaced, as well as offer the TENANT the option to cancel his /her reservation and to obtain the

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reimbursement of all of the amounts paid and unused, without the TENANT being entitled to demand any other payment for this event.

**Fourth.-** Before delivery is made to the TENANT of the keys to the real property, he /she must: 1) Pay for the security deposit in the amount of (\*9). The purpose of the security deposit is to secure return of the property and its accessories in the same condition in which delivered to him /her, less normal wear and tear derived from their reasonable use. The whole of this security deposit shall be returned seven days after her departure from the real property, provided that both the building and the contents of the same are returned in the same condition in which they were given. 2) Show his /her passport or DNI (Spanish Identity Card) and sign the present "*Lease Agreement*" and the "*Credit Card Debit Authorization*".

**Fifth.-** The TENANT, both by his /her acts and by those of the people who live with him /her and the guests or visitors who enter the real property are bound: 1) To respect the Owners' Association hours of rest of 10:00 p.m. to 8:00 a.m. of the building in which the real property is located. 2) To not hold any party or meeting of people that exceeds the agreed number of persons permitted in the property. In case of complaints from neighbours regarding loud music, parties or similar disturbances, or in the case that the police have been called for disruption of the peace, SPAIN SELECT will immediately evict the TENANT and guests. In this case, neither the security deposit nor rent paid be refunded. 3) To dispose of his /her garbage in the containers located outside the building after 8:00 p.m. or in the garbage room of the building in the event that there is one.

**Sixth.-** When he /she has been previously notified, the TENANT must allow SPAIN SELECT personnel access to the real property during the course of the reservation to undertake activities of the greatest need which cannot be postponed until conclusion of the reservation.

**Seventh.-** The TENANT shall be liable for any damage or impairment caused to the real property and its accessories, as well as to the property's common areas, that are caused either by him /her or by the people who live with him /her or his /her visitors. The TENANT must, at his /her expense, maintain the real property in a perfect state of sanitation and preservation during his /her entire stay. The TENANT is obliged to surrender the building and its accessories upon the termination of his /her reserved stay in the vacation housing in a reasonably clean condition without garbage or trash in its interior. Otherwise, and with a charge to the security deposit, SPAIN SELECT will assess a charge of 100€.

**Eighth.-** The amount or cost of any supplies shall be solely borne by the LANDLORD up to a maximum of EUR 120 per month for electricity and EUR 120 per month for gas. In the event any bill for such supplies exceeds such amount, the relevant difference shall be borne by the TENANT. Any telephone costs shall be borne by the TENANT, provided that such service is not offered as part of the property.

\_\_\_\_\_  
[TENANT's signature]

**Ninth.-** The TENANT must personally occupy the real property; he /she may not assign to third parties his /her right to use derived from the "Reservation Confirmation", nor authorize its occupation by more persons than those indicated in the "*Reservation Confirmation*".

**Tenth.-** In the event that the TENANT does not leave the real property voluntarily on the date authorized by SPAIN SELECT, he /she must compensate SPAIN SELECT five times the per-night price of the reservation for every day that he /she extends his /her stay without authorization.

**Eleventh.-** Conditions for use of the real property: 1) Pets are expressly prohibited from entering the SPAIN SELECT real property. 2) SPAIN SELECT shall not be responsible for the loss, theft or deterioration of TENANT's personal property. 3) SPAIN SELECT shall not be responsible for any inoperability of the ADSL service which is due to causes imputable to the operator. 4) The TENANT consents that, with a charge to the security deposit, SPAIN SELECT will charge him /her 100 € for each set of keys not returned and 20€ for each garage door opener not returned. 5) The TENANT declares knowing that the use of the real property to be taken is governed by Ley 29/1994 de Arrendamientos Urbanos, of 24 November, and has an appropriate tourism purpose linked to the term of the reservation

**Twelfth.-** Jurisdiction and competence

For any controversy which may arise between the TENANT and SPAIN SELECT both, with express waiver of any forum which might correspond to them, do hereby submit to the jurisdiction and competence of the Courts of the capital, Madrid.

Lease agreement for vacation housing

And as proof of their conformity, they sign the present document in duplicate originals, in \_\_\_\_\_

\_\_\_\_\_  
[Date]

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[TENANT's signature]

\_\_\_\_\_  
[Agent's SPAIN SELECT]