#### Lease agreement Sant Anna

between:		
Tenant:		
ID/passport n°	Date of birth	
and		
Owner:		
Item 1: Lease item	Villa Sant' Anna II, Magnolias 44, Cumbre del Sol, 03726 Benitachell, Alican	te

## Item 2: Leasing period: ..... after 16 PM to ..... before 9AM.

## Item 3: Leasing price:

## **Item 4: Guarantee:** €400

#### Item 5: Liability

The owner consigns the property to the tenant according to the offer on the website, completely and in all essential aspects.

During the tenancy occurred damages or the failure of technical and electrical appliances must be reported to the landlord or the property management (contact person) immediately.

The owner is liable to remedy any damages and deficiencies as soon as possible. Claims for damages cannot be invoked.

Immediate notification is absolutely necessary to ensure further leasing. Thereof resultant loss of rental income shall be payable by the tenant or its liability insurance.

Any damages caused by the tenant must be settled by the tenant or its liability insurance. Minor damages or occurred deficiencies shall be deducted, according to the accumulated costs, from the refundable deposit. In the supplementary sheet "Important Information" we would like to point out some rules and

regulations, so that possible damages can be avoided.

The landlord shall not be liable for any accidents and damages within or outside the house, the property or the pool. The landlord shall also not be liable for any other non-susceptible incidents such as: water supply or electricity failure, capricious weather conditions or natural phenomena, as well as noise of any kind. Internet:

The tenant undertakes to comply with the legal requirements regarding Internet use. He is liable for any misuse or infringement during his / her use.

## Item 6: Payment, deposit and energy costs

## Payment

The lease agreement will become legally binding as soon as the first payment is completed.

50% of the leasing price must be paid upon booking. The remaining 50% of the leasing price and the deposit must be paid no later than 4 weeks before the start of the rental.

#### Deposit

The deposit shall be reimbursed, to the tenant's bank account no later than 7 days after the end of lease, in consideration of possible damages.

Energy costs

In case the consumption is higher than the free quota (15 Kwh / day), these costs ( $\in 0.3$  / Kwh) will be deducted from the deposit.

# Item 7: Final cleaning and laundry package:

The final cleaning costs €160 and will be carried out exclusively by the property management and is compulsory. Possible booked laundry and cleaning must be paid in cash to the property management (contact person) upon arrival.

## **Item 8: Cancellation fees**

From 4 weeks prior to the start of the lease: 25 % of the total fee From 2 weeks prior to the start of the lease: 50% of the total fee (Total fee = each time without deposit or other supplementary services)

#### Item 9: written form requirement and severability clause

Should individual clauses of the present agreement be or become invalid or non-executable, or become invalid or non-executable after the conclusion of this agreement, then the effectiveness of this agreement is not affected in the remaining provisions of the agreement. In such case effective and feasible clauses supersede the ineffective or non-executable ones, the effects of which approach the intended economic objectives, which the contracting parties have pursued with the ineffective and/or impracticable clauses.
With the physical signature both parties agree to the items of this lease agreement, payment and cancellation conditions.

The enclosed "Important Information", is part of this lease agreement.

The General Terms and Conditions which you have accepted with your online booking procedure are applicable.

Owner

tenant

#### **IMPORTANT INFORMATION**

Dear Holiday guests,

We have summarized the following important points for you, so nothing interferes with your perfect holiday and to avoid potential misunderstandings:

Upon reception of payment you will receive the latest information about your arrival and the contact data for the hand-over of keys and house introduction.

# Arrival and departure times

Please note, that upon arrival you may not check into the house before 16h00 and that the house must be free no later than 9h00 on the day of departure. For late arrival after 23h00 a night surcharge fee of  $20.00 \in$  shall be due and is payable in cash to the property management (contact person).

#### The Holiday house

The most important information concerning the use of the holiday house, as well as the use of appliances and other house specific customs will be communicated to you upon the hand-over of keys and the house introduction. Furthermore everything is explained in a multilingual folder you will find in the house. Should there be any complaints about cleanliness, damages inventory or other abnormalities in the holiday house, please report them within 48 hours, otherwise you will lose the entitlement to subsequent cleaning. Please understand that you have no right to claim financial remedies.

Please also understand that it is not allowed to change the furnishing (i.e. rearranging furniture, redecorating pictures etc.) Please also note, that throughout the house smoking is not allowed. A violation would lead to the loss of your deposit.

The Costa Blanca is known for its sudden strong winds. Please make sure that the outdoor inventory is sheltered from the wind. Please always close the awnings if you do not use them or if you leave the house. It is your responsibility and you must bear the costs if they are damaged.

#### Grilling

Due to the great fire risk, grilling outdoors is only permitted with a gas or electric grill. Barbecue with charcoal is also possible, because the property has a fixed installed barbecue. CAUTION: Only dispose of cooled charcoal.

# Pets

Pets are prohibited in the house.

# **Swimming pool:**

•The pool shall be regularly cleaned and maintained by a service technician. You have no obligations.

•Please do not underestimate potential hazards for children at the pool.

•Glasses and bottles are prohibited in the pool.

•The pool water may not be drained.

•Any changes on the pool appliances or installations may only be carried out by the pool service technician.

# **Cleaning and final cleaning**

Please leave the house in orderly condition when departing. For the waste disposal, you will find big rectangular waste disposal bins in the streets.

# The final cleaning at your departure does not include:

Disposing of you waste and empties / washing-up dirty dishes / cleaning of the stove and oven / cleaning of the barbecue and fireplace.

# **Reimbursement of the deposit**

We reserve the rights to settle possible shortcomings with the deposit (i.e. dirty barbecue, dirty oven each  $15\varepsilon$ , washing-up dishes /stoves/waste disposal  $10\varepsilon$  each, smoking in the house 100% of the deposit). Access to the property may not be denied to property management, pool cleaning and garden personnel. We wish you an enjoyable and relaxing stay.