

# Rental agreement for the holiday apartment in Calpe, Spain

## The undersigned:

R.E Cardinaal/ M Cardinaal-De Wit,

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2587BW, in The Hague

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hereinafter referred to as 'lessor';

## and the person responsible for making the booking:

Name:.....

Address:.....

Postal code / Place of residence.....in .....

Telephone number: .....,

Email address:.....

hereinafter referred to as the 'tenant',

## declare to have agreed as follows:

### 1. RENTAL AND HIRE

a. Parties hereby enter into an agreement of rental and hire concerning a holiday apartment, situated in street: Calle de Alemania 12, complex: Joya 1B, hereinafter referred to as 'the rented property and associated parking lot no: 20.

b. With inventory according to specified list, which is annexed to this contract.

c. The rented property may not be occupied by more than 6 persons.

Tenant is prohibited from completely or partially renting, subletting or granting third parties the use of the rented property.

d. Pets are not allowed in the rented property and smoking is prohibited in the entire apartment.

e. The total rental price is: € ....., per .....

f. The rental price is the amount for the use of the apartment, including the use of the fixed inventory, as described in Annex I and excluding a cleaning fee of Euro 45.00 per rental period, and, if additionally desired, a change of sheets or wash of towels, Euro 7.95 per person.

g. Included are single-use sheets, pillowcases, bath towels and tea towels.

h. It also includes blankets for 6 persons.

### 2. RENTAL PERIOD

The rental period starts on: .....-2020 at 3 p.m.

and ends on: .....-2020 at noon.

On the day of arrival, the apartment will be available at 3 p.m.

On the day of departure, the tenant has to leave the apartment before noon.

### 3. NUMBER OF ADULTS AND CHILDREN OLDER THAN TWO YEARS

Number of adults:..... and children of 12 years or older: ..... Number of children 3-10 years old: .....  
Total: ..... (Maximum ..6....).

### 4. RENTAL PRICE

The rental price for this period is: (See rates list) € .....

A deposit (see Article 5) of: € ..... upon arrival.

### 5. DEPOSIT

Upon arrival, tenant pays to ..... a deposit of: € ..... (in words .....) ..... will at the end of the rental period refund this deposit after deduction of whatever tenant owes lessor (see Articles 4 and 10). Optionally: As a substitute for the deposit, tenant may also hand in his/her passport as a guarantee that any damage caused by the tenant will be reimbursed.

### 6. CANCELLATION

If tenant, for any reason whatsoever, cannot, does not want to or will not accept the rented property on the agreed, he/she shall immediately notify the lessor. A telephone communication thereof must be confirmed in writing or by email.

If the tenant cancels the agreement in the period up to 8 weeks before the date of commencement of the rental period, he/she shall owe 20% of the rental price; if cancelled up to 4 weeks before: 40%; and from 2 weeks before up to the date of commencement of the rental period: 80%.

If the tenant notifies lessor only on the date of commencement or during the rental period that he/she will no longer or not at all use the rented property, he/she shall owe the full rental price.

Optionally: If the apartment can still be rented (the former tenant may introduce a new tenant if he/she wants to, provided this is done via the intermediary), then the rental price, which tenant would have to pay according to the provisions under b. and c., shall be reduced with the amount lessor will receive from the new tenant over that period.

In this case, the former tenant owes lessor an additional € 40.00 for extra administration, acquisition and advertising costs.

### 7. OBLIGATIONS OF THE LESSOR

Lessor is required to make the rented property available to tenant on the agreed date and time and in good condition.

### 8. OBLIGATIONS OF THE TENANT

Tenant is obliged to use the rented property as intended and leave the rented property behind in good condition, tidy and cleaned up. When leaving the apartment after the rental period, this means: no more dishes on the kitchen counter, the fridge completely empty and the trash discarded. In the event of

negligence hereof, an additional fee of Euro 75.00 will be charged. High cleaning costs are not included in the rental price. (See rates list.)

**9. DAMAGE AND THEFT**

Tenant is liable for damage to the rented property, including the damage to or loss of (a part of) the inventory (see inventory list in case of damage), caused during the rental period, unless the tenant can show convincingly that the damage cannot be attributed to him/her, his/her family members or guests. The amount that will be paid out under any insurance shall be deducted from the loss amount.

In the event of negligence or failure to lock the apartment, all costs resulting from burglary or fire are at the expense of the tenant.

During the rental period, bringing expensive jewellery or valuable audio equipment is at one's own risk.

**10. COSTS OF REPAIRS**

The costs of normal maintenance and repairs of defects are at the expense of the lessor. Should any defects occur, tenant must inform lessor immediately thereof and follow lessor's instructions as much as possible. Any costs incurred by tenant in this context will be reimbursed to tenant by lessor against presentation of specified invoices.

**11. NON-PERFORMANCE OF LESSOR**

If lessor fails to meet its obligations, tenant has the right to demand compliance and/or compensation. If the non-performance gives sufficient rise thereto, tenant has the right to terminate the agreement without the intervention of the court. If tenant wishes to make use of this right, he/she shall notify intermediary thereof forthwith in writing and substantiated. Lessor shall in such a case immediately refund the rental price in fully or partially, depending on the nature and the duration of the non-performance. Tenant reserves the right to claim damages.

**12. NON-PERFORMANCE OF TENANT**

When making a reservation, tenant must pay 10% of the total rental price. Two weeks before the date of arrival, the total amount must be credited to the bank account indicated. If the tenant has not paid the rental price on the due date or does not meet any other obligation pursuant to this agreement, then lessor has the right to claim damages and/or cancellation fees. If the non-performance gives sufficient rise thereto, lessor has the right to terminate the agreement without the intervention of the court. If the lessor wishes to make use of this right, lessor shall notify tenant thereof forthwith in writing and substantiated. Lessor reserves the right to claim damages.

Thus agreed upon (having taken note of all 4 pages of this Agreement plus ..... pages annex) and signed in duplicate,

in ..... dated .....

LESSOR

TENANT:

.....

(Signature)

(Signature)