

# Holiday property rental agreement

Rental contract in respect of Casa .....

The undersigned:

- a. Mady Roosen....., hereafter referred to as the "landlord";
- b. ...., hereafter referred to as the "tenant",

declare that they have agreed the following:

## 1. TENANCY AND RENTAL

- a. The parties herewith make an agreement in relation to the tenancy and rental regarding a holiday property located in [LOCATIE VAKANTIEHUIS], hereafter referred to as "the rental property".
- b. The property includes a specified inventory, which is appended to this contract.
- c. The rental property may be occupied by a maximum of [AANTAL] persons. The tenant is forbidden from letting part or all of the rental property to others or to allow them the use of it.
- d. Pets are accepted / not accepted in the rental property.
- e. The total rental amount is € ..... per .....
- f. The rental amount is the amount for use of the holiday property, including the fixed inventory, as described in appendix 1, and **includes** electricity.
- g. **Included / not included in the rental amount** is bedlinen (quilts, pillows, quilt covers and sheets, large and small bath towels and tea towels for a maximum of 6 persons).

## 2. RENTAL PERIOD

The rental period will commence on: .....201.. at .....am/pm and ends on .....201... at .....am/pm.

## 3. NUMBER OF ADULTS AND CHILDREN.

Number of adults and children over the age of 12: ..... Number of children aged 3-11: .....  
Total: ..... (maximum .....).

## 4. RENTAL AMOUNT

- The rental amount for this period totals: € .....; a 30% deposit is payable no later than 7 days after signing the rental agreement, with the balance payable no later than 6 weeks prior to commencement of the rental period.
- Final cleaning at the end of the rental period; a charge of € ..... will be made for this service.
- A security (see article 5 below) of € ..... is payable in advance within a 7-day period following the signing of the rental agreement.

### Summary of payments:

- 30% of rental amount within 7 days of signing the rental agreement € .....-
- Security of € ....., also within 7 days of signing the rental agreement €.....-

Total € .....-

- 70% of rental amount payable no later than 6 weeks prior to the the start of the rental period € .....-

## 5. SECURITY

The landlord shall repay the security at the end of the rental period following deduction of any amounts payable by the tenant to the landlord (see article 4 and article 10).

## 6. CANCELLATION

If the tenant is not able to occupy the rental property for the agreed period, for whatever reason, he or she must immediately inform the landlord of this fact. A message by telephone must be followed up by confirmation via post or e-mail.

If the tenant cancels the rental agreement prior to 6 weeks before the start of the rental period, 30% of the rental amount agreed remains payable. If cancelling up to 4 weeks in advance the amount payable is 40%, and within 2 weeks of the start of the rental period, the amount payable is 50%.

If the tenant only informs the landlord on the start date of the rental period, or at any time during the rental period, that he or she will not be occupying the rental property, the full rental amount remains payable.

## 7. LANDLORD OBLIGATIONS

The landlord must ensure that the rental property is made available to the tenant in good order on the agreed date and time.

## 8. TENANT OBLIGATIONS

The tenant must use the rental property as intended and must leave the rental property in good order, neat and tidy at the time of departure. Cleaning costs (= the "final clean" € ..... ) are **not** included in the rental amount and will be charged separately.

## 9. DAMAGE

The tenant is responsible for any damage to the rental property, including damage to or loss of (or part thereof) the inventory, during the rental period, unless the tenant can demonstrate that the damage was not caused by himself, his family or any guests. The amount of damages payable will be reduced by any payment received by the landlord in respect of his insurance.

## 10. REPAIR COSTS

Normal maintenance and repair costs are the responsibility of the landlord. If the tenant notices any issues in this regard, he or she must inform the landlord of them immediately.

## 11. NON-PERFORMANCE BY LANDLORD

If the landlord does not fulfil his obligations, the tenant will be entitled to demand compliance or compensation. If the non-compliance warrants it, the tenant will be permitted to end the rental agreement without recourse to court action. If the tenant wishes to exercise this right, he/she must inform the landlord immediately in writing, citing the reasons. The landlord will in that case refund all or part of the rental amount, depending on the type and period of time of the non-compliance. The tenant retains the right to claim compensation. With regard to this matter, it is noted that the landlord cannot be held responsible for any disruption, alteration or hindrance to the stay of the tenant if this is the result of unexpected or unavoidable matters outside his control. The landlord cannot be held responsible for inconvenience as a result of work by third parties such as the council, local government, garden services, etc.

The landlord does not accept responsibility for loss or theft of or damage to luggage, personal items or vehicles, nor for any costs resulting from late arrival at the holiday property due to delays.

## 12. NON-FULFILMENT OF TENANT

If the tenant has not paid the rental amount on the due date or does not comply with other requirements regarding this rental agreement, the landlord has the right to demand compliance and/or compensation.

If the non-compliance warrants it, the landlord has the right to end the rental agreement without recourse to court action. If the landlord wishes to exercise this right, he must inform the tenant immediately in writing, citing the reasons. The landlord retains the right to claim compensation.

So decided (taking due note of all three (3) pages of this agreement plus 1-page appendix) and signed in duplicate,

At Montefrio, Spain.....

date .....

LANDLORD:

TENANT:

Mady Roosen.....

.....

(SIGNATURES(S))

SIGNATURES(S))

Personal and address details LANDLORD

Personal and address details TENANT

Initial(s)/  
and last name Mady Roosen.....

Initial(s)/  
and last name.....

Address. Carretera de Illora km15.....

Address. ....

Town Montefrio.....

Town.....

Postcode18270 .....

Postcode .....

Telephone. ...0034/680573077.....

Telephone. ....

Mobile no(s) .....680573077.....

Mobile no (s).....

E-mail address mm@montefrio.rent.....

E-mail address .....

**Name / names of travel partners / (children):**

(1).....

(2).....

(3).....

(4).....

## Appendix I

Description of the (fixed) inventory of the rental property.

### **Garden:**

1	1 parasol
1 dining table	
6 garden chairs	
1 dining table (folding)	1 barbecue

### **Living room**

1 settee  
2 armchairs  
  
1 coffee table

### **Dining room**

1 dining table  
6 dining chairs

### **Kitchen**

Extractor hood, ceramic hob, built-in oven, built-in refrigerator, freestanding freezer, freestanding microwave

### **Double room, ground floor**

1 double bed  
2 bedside cabinets / lights

### **Double room, first floor**

1 double bed  
2 bedside cabinets / lights

### **Single room, ground floor**

2 x 1 single bed

### **Double room, first floor**

2 x 1 (freestanding) single bed

### **Bathroom, ground floor**

Bath

### **Bathroom, first floor**

Walk-in shower

### **Downstairs toilet**

Separate toilet area