

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Roberto Munoz Andres (“*Homeowner*”) and the “*Guest*” who must accept the conditions on behalf of all members of the party. A contract exists when Guest has paid at least 50% of the rental (excluding Refundable Security Deposit) and Homeowner has accepted and confirmed Guest’s booking. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property.** The property is located at:

Avenida Gran Vía de la Manga, km 14
Residencial Viña del Mar, Fase 1, Bloque 2, 4º - C
La Manga del Mar menor (La Manga Strip)
Postcode 30380 – Murcia – Spain

The property is furnished.

Guest will be given a welcome pack that includes GPS Coordinates and instructions to collect the key for the apartment, and terms and conditions for check-in and check-out.

2. **Maximum Occupancy:** The maximum number of guests is limited to 6 persons. An additional charge of £30 per person per night for guests in addition to 6 will be assessed.

3. **Check –in/out Dates.** Check-in and Check-out Dates will be according to the booking accepted and confirmed by the homeowner. Check-in is **after 14:00** (2 PM) (No early check-in please, except prior consent in writing from the Homeowner) and before 19:00 (7 PM). Check-out Date will be before 11:00 (11 AM)

4. **Term of the Lease.** The lease begins at the “*Check-in Date*” and ends at the “*Checkout Date*”.

5. **Rental Rules:** Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** and **Community Rules** attached as **Exhibit B** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

6. **Access:** Guest shall allow Homeowner access to the property for purposes of repair and urgent inspection. Homeowner shall exercise this right of access in a reasonable manner, and whenever possible in written and with 48 h. notice except force majeure situations.

7. **Keys of the Property.** Guest is not allowed to make copies of the keys of the property. Guest is not entitled to change the doors locks of the property neither.

8. **Refundable Security Deposit:** A deposit of £230 (or €300) is due at least 15 days prior to the Check-In Date.

The deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to one or all the following:

- i. damage to the property or furnishings;
- ii. excess of dirt or other mess requiring cleaning according to provision no. 10 “Cleaning Fee”
- iii. any other cost incurred by Homeowner due to Guest’s stay.

Guests are advised to complete the “Check-in Report” (provided with the Welcome Pack) within 24 hours of arriving to the property. In any case, if the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately and within 24 hours through email to robertomunozandres@icloud.com and provide photos if possible.

9. **Rental Rate:** The rental will be according to the quotation and the booking accepted and confirmed for the whole period in provision 4 “Term of the Lease” and all inclusive of taxes and cleaning fee (as per 10 “cleaning fee”).

10. **Cleaning Fee:** Cleaning Fee is including in the rental price of the apartment, but Guests have the duty of care and an excess of dirt or mess will incur in a fee of £60 (€80) deducted from the Refundable Security Deposit

11. **Payment Terms and Cancellation Policy:** There will be two installments:

1.- 50% due now, to secure the rental of the property, paid by Bank Transfer or through web site “HomeAway”. This amount will be refunded if Guest cancel the booking at least 6 months before check-in. For cancellations that are made less than 6 months before check-in, Guest will be refunded 10% of this amount.

2.- 50% + Refundable Security Deposit due 15 Days prior to check-in. Non refundable, except the Refundable Security Deposit according to provision no. 8.

12. **Insurance:** The homeowner encourages all renters to purchase insurance to protect themselves against additional expense due to accidental damage to the rental property. Damage Protection can provide coverage if your refundable damage deposit is withheld, or for incurred costs of repair or replacement, in the event you accidentally damage your holiday rental property.

The terms and conditions are designed to give the Guest the most pleasant holiday possible. The Guest agrees to the terms and conditions of booking as stated above.

Exhibit A
RENTAL RULES

1. Smoking is NOT allowed within the apartment.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order
5. Only use appliances for their intended uses
6. PETS are permitted only with prior approval and the *Pet Addendum* must be completed.
7. Parking: Parking is limited to one vehicle in parking slot number 74.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.

Exhibit B
COMMUNITY RULES
For “Residencial Viña del Mar, Fase 1”

1. People in the Guest party will keep the community facilities in good condition, making a good use of them, for their intended uses, and avoiding any damages
2. For security reasons, people in the Guest party must make sure they close all doors behind them (building, swimming pool, garage, etc.).
3. Pet owners are responsible for cleaning up any/all pet refuse but they must avoid that pets produce their refuses inside the building area.
4. It is not allowed to park any vehicle, bicycles, push chairs, bath or beach toys or any other objects in the common areas of the building.
5. It is not allowed to dispose any waste in the common areas of the building. Trash must be disposed in the bins designed for that purpose.
6. It is mandatory to keep tidy the common areas of the building and it is not allowed to through any trash.
7. Owners who rent their properties must hand in these rules to their guests.
8. Except in the designated areas, it is forbidden to practice any sport that may damage the building and its facilities or produce nuisances to the neighbors.
9. After bath time, people must enter the building dry and with no beach sand
10. Guest must not use the parking slot as a larder.
11. People in the Guest Party must make sure they don't make noise disturbing the neighbors.
12. Community parties shall be taken place in the communal areas of the building
13. All users of the swimming pool must read the instructions prior to its use. The concierge/Janitor will provide them.