

ESTEPONA RENTALS Fiscal number: B92776269

APDO 334 – 29680 ESTEPONA – MALAGA - SPAIN

Short term rental agreement

By sending this rental agreement back by e-mail, the client is then bound by legal agreement with the owner, according to the terms, conditions and agreements above

Client Details	
Name	
Surname	
E-mail address	
Phone number	
Mobile number	
Address	
Passport Number	
Billing and travel details	
Traveling by (car, plane)	
Flight Number	
Airport	
Arrival Time	
Rental Agreement	
Rental Reference	
Arrival date	
Departure date	
Duration (nights)	
Weekly Rate	
Total Property Rental Cost	
Total Price	
Reservation deposit	
Mode of Payment	
Final balance	
Accommodation location	

This document represents the binding contract between the client named in the Client Details section of this documents, hereafter named 'the client', and Estepona Rentals S.L, represented by its Director, hereafter named 'the owner'.

The owner and the client agree a short term – holiday let of the following property :

Property Reference:

The property is shown with its details on the websites of the owner and corresponds in its details to the description on the website. The photographs shown on the website are the ones of the property.

1. **The client** can move into the property at 14:00 hours on the arrival day and has to leave the property before noon 12:00 hours on the departure day. The owner will provide and make ready a set of keys for the client on the arrival day and the client will leave the keys inside the property on the departure day.
2. **The property** is rented as seen, with the features described via the Internet. The client is responsible for any damage to the property or items, if caused by the negligence of the client or in cases of improper or abnormal use. The owner may charge the clients credit card with any damage which has not been paid for during the stay of the client, or seek to recover costs via other legal means.
3. **The client** must pay a security deposit, 300 Euros to the company, which will be refunded after the house has been inspected, and no damages has been found. In case of any damage, the amount for any repairs will be taken off the security deposit, and any further costs will be charged to the client. This can also be done with a damage deposit contract with a credit card upon arrival, must be Visa or Master Card.
4. **Prior to accommodation, the client must settle the total agreed rental price in full. In order to exclusively confirm a booking, a reservation deposit of..... euros is required within two weeks or before the 2010.** This corresponds to and can be paid via bank transfer or via PayPal. Any transfer, bank or credit card costs must be paid for by the client.
5. **To cancel a reservation** and obtain a full refund of the first payment, the client must give full written notice at least 60 days before the arrival date. If the cancellation is between 30 to 60 days before the arrival date, the refund is 50% of the first payment. If the cancellation is less than 30 days before the arrival date, no refund is available. In all the cases we deduct 30 Euros for administrative costs.
6. **The total rent is euros .** After the initial reservation deposit is made, **the remaining of the payment, or any remaining extra costs, must be paid into the owners bank account 30 days prior to the arrival date or CASH upon arrival.** In case you choose to pay the remaining by bank, **the last day for this payment is the 8th of June 2010.** The client may pay this amount by bank transfer. Any transfer, bank or credit card costs must be paid for by the client.
7. **If a minimum deposit of 20%** and the total rental costs are not paid within the agreed terms, the reservation is considered void.
8. **The owner** may change the rented property to another one of the same size with similar features if there is an Act of God or any other emergency reason which prevents the rental of the agreed property. The owner will in this case endeavor to provide the best property of similar quality and closest location possible to the original property. The agreed rental price will not change.
9. **There is no charge if the client arrives** in the hours of daylight, between 08:00 hours and 20:00 hours. **An extra charge of 40 Euros** will be placed for arrivals between 20:00 hours and 23:00 hours. **An extra charge of 60 Euros** will be placed for arrivals between 23:00 hours and 08.00 hours. This one time door opening fee has to be paid in cash to the staff member, who will show the house to the client.
10. **The rental price includes** a weekly quick clean and linen change. A final cleaning session takes place after the departure of the client, and is included in the rental price. If a house is unusually dirty after the departure of the client, or if there are major cleaning difficulties incurred by the client, a charge will be made to the clients for the extra cost. The client agrees with this charge with the client's signature on this agreement.
11. **Bed linen, towels and all usual household** items required for basic living will be provided by the owner. No consumables or beach towels will be provided unless specifically requested and at an extra charge per item. The towels provided with the property may not be used outside of the property or for uses other than household hygiene.
12. **The rental price includes** costs for electricity, gas, water and all the taxes. Any unusual consumption of electricity will be charged to the client. The client must be responsible to switch off all the lights when leaving the houses and to switch of all heaters, air conditioning units and kitchen machinery and accessories when not in use.
13. **The properties do not contain** any usable telephone lines. It is strictly forbidden for clients to attempt connect to any telephone lines if they are available, or to ask any telephone or communication company to install any communication devices. The same applies to any satellite television services, but most of the houses do already have televisions, satellites and receivers. If a telephone is necessary, mobile phones may be made available by the owner on request. These telephones are standard pay-as-you-go mobile phones and can be used to receive and make international and national calls. Mobile phone rental is 6.- Euros per day and a deposit of 100€ is required. Phone call units are not included and can be acquired in almost any kiosk, news agent, post office or petrol station.

14. **The property can only be resided** by the agreed group of people who are declared in full to the owner. Any extra person must be authorized by the owner and is only permitted to stay overnight if there is the available bed space. It is not permitted for anyone to sleep on the sofas, floors or tables. Renting an extra bed is possible only where space is reasonably available, and at a rate of 50.- Euros per week including bed linen and the weekly cleaning if agreed by the company.
15. **Pets are only allowed on the property by written agreement with the owner.** If a pet has been authorized, the client is responsible for it entirely, and must ensure that it is not left alone in the property, that it does not disturb any neighbors, and that it is walked regularly to avoid any litter in the house or garden. The owner has the right to end the occupancy with an animal at any moment when it becomes clear that the animal causes damage or is deemed a menace.
16. **The owner has the right to refuse entry** to the house to anyone at any time, and has the right to end the rental agreement at any moment, if there is evidence of the client not using the house properly or for purposes other than are appropriate for a holiday property rental.
17. **Any unlawful acts within the house,** either by the client or any people with the client, will end the rental agreement immediately. No illegal drug consumption or any storage of illegal drugs in the house is permitted. The client declares with his signature on his form that he/she or any members of the group residing at the premises are not addicted to illegal drugs. Excess of alcohol is common during holiday periods and the owner is not responsible for any damage sustained to the client due to alcohol consumption. The client is kindly asked not to disturb the neighbors and not to drive vehicles or operate machinery under the influence of alcohol. At no time is it allowed any glass items around the swimming pool or swimming pool area. If any glass is found in the swimming pool the clients will be charged for the cleaning of the swimming pool.
18. **The owner is not responsible** for any theft or loss of valuables at the property or otherwise. Clients are advised to keep valuables in a safe if possible and/or to keep valuables with them at all times. There is no insurance against theft and loss of personal items beside any insurance cover the client may have included in their credit card, home insurance or travel insurance. Should a theft or robbery occur, clients are asked, to inform the local manager immediately by telephone. Safety deposit boxes are also available at post offices and banks.
19. **The houses are insured** against fire, storm, water damage out of solid pipes or fixed installations, and rainwater through the roof. Damage sustained to the house or to belongings of the client must be reported immediately to the manager or the owner.
20. **The client has the role** of the house owner during his stay. The owner is not responsible for any damage happening to the client due to a deterioration of any parts of the house or swimming pool during the stay.
21. **This contract is made** under the laws of Spain, and all court matter proceeds under the jurisdiction of the **Court of Estepona, Province of Malaga.**

The client declares to have read this contract carefully, to have understood it in all its parts and to agree to it entirely. By signing below the client is then bound by legal agreement with the owner, according to the terms, conditions and agreements above.

Client Signature: _____

Date: _____

Bank holder: ESTEPONA RENTALS SL
Bank: CAJAMAR Avenida España, 112 – 29680 ESTEPONA
Account number IBAN: ES48 3058 0827 1627 2001 0692
BIC: CCRIES2AXXX