

SEASONAL LEASE AGREEMENT

In Palma, on _____

BY AND BETWEEN

Of the first part, **the LESSOR, Mr.** _____ of legal age, a citizen of SPAIN with domicile for these purposes at _____ - and Spanish Identity Document number _____.

Of the second part, **the LESSEE, Mr.** _____ of legal age, citizen of _____, Passport number _____.

WHEREAS

- I. The LESSOR is the absolute owner of the real property located in Illa de Rodes nº 18, 07007 Ciutat Jardí – Palma, hereinafter the “PROPERTY”.
- II. The PROPERTY is furnished with the furniture and fittings set forth.
- III. The LESSEE has his customary and permanent residence at _____ and is interested in leasing the PROPERTY only for a season, for vacation purposes.
- IV. In addition, the LESSOR is interested in granting to the LESSEE the seasonal lease over the PROPERTY for its use for vacation purposes, and now therefore both the parties have agreed to enter into this seasonal lease agreement, for use of the property other than as a permanent home, subject to the following.

RESERVE - PRICE AND PAYMENT PROCEDURE

- 1.- That **Mr.** _____ has an interest to spend a period of holidays in Mallorca and will stay at the Villa mentioned in this contract.
- 2.- In the condition and with the furniture and services described and photographed on the web page **HOLIDAY-RENTALS** with reference number **859593** for once and with a TERM of **__ days** from the **__/__/__, at 16.00 pm, till __/__/__, at 10.00 am** for **__ adults** and **__ children**.
- 4.- The Total Amount of the Rent is **_____€** for the period, including, cleaning, water, electricity, towels, bed linen, etc.
- 5.- The Payment conditions are the following: A down payment of **_____€** will be paid via Bank-Transfer to secure the reservation. **The remaining balance of _____€ will be paid upon arrival cash or by transfer until two weeks prior the arrival.**
- 6.- A refundable security **cash** deposit of 1.000€ on arrival is required to cover any losses or damages to the property and will be returned 48 hours after departure by bank transfer after checking the correct state of the property for which facilitate the IBAN and SWIFT.

7.- There are 15 bikes in the property. In case of theft or loss of these, 100€ will be deducted from the security deposit for each one.

8.- The cancellation policy is: The 100% of the deposit will be returned if the cancellation is made up to 6 months before arrival and 50% up to 3 months before arrival. With less than 3 months in advance, the payment for the booking will not be refunded. In any case, if the reason for cancellation was clearly justified and we could rent the canceled week, the initial payment will be refunded in proportion to the price of the new booking, or we could keep all the down payment on a new reservation for next season.

PURPOSE OF THE PROPERTY

The leased PROPERTY shall be used by the LESSEE only for the season, any other use to be excluded, and it may never be used as a permanent home, the lessee not to modify the use of the leased property without obtaining express consent in writing from the LESSOR.

The parties expressly represent, as a condition of the essence of this Agreement, that the PROPERTY is not to be used as the permanent home of the LESSEE, since the lease is agreed for a season.

LAWFUL TERMINATION

The LESSOR may lawfully terminate this Agreement with the right to collect any penalty clauses stipulated in clause two, in the following events:

1. Sublease or assignment without consent.
2. Damage caused to the PROPERTY in wilful misconduct or works carried out without consent from the LESSOR.
3. Performance of disturbing, unhealthy, noxious, hazardous or unlawful activities at the PROPERTY.
4. If the clause number 2 of Payment Procedure of this Agreement was not respected. If the LESSEE wanted to change people of this clause, must be required two months before. The LESSOR has the right to accept or not the change.
5. Failure to use the PROPERTY for the purpose stipulated in clause Whereas IV of this Agreement, without having obtained prior consent in writing for the purpose from the LESSOR.
6. Breach by the LESSEE of any other of his obligations under this Agreement. In witness whereof, both the parties have signed this Agreement, in two counterparts, each to the same effect on the date first above written.

THE LESSOR

THE LESSEE