

TEMPORARY RENTAL CONTRACT

HEADING

Ibiza, on (date): ____/____/____
Tenant: _____
Tax ID no. /PASSPORT: _____
With address at: _____ no. _____
Town: _____ Country: _____
Tel: _____ Mobile: _____ Fax: _____ e-mail: _____
Stay from: ____/____/____ to: ____/____/____
Total rent €: _____ (_____)
Credit card: _____ Card no: _____ Expiry date: ____/____/____

Rented property: Ibiza, Can Toni Mari, C/ Font de Peralta s/n, Town: Sant Carles de Peralta

BETWEEN

Of the one part, as landlord, Joan Figueras Serra, of age, with Tax ID no. 37684827V, acting in his own name, with address at Avda. Meridiana 204, Barcelona 08026. And of the other, as tenant, the person detailed in the heading. Both parties recognise their full legal capacity to contract and bind themselves,

THEY DECLARE

1. Joan Figueras Serra is the owner of the property described in the heading as the Rented Property, hereafter referred to as "the property". In the property and rented jointly with it, are the necessary furniture and impedimenta, all in a good state of repair.
2. The tenant states that his normal address is that stated in the heading and that he is interested in renting the property as a second residence for the contractual time indicated as a stay in the same heading. And having come previously to an agreement, they have decided to enter into this TEMPORARY RENTAL contract which they bring into effect in accordance with the following

CONDITIONS

1. Joan Figueras Serra grants in TEMPORARY rental to the tenant the furnished property described as the Rented Property in the heading. This rental has the consideration of a use distinct from that of a dwelling, as its fundamental purpose is not to meet the needs of a dwelling for the tenant, whose normal home is that which figures in the heading.
2. The temporary contract will be for the duration indicated in the stay set out in the heading, counting from 1800 hours on the first day indicated and terminating therefore, automatically and without the need for prior notice, at 12 noon on the second day indicated. If the termination day arrives and the property has not been vacated, independently of the actions taken to produce the eviction, the tenant, as a penalty clause and for the time that he occupies the property, shall be obliged to pay €500 per day.
3. The price of this temporary rental will be the sum indicated in the heading, which will be paid in a single sum at the time of formalising this contract.
4. The asset the subject of this contract will be destined only and exclusively as the tenant's second residence.
5. The tenant will be obliged to pay the costs of all the services and supplies, according to his consumption.
6. All the costs occasioned by damage produced during his stay will be for the account and charge of the tenant.
7. The tenant accepts direct and exclusive liability, exempting the landlord, for any damage which may be caused to persons or objects, arising from his occupation as tenant.
8. The tenant MAY NOT undertake works of any kind.
9. The tenant delivers to the landlord in this act the sum of 500 (Five hundred) Euro in cash as a deposit, this being for the purpose of legal and contractual liabilities. Also the tenant authorises the landlord to charge his credit card, details given in the heading, with up to 3,000 (three thousand) Euro, if the sum deposited should not be sufficient to cover the damage caused to the property, furniture or fixtures. This charge will not exempt the tenant from any later demand for payment for damages caused by him which may exceed this sum.
10. The tenant undertakes to allow access to the property for the landlord and for workmen and builders as appropriate sent by the latter to verify the state of preservation of the property, or to carry out inspections or check any kind of works or repairs affecting the property.
11. No total or partial subletting of the property is permitted under any concept. This would be sufficient cause for the landlord to terminate the rental contract immediately should such be detected.
12. Failure to comply with any of the rules annexed to this contract will be the cause of immediate termination of this contract. Schedule I.
13. Anything not provided in this contract will be subject to the application of Title III of the current Urban Rentals Act 29/1994, with express exclusion of the provision in article 31, the tenant waiving the right of preferential acquisition, and of the provision in article 34.

IN WITNESS WHEREOF the parties hereto sign this document in duplicate and for one sole purpose, in the place and on the date indicated in the heading.

Joan Figueras

The Tenant

Schedule I

Rules

- Never light a fire outside the house. This is absolutely prohibited.
- Inside the house, if you use the fireplace, always close the metal doors.
- Take care with candles. They can be dangerous.
- If you light the barbecue, always use charcoal and put the fire out with water as soon as you have finished.
- Music and noise from the house must be kept to a level which does not disturb the neighbours.
- Parties in the Garden are prohibited after 1 am.
- Please use the parking place indicated and do not occupy that of the neighbours.
- Respect the installations and be careful. Remember that you are liable.

Safety Rules

All possible precautions have been taken to prevent hazards for the people staying at this house. However, it is impossible to cover all possible risks and we ask you to take particular care to prevent harm to people.

- If you come with children, please keep an eye on them. There may be toxic cleaning products in the kitchen and bathrooms. Keep them out of their reach.
- Take care on the terraces and in the garden. Falls from high places may be VERY DANGEROUS.
- Be very careful with the swimming-pool and ponds.

You alone are responsible for your safety and that of the people coming with you or your guests. To avoid serious problems, please remember this.

Failure to comply with any of these rules will mean your immediate expulsion from the house.

Joan Figueras

The Tenant