



Benalmadena,
Malaga 29630
Spain

SHORT-TERM HOUSING RENTAL AGREEMENT

Date: 12/01/2023

PROPRIETARY DATA

Name/ref: Agata · Cozy apartment with terrace, swimming pools and parking.

Address: Camino de Doña Maria 8, Residencial Los Patos 2, Floor 4 door 113. No.

Rooms: 1

Maximum capacity: 2

On one side, **EDYER OSCAR LOPEZ RODRIGUEZ**, of Venezuelan nationality, identified with NIE N° Y7940129Z, with address for notification purposes at Calle Ronda de Golf Este 1 7, Benalmádena, Province of Málaga, acting in this act in my capacity as Manager and intermediary of Mrs.**MARIA ANGUSTIAS VEGA CASTRO**, of Spanish nationality, identified in DNI No.**74665568R**(hereinafter referred to as "**THE INTERMEDIARY**").

From elsewhere, Mrs **WILMA KRISTINA REISTAD**, national of Sweden, with passport/ID/ID No. 36738511 and Don **ALBIN THOMAS HALLBERG**, national of Sweden, with passport/ID/identity document No. 97821901 with habitual and main address in (here you must enter your home address in Sweden) (hereinafter referred to as "**the Lessee Party.**") Both parties recognize sufficient legal capacity for this act and freely,

EXPOSE

- 1.- What **THE INTERMEDIARY**, is the administrator dedicated to the tourist rental of a home located at the following address: Camino de Doña María 8, Residencial Los Patos 2, Planta 4 Puerta 113, Benalmádena Costa, Province of Málaga, 29630.
- 2.- In the conditions and with the furniture and services whose description and photographs are displayed on the website.
- 3.- The home is clean, in perfect condition of use, conservation and habitability and the supplies and services it has are in operation.
- 4.- Both parties have agreed to arrange a lease for the winter season of the property described above, therefore establishing this contract, which will be governed by the provisions of the following:

CLAUSES

FIRST – OBJECT. The Intermediary transfers the property indicated above as a seasonal lease, for the duration indicated in the third clause, to the Lessee Party, which accepts it under the following conditions. The Lessee party states that he will rent the property

previously identified, with the aim of working the winter months on the Costa del Sol.

SECOND - INCOME AND DEPOSIT. The net rent to be paid by the tenant is €800.00, which will be paid as follows:

- 1.- Payment will be made the first five (5) days of each month in the bank account that will be indicated for this purpose: Banking Entity: BANCO SANTANDER; IBAN: ES28 0030 8590 5103 8953 4273; Beneficiary: Maria Angustias Castro Vega .
- 2.- The Tenant Party will deliver at the time of entry to the property the amount of €800.00, as a "Deposit" to guarantee compliance with the obligations of this contract and respond for possible damages caused to the home. or on objects collected in the inventory. The deposit will be returned at the end of the Contract, once the home has been inspected. At the end of the contract, the amount of €40 will be deducted from the cleaning deposit to be able to clean the rented apartment and this is accepted by the tenant.

THIRD - DURATION. This contract is granted for the season of 182 nights, counted from December 1, 2023, at 2:00 p.m., and will be automatically terminated, without the need for any notice, on May 31, 2024, at 12:00 p.m. pm, and the Lessee must hand over the keys in advance. The Lessee Party must leave the property in the state in which it was found, leaving it free of effects and belongings and the services available to it remaining in perfect condition, without any extension of the same unless there is a written agreement between the parties.

FOURTH - OBLIGATIONS OF THE PARTIES

- 1.- The Lessee is obliged to keep the home in perfect condition for the duration freely agreed between both parties.
- 2.- The Lessee may not carry out annoying, unhealthy, harmful, dangerous, illicit or contrary to the Community Statutes in the home. Nor may you store flammable, explosive or corrosive materials in the home and/or carry out commercial or industrial activities there.
- 3.- The tenant must pay monthly for the electricity and WiFi consumption of the apartment during the duration of this vacation contract.

FIFTH - OBLIGATIONS OF THE LESSEE.

The Lessee will be directly and exclusively responsible for itself and the other occupants of the home during the duration of the stay, and exempts the property from all liability for:

- 1.- Damage that may be caused to people or things and is derived from misuse by the Lessee of facilities for services and supplies of the rented seasonal house.

2.- Damage, deterioration or losses that occur in it, whether caused by the Lessee or by the people who live in the home.

SIXTH- TERMINATION OF THE CONTRACT.The contract will be automatically terminated, without the need for prior notice, at the end of the contractual period established in the third clause, and you must leave the house and hand over the keys without any delay. For each day of delay in delivering the keys, the tenant will be obliged to pay an amount equivalent to two (02) nights of the last rate paid, as a penalty. To this amount will be added, where appropriate, any damages that the lessor may have suffered as a result of said delay. This vacation contract will be automatically terminated in the event of non-payment of a monthly payment by the guests.

SEVENTH-Failure to use the home by the tenant or its return before the end of the term of this contract will not give the right to recover any amount delivered as rent, which must be fully paid to the landlord. Termination of the contract or abandonment of the home before the termination date established in this contract will give the right to The intermediary on behalf of the owner to retain the amount delivered as a deposit as compensation.

EIGHTH -The tenant expressly states that the home that is the subject of this contract is not its habitual residence and for no reason or circumstance may the rented home be used as the tenant's main home.

NINTH – JURISDICTION. The component parties submit to the jurisdiction and competence of the courts and tribunals of the place where the home is located, expressly waiving their own jurisdiction. Both parties ratify this contract and sign in duplicate, for a single purpose at the place and date indicated in the heading.

BY THE INTERMEDIARY

Edyer Oscar López R.

BY THE LESSEE

Wilma Kristina Reistad

Albin Thomas Hallberg