

General terms of lease between

IBER VILLAS COSTA BLANCA, S.L.

Calle Córdoba 4

Buzon T 640

03724 Moraira-Teulada

Alicante - Spanien

in the following called

„IBER VILLAS“

and the tenant according to declarations of the contract

in the following called „tenant“

General

- 1. These general terms of lease are part of a corresponding contract of lease.**
- 2. They only can be modified in mutual agreement and in written form.**
- 3. Spanish law is applied. Court of jurisdiction is Alicante.**
- 4. To make reading easier only the masculine form is used.**

Declaration of authority

**The person signing as tenant declares to be of age.
Otherwise the contract is invalid.**

Rights and liabilities of tenant

1. The tenant

During his stay mentioned in the contract the tenant has the exclusive right of use of the rented holiday home.

Subletting is explicitly out of bounds.

2. The earliest time to move in on the day of arrival is 4 p.m.

3. On the day of the departure the holiday home has to be left until 10 a.m. at the latest.

4. Bed linen is provided by IBER VILLAS and is changed every time a new tenant moves in, or after fourteen days.

5. Towels of any kind the tenant has to bring himself.

6. If the tenant detects any damages in the holiday home which have not been mentioned in the check list provided by Iber Villas before, he should advise Iber Villas until the Monday following his arrival, 7.p.m. at the latest.

7. If the tenant causes damage in the holiday home, others than normal wear, he has to cover the costs. If these costs exceed the deposit, the difference has to be paid while the tenant is still present. No credit cards, no cheques will be accepted.

8. The tenant declares to respect the requirements of the house, such as not bringing pets or not to smoke. He confirms having understood that in case of incompliance IBER VILLAS is authorized to immediately ask him to leave the house, no compensations will be made in this case. He has to compensate for any damages due to the illegal behavior.

9. The tenant declares not to tamper with the holiday home or its technical equipment (pool pump, central heating, parabolic SAT reflector etc).

10. In case of emergencies (bursting of water pipes, problems with the dishwasher etc.) the tenant is obliged to call IBER VILLAS without hesitating to prevent further damage to the house.

11. The tenant is obliged to inform IBER VILLAS only and is not to inform other parties in case anything in the house is damaged or not in proper working order.

12. The tenant makes sure that the safety measures of the rented holiday home are observed (especially with regard to the swimming pool when children are present, high walls or steep gradients etc).

13. The tenant attends to the holiday home and is responsible for the furnishings and keeps everything clean.

14. Regardless of the final cleaning provided by IBER VILLAS the tenant does a general cleanup before he leaves.

15. IBER VILLAS provides the tenant with one set of keys for the holiday home.

16. The tenant returns these keys to IBER VILLAS the day he leaves the holiday home. If one or more keys are lost, he has to pay for new keys or/and new locks.

17. Costs as electricity, water etc. are included in the rent. Even so, the tenant is asked to use all resources with utmost care and is aware of the fact that there might be temporal breakdowns considering electricity and water supply.

18. The tenant respects the sleep of his neighbors and local special habits such as Siesta in the afternoon.

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Rights and liabilities of IBER VILLAS

- 1. IBER VILLAS assures the tenant will have the exclusive right of use of the rented holiday home during the period mentioned in the contract.**
- 2. . IBER VILLAS provides the tenant with one set of keys for the holiday home the day of his arrival to be used during the period mentioned in the contract.**

- 3. The day of the tenant`s arrival IBER VILLAS presents a list of all known damages that have been detected in the holiday home**
- 4. IBER VILLAS does a complete check up of the house the day the tenant is about to leave and will claim the costs for potential damages recently done to the holiday home by the party of the contract that can not be traced back to normal wear.**
- 5. IBER VILLAS is allowed to check on the tenant if he meets the requirements of the house, such as not bringing pets or not to smoke. In case the tenant does not stick to the agreed upon rules. IBER VILLAS is authorized to immediately ask him to leave the house, no compensations will be made in this case. He has to compensate for any damages due to the illegal behavior.**

Terms and conditions of payment

- 1. A preliminary reservation made by the tenant to be is valid for one week (7 days). If after this period of time no cash down payment has been received by IBER VILLAS, the holiday home in question will be cleared to be booked by other tenants.**
- 2. If a cash down payment of 35 % or more of the total amount of rent for the holiday home is received by IBER VILLAS during that period of time, the tenant can consider the reservation valid.**

- 3. The remaining payment (usually the remaining 65% of the total rent) has to come in 6 (six) weeks at the latest before the rental period starts. If not so the holiday home in question will be cleared to be booked by other tenants. The advance payment won't be refunded.**
- 4. All the bank transfers are not to cause any more additional costs for IBER VILLAS.**

Liability of the tenant

The tenant is liable for damages which have been caused by careless or vandalizing behavior or are due to not respecting safety measures.

Liability of IBER VILLAS

IBER VILLAS is liable for fulfilling the agreed upon goods and services to the benefit of the tenant as mentioned before.

Duration and annulations of the contract

- 1. The duration of the contract is arranged in the rent contract.**
- 2. In case the agreed upon contract is cancelled by the tenant up to 6 (six) weeks before start of the rent period 10% of the rent will be charged/not be refunded.**
- 3. In case the agreed upon contract is cancelled by the tenant between 6 (six) and 4 (four) weeks before start**

of the rent period 50% of the rent will be charged/not be refunded.

4. In case the agreed upon contract is cancelled by the tenant between 4 (four) weeks and 2 (two) days before start of the rent period 80% of the rent will be charged/not be refunded.

5. In case the agreed upon contract is cancelled by the tenant one day before start of the rent period or the tenant does not show up in the holiday home the day of the due arrival 100% of the rent will be charged/not be refunded.

6. In case IBER VILLAS decides that the agreed upon contract is not fulfilled by the tenant (in case of changes or damages done to the holiday home, vandalism etc.) IBER VILLAS is authorized to immediately ask the tenant to leave. In this case the tenant will not be compensated and has to cover the damages he has caused in the holiday home.