Contract Template for Holiday Letting – English

Please read carefully as changes are necessary before use.

In........., on the.......of.......year.......

**ASSEMBLED**

1. Lesser.........nationality......address.....locality...NIF/passport...., of age, as business

2. Traveller........nationality......address......locality.....NIF/passport......, of age,

**SET FORTH**

I. That the lessor is the owner of the property apartment situated

in street..............number......locality......province.......

II. That the traveller is interested in letting the property identified in previous paragraph (from here on the property), for the time period mentioned later, to be used for holiday dwelling.

III. Since the lessor is interested in letting of the property for a time period, the two parts, accepting mutually each others legal capacity to do so, subscribe the present letting contract for use as holiday dwelling, subject to Law 28/2016 of 2nd of February, Law on Holiday Letting of a Dwelling, Decreto Viviendas Turisticas de Andalucía (from here on DVTA), and in accordance with the following

**Clauses**

*FIRST - OBJECTIVE*

The lessor rents out the property described in the beginning, for a time period less than 2 months to the lessee, that accepts.

The lessee declares explicitly that the property dealt with in this contract will be used as temporal/ holiday dwelling and only for that use, in accordance with what is established in the DVTA.

*SECOND - DURATION*

The property is rented out for ......... day/week or the time period from..........(check-in day) to.......(check-out day)both days included.

The rental period will start at 16,00 pm of check-in day and will finish at 12.00 noon check-out day.

The key will be deliver to the traveller ....

The traveller will return the key at the following time and location:.

*THIRD - THE RENT*

3.1. The parts set freely the rent to the amount of .....................Euro, to be paid in advance. The lesser declares having received the totality of the payment.

The invoice of this payment will be delivered to the traveller under request.

3.3. The rent includes utilities such as electric, water, wifi,…(list out)

*FOURTH - INSURANCE & INCIDENTS*

4.1. The property counts on a **rental insurance** that will cover the traveller in the events of:

* Domestic accident
* Damage caused by robbery….

In addition, we recommend taking on a personal travel insurance that will extend the above-mentioned coverage.

4.2 The traveller agrees that the lesser cannot be held responsible for damages cause by natural disasters and circumstances that are beyond his control.

4.3 In case of any incident during your stay, please call 951234567 (a contact number is mandatory)

*FIFTH - FURNITURE/EQUIPMENT*

The letting dealt with in this contract includes also furniture and equipment in the property. As an addition to this contract is included an inventory of such furniture and equipment, that the lessee declares to accept.

*SIXTH – MAINTENANCE.*

The traveller declares to receive the property, with the furniture/equipment as listed in the inventory, clean and in a good state of preservation and habitation.

*SEVENTH - SUBLETTING*

7.1. The property may not be sublet in any way. No other guests are allowed to stay overnight in the property unless reported to the lesser. The maximum number of guest for this property is:

*ELEVENTH - RESPONSABILITY FOR EFFECTS OF LESSEE*

The lessor is not responsible for lost or damage to effects that the lessee brings into the property.

*TWELFTH - INDEMNISATION OF LESSOR*

In case the lessee does not return the keys to the lessor on the day of terminating the present contract, in accordance with what it is established in second clause, he must pay in indemnities to the lessor, in addition to the costs and expenses originated from the break of the contract, a sum equal to the result of multiplying each day of delay by the resulting amount from dividing the total rent between the number of days agreed for this letting.

*FOURTEENTH - LEGISLATION*

14.1. For anything not foreseen in this contract, shall be applied what is established in Law 28/2016 of 2nd of February, Law on Holiday Letting of a Dwelling, Decreto Viviendas Turisticas de Andalucía), and/or any other Laws that may come into effect on this subject, derogating totally or partly the present one, and supplementary, the Civil Law.

FIFTEENTH - For any problem that can arise in the interpretation or application of the present contract the parts undergo voluntarily the Tribunals of M(or any other)...................., giving up any other jurisdiction.

OTHERS

* Pets are/are not allowed.
* Disturbing noises after midnight can be prosecuted by local police
* Please keep BBQs for allotted areas.
* (INCLUDE HERE YOUR RULES AND REMINDERS)

And as proof of conformity with the foregoing, both parts sign the present contract in duplicate and with only one effect, at the place and date indicated in the beginning.