

Vacation Rental Agreement

This Vacation Rental Agreement is being entered into by("Guest")
with ID Type/Number and
Daniel Pask ("Homeowner") with contact number 0034 620092166, on the

1. **Property.** The property located at 33 Calle Camachas, Casares, Malaga, 29690, with Registry of Tourism number VFT/MA/18952, is furnished and includes a refrigerator, oven, stove, toaster, kettle, coffee machine, iron, television, Xbox with Kinect and controllers, BluRay player and gas BBQ. The adjoining garage is also part of the Property.

2. **Term of Lease.** This lease begins on at 4 p.m. ("Check-in Date") and ends onat 11 a.m. ("Check-out Date").

3. **Payment.** Guest shall pay to Homeowner a deposit in the amount of Four Hundred Euros (€400) due upon execution of this Agreement, and then to be paid in full prior to or at check-in. Payment shall be in cash, Via PayPal, or by booking through AirBnB. Cost includes a cleaning fee of Fifty Euros (50€) and cost of normal use for water and electricity.

4. **Cancellation Policy.** Should Guest cancel his or her reservation, in writing, at least twenty-one (21) days prior to the Check-in Date or via AirBnB, fifty percent (50%) of the deposit will be refunded. All other cancellations will result in no refund of the deposit.

5. **Refund of Deposit.** All deposits will be refunded by bank transfer or via AirBnB payable to the first Guest listed on this agreement, within fourteen (14) days of Guest's Check-out Date. If any amounts are subtracted from Guest's deposit refund, a complete invoice will be provided to Guest along with any partial deposit refund.

6. Duties of the Parties.

6.1 **Condition of Property.** Guest shall leave the Property swept and vacuumed, with washed appliances and bath fixtures, the oven and BBQ should be left in the same condition as found. All rubbish should be removed from the house and disposed of in sealed plastic bags at the location designated at check-in.

6.2 **Repair of Property.** Homeowner may enter the premises at all reasonable times in order to inspect the Property or make repairs. Any damages or will be deducted from the deposit

6.3 **Smoking.** Guest understands that the rental unit is a non-smoking unit, and agrees to not smoke on any part of the Property or adjoining garage and that smoking on the Property will mean forfeit of the deposit.

6.4 **Parties and Events.** No parties or events shall be held on the Property and that such will mean forfeit of the deposit.

6.5 **Pets.** Guest understands that no pets shall be allowed on the Property and that such will mean forfeit of the deposit.

6.6 Subletting and Access. Guest understands that no persons other than those specified in this Agreement shall be permitted to enter to the Property and that such will mean forfeit of the deposit. The persons allowed on the Property are the Guest and the following:

1.
ID Type/Number.....
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ID Type/Number.....
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ID Type/Number.....

7. Obligations of the Parties.

7.1 Lost and Stolen Items. Homeowner is not responsible for any damaged, lost or stolen items no matter how such loss or damage occurred.

7.2 Incidental Charges and Damages. Homeowner shall provide Guest with an itemised statement of any charges at least 10 days prior to charging Guest.

7.3 Internet and Property Usage. Guest will do all that is within his or her power to ensure for the full duration of the Term of Lease or of Guest’s stay in the Property, whichever is the greater, that no person conducts, allows or initiates any illegal activity on the Property or via the internet connection provided at the Property. Illegal activity is defined as any activity or action deemed illegal in Spain and or any other country connected or involved with the activity. Guest accepts full responsibility for the occurrence any such illegal activity during this period as well as for all legal liabilities and consequences arising from such illegal activity ad infinitum or until the identity and responsibility of the offender(s) is established. Guest will also forfeit the deposit.

8. Data Protection.

8.1 Guest consents to the assignment and use of their personal data as contained in this Agreement and or otherwise provided by Guest for the provision of the vacation rental “Services” and all past and future communications between the parties related to the Property, Agreement and Services.

8.2 Guest specifically consents to the publishing or posting by Homeowner of any written reviews received from the Guest related to the Property and their stay. Publishing or posting may be on camachas.info and or social media related to the property as long as the full wording of the review is made available to the reader and no personal data is included other than the Guest's name.

8.3 Homeowner will inform Guest within 24hrs of any such publishing or posting and agrees to remove such if requested by Guest to do so.

9. **Governing Law.** This Agreement and any matter arising out of or relating to this Agreement shall be governed by the laws of Spain and in particular province of Malaga where applicable.

10. **Indemnification.** Guest agrees to indemnify and hold Homeowner harmless from any liability for personal injury or property damage sustained by Guest or parties invited onto the property by Guest.

11. **Force Majeure.** The Homeowner cannot and will not be held responsible for natural disasters and or circumstances that are beyond their control.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties for the specific subject matter contained therein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. All other matters related to the rental of the property specified by AirBnB will remain in force.

Guest:

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Homeowner:

Daniel Pask

Date: