



Bell Niu  
Private Resort  
- Calafell Spain -

## TEMPORAL (VACATION) RENTAL CONTRACT

Segur de Calafell, .....

### UNITED

#### **OWNER:**

Mr. Bashar Boustanji, with address Avenida Mediterranea 87, 43881, Cunit, Spain, and Dutch passport number ..... from now on called owner.

#### **RENTER:**

Mrs./Mr. ....

with address; .....

.....

and passport number .....from now on called renter.

### AGREE UPON THE FOLLOWING

Both parties, in their own name and right recognize to have sufficient rights to sign this contract.

1. **THE OWNER** declares to have legal ownership of the properties under the commercial name Bell Niu Private Resort. The Bell Niu Private resort consists of two adjacent properties, one with the address Calle Xile 34, 43882 in Segur de Calafell and the second Avenida Mediterranea 87, 43881 in Cunit. The respective rental licenses are HUTT-040432- 46 and HUTT-037956- 41.
2. **THE RENTER** declares to have the above mentioned address, and that he will rent the property for holiday reasons for ..... **persons, ( ..... adults and ..... children)**, and that under no concept or situation that might occur will use the property as their usual residence. In consequence, conform the defined in art 4.3 from the L.A.U., this contract will be governed by the content of itself and the Chapter III and following norms as defined in the Spanish Civil Code. Upon ending of the rental period the renter has to leave the property free and in the same state as is expressly accepted upon entering. For every day that the renter occupies the property after the ending of the above defined rental period the renter owes triple the daily rental price to the owner. Eventual costs of lawyers or any other costs to free the property will be charged to the renter.
3. **THE DATES:** This contract is valid for the period that starts with the date of entrance ..... at 16:00h until the day of departure ..... with the check out before 10:00h, upon which moment the renter will return the disposition of the property and all the keys. This contract will be automatically ended upon the checkout date without the need to give notice in advance.

4. **THE RENTAL PRICE:** The rental price for the property for the period above indicated is a total of ..... **Euros in writing** (.....**EUROS**).  
The rental price includes; the one time supply of bed linen, two towels per person (one bath and one pool towel), two times pool cleaning per week, normal use of electricity, gas and water, the end cleaning and tourist taxes. While linens and towels are included in the rental agreement, daily cleaning service is NOT included in the rental rate. We do not permit towels or linens to be taken from the property. We therefore suggest you bring beach towels.
5. **PAYMENT:** An advance payment equal to 20% of the rental rate is required upon reservation. The advance payment will be applied toward the rent. Please make payments via bank transfer. The advance payment is not a security deposit. The **BALANCE OF RENT** is due fourteen (14) days before your arrival date.
6. **SECURITY DEPOSIT:** A security deposit of 500€ is also required upon reservation. The renter declares to take notice upon entrance of the premise of the characteristics and the state of maintenance of the property, its furniture and utensils and to expressly accept them and to oblige him/herself to perfectly maintain the furnished property and its utensils during the rental period. The renter accepts the responsibility for the deteriorations beyond normal wear and tear, or losses that might occur, caused by the renter or co-renters that stay in the property, during the rental period. In the case that the eventual costs of repair or replacement are larger than the deposit, the costs will be charged to the renter. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met;
- A. No damage is done to property or its contents, beyond normal wear and tear.
  - B. No charges are incurred due to illegal activity, pets or collection of rents or services rendered during the stay.
  - C. Upon check-out, all debris, rubbish and discards are taken to the rubbish containers on the street. Soiled dishes are placed in the dishwasher and cleaned.
  - D. All keys are left on the kitchen table and the unit is left locked.
  - E. All charges accrued during the stay are paid prior to departure.
  - F. No linens are lost or damaged.
  - G. The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.
7. **CANCELLATION POLICY:** A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent.
8. **MAXIMUM OCCUPANCY:** The maximum number of guests is as defined in clause 2.
9. **NON TRANSFERABILITY:** This contract is specifically signed with the renter and as such is not transferable, partially or totally to any other person, or legal entity. As such the renter expressly renounces the content of the articles 31, 32 and 33 of the Spanish Urban Rental Law and with that the right to sublet, transfer, lease or sale partially or totally the rights defined in this contract.

- 10.**SAFETY AND NUISANCE:** The renter is not allowed to possess in the property inflammable, explosive or corrosive materials. It is not allowed to perform any industrial activity, immoral acts or produce excessive noise or music that might cause nuisance to the neighborhood and the neighbors of the property. Because of neighbors exterior silence after 24h is required and with that pool use after 24h is not allowed.
- 11.**RISK & CHILD SAFETY:** The renter and company enter the property at their own risk and renounce expressly the responsibility of the owner for any injuries or damage that might occur to persons or objects during the rental period. The renter has sole and exclusive responsibility for the safety of the children accessing the place.
- 12.**HOUSE NORMS:** Upon signing this rental contract the renter explicitly accepts the following Bell Niu Norms and conditions.
- A. By law we need to collect and register passport numbers of all guests upon arrival.
  - B. The use of the antique grain storage on the terrain is not included in holiday rentals.
  - C. Party or event organization on the premise is not allowed.
  - D. Groups of young people under 25 are not admitted.
  - E. Smoking within the buildings is not allowed.
  - F. Because of neighbors use common sense in voice and music level, after 24h respect exterior silence please, meaning also no more pool use after 24h.
  - G. Maintain fire to the designated places, the BBQ, the exterior and inside fireplaces.
  - H. Upon check out leave the place, including kitchen and barbecue clean and free of garbage.
  - I. The hosts live on the premise, (in the house below the pool terrace) out of sight within reach for any questions, advice or help in organizing excursions. Feel free to contact us, we will be happy to help!
13. **JURISDICTION:** The parties will make use of Spanish jurisdiction to solve juridical conflicts and expressly renounce to do otherwise.

**THE RENTER**

**THE OWNER**

Bashar Boustanji

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