

# Tenancy agreement

VILLA CARPE DIEM Maspalomas

## 1. Parties to the contract

### Landlord:

**Guido Gottfried**, d.o.b.: **XXXX in XXX**, German Citizen  
Avda. de Menceyes 8 - VILLA CARPE DIEM Maspalomas,  
35100 San Bartolomé de Tirajana, Province of Las Palmas, Spain.

### Tenant:

(identification last page)

**XXX**

## 2. Rental object

Flat „**XXX**“, **XX X** and workstation

in VILLA CARPE DIEM Maspalomas,  
Avda. de Menceyes 8, San Bartolomé de Tirajana, Province of Las Palmas, Spain.

## 3. Duration of contract

The flat is rented by the tenant for **XXX** months.

From **XXX** to **XXX**

*Optional*>>The tenant is aware at the time of contract-conclusion that the flat is rented to a third party (subsequent tenant) as of **XXX**.

*An extension of this tenancy agreement is therefore excluded. The tenant shall be held liable for financial damages he causes due to a late move-out for which the tenant is responsible.<Optional*

*Optional*>>The maximum rental period is six months, subject to availability.

In case that the tenant shows interested to prolongate the contract:

*Should a rental request for the flat be received from a third party for the period after XX.XX.XXXX, a decision period of three days (72 hours) will be granted to the tenant after receipt of this information. Within this period, the landlord shall be informed if the tenant wishes to extend the tenancy agreement. In the event of an extension, a subsequent agreement will be concluded. The staggered rent agreement (No. 7 of this contract) will be calculated on the entire rental period (rental contract + follow-up contract). The current rental conditions at the time of the conclusion of the subsequent contract will apply to.*

*The tenant shall be held liable for financial damages he causes due to a late move-out for which the tenant is responsible.<Optional*

## 4. Reservation and legal effect

The rental contract becomes legally effective as soon as the signed contract has been received by the landlord (online by pdf.) **and** the reservation fee has been credited to the landlord's current account.

The reservation fee will later be offset against the first rental payment.

Should the tenant withdraw from the contract after conclusion of the contract but before handover of the rental object, the reservation fee will be retained by the landlord unless the tenant has informed the landlord of the withdrawal from the rental contract at least 30 calendar days before the handover date.

The reservation fee is € 50,- and is to be transferred to the landlord's current account indicated below.

## 5. Moving-in date // handover to tenant

The handover of the flat to the tenant shall take place

**at the earliest on XXX - 9 a.m. local time**

**provided** there is an effective tenancy agreement **and** the first month's rent has been credited, by taking possession of the flat and handing over the keys.

The rented flat shall be handed over to the tenant in a condition that allows immediate move-in.

## 6. Moving-out date // handover to landlord

The handover of the flat to the landlord takes place on site

**at the latest on XXX - 12 o'clock noon local time**

**provided** that outstanding claims against the Tenant have been settled, by taking possession of the flat and handing over the keys.

The rented property shall be handed over to the landlord in a clean and tidy condition. The flat shall be in a condition that allows immediate re-letting.

## 7. Rent

### AMOUNT OF RENT

The total rent for the contract period amounts to EUR XXX and is payable on a monthly staggered basis depending on the rental period. The monthly average rent amounts to EUR XXX

### TIME OF PAYMENT

The monthly total rent is due in advance in one amount till the 3rd. calendar day of the respective month.

#### **Exception:**

***The first month's rent must be credited before the rented property is handed over.***

### STAGGERED PAYMENT OF RENT

For a rental period of XX months, the rental payments are staggered as follows:

Monthly rent	Due date	Amount	
X X X	before hand-over	X X X	less reservation fee € 50
X X X	X X X	X X X	
X X X	X X X	X X X	
X X X	X X X	X X X	
X X X	X X X	X X X	
X X X	X X X	X X X	
(⊗ monthly. € XXX)	Total:	X X X	

As an alternative to the payment plan, the rent can be paid in one amount for the entire rental period until the due date of the first rental payment, if the tenant so wishes.

The rents valid at the time of the conclusion of the contract according to the price list on our website: [www.carpediemcanarias.eu](http://www.carpediemcanarias.eu)

The total rent includes:

- workstation in shared office
- internet access
- use of the garden in public area of property
- flat rent
- service charges for mains water, electricity, gas for cooking, refuse collection, property tax and building insurance
- use of the furniture provided for the rental period
- equipment of the flat (cooking utensils, cutlery)

(Detailed description of equipment on our website: [www.carpediemcanarias.eu](http://www.carpediemcanarias.eu))

**Special services** are **not** included in the monthly rent:

- rental of linen including bi-weekly cleaning (per person € 22/month).
- rental of towels including weekly cleaning. A towel set consists of one large and one small shower towel, one hand towel, one small hand towel and two dish towels (per person € 25/month).
- use of the communal washing machine by arrangement (€ 4.80 per load).

Special services, if claimed during the rental period, have to be payed after final settlement at the end of the rental relationship **before** handover of the rental flat. The amount can be payed by card or cash.

Rental payments shall be transferred to following landlord's current account or by card payment on site.

**BANK DETAILS**

Account holder: XXXXXXXX  
 IBAN/account no.: XXXXXXXX  
 BIC/SWIFT: XXXXXXXX  
 Bank: XXXXXXXX  
 Purpose of payment: NAME OF TENANT

## 8. Resignation/Termination

The tenant may withdraw from the rental contract after conclusion of the contract but before handover of the rented property. The period is 30 days to the handover date. If the tenant does not comply with this deadline, the landlord will retain the reservation fee (no. 4).

After handing over the rented property, the tenant may terminate the tenancy agreement prematurely with 30 days' notice to the end of the month.

Cancellation and termination must be sent in writing to the following e-mail address:

**XX@XXXXXXXXXX.XX**

The parties have the right to terminate the contract without notice if it is unreasonable to expect them to continue the contractual relationship. Reasons for unreasonableness are serious breaches of contract by the other party, assault, threats or insults towards the landlord, tenant or other tenants of the house, intentional damage to property of other housemates, the tenant or the landlord.

The landlord is entitled to terminate the lease if the tenant is more than two weeks in arrears with the monthly rent due. As this tenancy agreement contains a detailed payment schedule (no. 7), the tenant automatically falls into arrears without the need for a payment reminder by the landlord. In this case, termination takes place at the end of the actual month.

## 9. Obliterations of landlord

The landlord shall hand over the rented property to the tenant for use in co-living ("living and working under one roof") in a condition in accordance with the contract.

### **ELIMINATION OF DEFECTS**

Defects notified by the tenant to the landlord shall be remedied by the landlord within a reasonable period of time. The rectification of defects shall be at the expense of the landlord, unless the tenant is responsible for the occurrence of the defect.

### **DATA PRIVACY**

The landlord processes personal data of the tenant insofar as this is necessary for the execution of the contract. The data of the tenant will be deleted by the landlord after the end of the contractual relationship, unless legal retention periods conflict with this or the tenant and landlord agree that certain data such as mobile number or contact data for social media may be used by each other.

Personal data is processed electronically. Therefore, the regulations on data protection, as can be read on the website [www.carpediemcanarias.eu](http://www.carpediemcanarias.eu) under the points *privacy* and *legal notice* analogously to this contractual relationship.

## 10. Obligations of tenant

### **DUTY TO PROVIDE INFORMATION**

If damage or defects occur to the rented property during the rental period, the tenant must inform the landlord of this without delay. The tenant shall be liable for any damage that is aggravated or extended by omission or delay of the duty to inform.

### **TENANT'S GUEST**

For safety reasons, the tenant must inform the landlord in good time if a guest is staying with him. The rented flat is designed for a maximum occupancy of two persons. Subletting of the flat by the tenant is not permitted.

The tenant may receive day guests in the complex, but is responsible for any damage to the landlord's property or that of other housemates if such damage is caused by his guest.

**PURPOSE OF USE**

The flat is rented to the tenant for the purpose of co-living ("living and working under one roof"). Tourist use of the flat is excluded.

**FLAT ACCESS BY LANDLORD**

The tenant shall allow the landlord access to the flat by prior arrangement in the event of a necessary rectification of defects.

**PARTICULAR CONSIDERATION**

As the flat is rented in Co-Living ("living and working under one roof"), strict duties of consideration apply to all fellow residents, who are to be enabled to work in the apartment complex in a concentrated manner. Noisy activities ("celebrations") must be agreed in good time and amicably with the other housemates.

In the interest of relaxed, conflict-free living together under the same roof we created a **code-of-conduct**. It is part of this tenancy agreement and has been published on our website:

**[www.carpediemcanarias.eu/info/](http://www.carpediemcanarias.eu/info/)**

**11. Other rules // jurisdiction**

The landlord points out to the tenant that spanish registration regulations must be observed for stays of more than three months.

In the event of a long-term stay in Spain, the tenant is recommended to seek professional advice on tax and (social-) insurance regulations for his specific case.

Subsidiary agreements that contradict individual provisions of these contractual provisions shall not affect the validity of the remaining provisions of this contract.

In the event of disagreements or disputes between tenant and landlord, there is a requirement for open discussion in order to make a serious effort to find a compromise solution.

The landlord offers to act as a neutral mediator in disputes between housemates.

Spanish contract law and EU contract law apply. The place of jurisdiction for disputes arising from this contractual relationship is Spain, San Bartolomé de Tirajana, province of Las Palmas.

<p><i>I have read this contract carefully and understood its contents.</i></p> <p><i>I accept the rental agreement.</i></p> <p><b>Place/Date:</b></p>    <hr/> <p>Signature Tenant</p>	<p><i>I accept the rental agreement</i></p>  <p><b>Place/Date:</b> San Bartolomé de Tirajana</p>    <hr/> <p>Signature Landlord - N.I.E.: XXXXXX</p>
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tenant identified by:

Documento: XXX  
No. documento: XXX  
Fecha de emisión: XXX  
Fecha de expiración: XXX  
Autoridad de expedición: XXX