**COSTASOL PROPERTIES - MARBELLA XXI, S.L.**
**CIF B92557628**

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# PROPERTY RENTAL AGREEMENT

| | | |
|---|---|---|
| **Client:** | | **DATE:** |
| **If the Client is a company, Administrator/Beneficiary:** | | |
| **Nationality:** | **Passport /N.I.E /CIF Number.:** | |
| **Mailing Address:** | | |
| **Resident: Yes ☐ No ☐** | **Tel:** | **Mobile:** |
| **Fax:** | **Email:** | |
| **Legal Rep:** | **Tel:**<br>**Fax:** | |
| **Property Address:** | | |
| | | |

**1. Authorization:** The CLIENT authorizes COSTASOL PROPERTIES - MARBELLA XXI, S.L. to market and rent for the CLIENT the property described with the terms and conditions set below, and to sign the agreements to that effect.

**2. Price:** The CLIENT instructs COSTASOL PROPERTIES - MARBELLA XXI, S.L. to rent for him the property at an asking price of _____ euro per _____ for the period of _____ from _____.

**3. Fees:** On completion of a rent affected by COSTASOL PROPERTIES - MARBELLA XXI, S.L. or any of its personnel, the CLIENT agrees to pay COSTASOL PROPERTIES - MARBELLA XXI, S.L. a commission of **15 (Fifteen) %** of the final rental price plus I.V.A. or an exact amount _____ euro plus I.V.A. This will be paid by the client or his legal representative within 3 (three) days of signing of the rental contract by bank transfer to the account: **IBAN ES62 0081 7451 3000 0183 3694, SWIFT BSABESBB**, or deducted from the reservation deposit held by COSTASOL PROPERTIES - MARBELLA XXI, S.L.

**4. Reservation Deposit:** The deposit received for the property will be placed in the COSTASOL PROPERTIES - MARBELLA XXI, S.L. client account until the completion of rental agreement. In the case of non-completion of the rental by the TENANT the deposit will be refunded in full to the CLIENT (owner of property).

**Initial: CLIENT_____** **AGENT_____**

**5. Title and Possession:** The CLIENT expressly warrants that he is able to sign the Contract of rent and has all necessary permits.

**6. Expenses:** Each party to the contract is responsible for his/her own legal expenses. All expenses arising from the rental of the property, including I.V.A., registration fees and Notary charges are payable by the CLIENT.

**7. Documents:** The CLIENT agrees to provide COSTASOL PROPERTIES - MARBELLA XXI, S.L. with copies of the following documents: Passport, NIE or DNI.

**8. Alterations:** The CLIENT will notify COSTASOL PROPERTIES - MARBELLA XXI, S.L. immediately by email of any alterations or changes to this Agreement.

**9. Withdrawal:** The CLIENT reserves the right to cancel this Agreement by providing notice in writing. However, should the CLIENT or subsequently enter into a purchase directly with any Owner introduced by COSTASOL PROPERTIES - MARBELLA XXI, S.L. the CLIENT will be liable to compensate COSTASOL PROPERTIES - MARBELLA XXI, S.L. in total the agreed commission as specified above.

**10. Exclusions:** The CLIENT expressly agrees to exclude COSTASOL PROPERTIES - MARBELLA XXI, S.L. or its agents and employees from any liability of whatever nature arising howsoever from a breach of any agreement signed between the CLIENT and the OWNER or the OWNER'S agent or representative or of any other agreement so related where the client fails to fulfill the conditions pursuant to those agreements after confirmation of acceptance by the CLIENT.

**11. Completion of Rental:** Completion of rental or purchase shall be deemed to be upon the signing of a Rental Contract. The CLIENT shall be liable to pay the fees referred to in clause 3 above, should there be an exchange of contracts but not proceed for fault of the Owner and in respect of this clause exchange of contracts means where there has been formal acceptance by the Client of the Owners offer.

**12. Breach of Contracts:** Should the Client enter a private agreement directly with a customer introduced by COSTASOL PROPERTIES - MARBELLA XXI, S.L. the Client will be liable to pay COSTASOL PROPERTIES - MARBELLA XXI, S.L. the fee referred to in Clause 3.

**13. Special Conditions:** Where the Client is a Company, Mr/Mrs._____ Intervenes in the name and representation of the Client by Power of Attorney/Verbal Mandate and shall be jointly responsible with the Client for the payment of any fees due to COSTASOL PROPERTIES - MARBELLA XXI, S.L. under this agreement. He/She acknowledges that he/she has full authority from the Client to sign this agreement on behalf of it and that the Client has full knowledge of this agreement and its contents.

**14. SIGNING. -** Both parties agree that a signature by email is sufficient for the validity of this contract.

15. **JURISDICTION**. - According to the Law, for any disagreements that may arise from the interpretation, application, effects or non-fulfilment of the present contract, both parties will submit themselves to the Courts and High Courts of Malaga (Spain).

Both parties sign this contract in mutual agreement, in Marbella on the _____of_____of _____.

**Client's Name_____**

**Signature:**

**COSTASOL PROPERTIES - MARBELLA XXI, S.L.**

**Signature:**

# Property Rental Form

**Type:** ☐ Studio **SubType:** ☐ Penthouse ☐ Middle Floor ☐ Ground Floor

☐ Apartment ☐ Penthouse ☐ Middle Floor ☐ Ground Floor

☐ Townhouse ☐ Detached ☐ Semi Detached ☐ Terraced

☐ Villa ☐ Detached ☐ Semi Detached ☐ Terraced

☐ Plot ☐ Residential ☐ Commercial ☐ Land

☐ Commercial Type: _____

Beds: ☐ Baths: ☐ Location: ☐

Built: ☐ M2 Terrace: ☐ M2 Garden/Plot: ☐ M2

Floor: ☐ Levels: ☐ Stories: ☐

Setting:

☐ Beachfront ☐ Frontline Golf ☐ Town ☐ Suburban

☐ Country ☐ Commercial Area ☐ Beachside ☐ Port

☐ Village ☐ Mountain Pueblo ☐ Close to Golf ☐ Close to Port

☐ Close to Shops ☐ Close to Sea ☐ Close to Town ☐ Close to School

☐ Urbanization ☐ Close to Forest ☐ Marina ☐ Close to Marina

Walking Distances:

☐ To beach ☐ To Cafes & Rest. ☐ To Shops ☐ To Town Centre.

**Orientation:**

| | | | |
|---|---|---|---|
| ☐ North | ☐ Northeast | ☐ East | ☐ Southeast |
| ☐ South | ☐ Southwest | ☐ West | ☐ Northwest |

**Condition:**

| | | | |
|---|---|---|---|
| ☐ Excellent | ☐ Good | ☐ Fair | ☐ Renovation Reqrd |
| ☐ Recently Renov. | ☐ Recently Refurbished | | |

**Pool:**

| | | | |
|---|---|---|---|
| ☐ Communal | ☐ Private | ☐ Indoor | ☐ Heated |
| ☐ Room For Pool | ☐ Children's Pool | | |

**Climate Control:**

| | | | |
|---|---|---|---|
| ☐ Air Conditioning | ☐ Pre Installed A/C | ☐ Hot A/C | ☐ Cold A/C |
| ☐ Central Heating | ☐ Fireplace | ☐ U/F Heating | ☐ U/F/H Bathrooms |

**Views:**

| | | | |
|---|---|---|---|
| ☐ Sea | ☐ Mountain | ☐ Golf | ☐ Beach |
| ☐ Port | ☐ Country | ☐ Panoramic | ☐ Garden |
| ☐ Pool | ☐ Courtyard | ☐ Lake | ☐ Urban |
| ☐ Ski | ☐ Forest | ☐ Street | |

**Features:**

| | | | |
|---|---|---|---|
| ☐ Covered Terr. | ☐ Lift | ☐ Fitted ward | ☐ Near Transport |
| ☐ Private Terr. | ☐ Solarium | ☐ Sat TV | ☐ ADSL |
| ☐ Gym | ☐ Sauna | ☐ Games Room | ☐ Paddle Tennis |
| ☐ Tennis Court | ☐ Guest Apt. | ☐ Guest House | ☐ Storage Room |
| ☐ Utility Room | ☐ Ensuite Bathroom | ☐ Wood Flooring | ☐ Disabled Access |

☐ Marble Flooring ☐ Jacuzzi ☐ Bar ☐ Barbeque

☐ Double Glazing ☐ White Goods ☐ 24HR Reception ☐ Rest. On Site

☐ Servants Quarters ☐ Courtesy Bus ☐ Day Care ☐ Stables

**Furniture:**

☐ Furnished ☐ Part Furnished ☐ Unfurnished ☐ Negotiable

**Kitchen:**

☐ Fully Fitted ☐ Partially Fitted ☐ Not Fitted ☐ Optional

**Garden:**

☐ Communal ☐ Private ☐ Landscaped ☐ Easy Maint.

**Security:**

☐ Gated Complex ☐ Electric Blinds ☐ Entry Phone ☐ Alarm System

☐ 24HR Security ☐ Safe

**Parking:**

☐ Underground ☐ Garage ☐ Covered ☐ Open

☐ Street ☐ More than One ☐ Communal ☐ Private

**Extras:**