

Dear Customer,

We hereby enclose our contract template, which we want you to receive in advance so that you may read it at leisure. This is the standard contract commonly used by Fincas Sancho Gil for leasing agreements.

In order to assist you during this process, since a leasing contract is a document that you might be not familiarized with, we have deemed convenient to include certain comments that you will find highlighted in yellow (and which are not part of the text of the contract).

Our aim is to emphasize the important information as well as providing clarifications by using a plain language without legal jargon.

Remember that the final text may not be identical to the present template because each contract is adapted to the reality of each apartment and to what we decide by mutual agreement.

For any other question or further clarification, please do not hesitate to contact us via email comercial@fincassanchogil.com or by phone 934 308 104.



Dwelling Lease Agreement
Contract reference n° «PropertyId»-«ApartmentId»-«TenantId»

Subject to the Spanish Tax on Property Transfers

Lease agreements are subject to the Tax on Property Transfers in force which must be paid by the tenant.

More information in:

<https://atc.gencat.cat/es/tributs/itpajd/tpo/tramit-lloguer-habitatge/>

Here is the identification of the property to lease. It includes the reference to the Certificate of Occupancy and the Energy Certificate, which are documents that the landlord must have to be able to lease it.

Barcelona, «Date»

Identification of the leased property

City «Postal Code» - «District»
Street name and number «Address», «Number»,
Floor «Block» «Floor» «Door»

Certificates and land registry

Occupancy certificate n° «Occupancy certificate»
Energy Performance certificate «Energy Performance certificate»
Land Register reference «Land Register reference n°»

Landlord's details

Name «Landlord's Name» «Landlord's Surname»,
ID n°/ VAT n° «Landlord's VAT n°»

This part identifies the owner of the property. Please, note that the rent is due to him and he is the person to be identified in official documents (public aid applications, income tax return, etc)

Domiciled for the purposes of this contract in the registered office of the administrator
Fincas Sancho Gil SL Buenos Aires street n° 46, 2 -1ª, 08036 - Barcelona

Landlord's agent or administrator

Name «Landlord's Agent Name» «Landlord's Agent Surname»
ID n° «Landlord's Agent ID n°» in his capacity as «Landlord's Agent capacity»

Tenant's details

Name «Tenant's Name» «Tenant's Surname»
ID n° «Tenant's VAT n°»
Con domicilio en «Tenant's Domicile», Street «Tenant's Address» n° «Tenant's Street Number», «Tenant's Block», «Tenant's Floor»-«Tenant's Door»

Tenant's Agent

Name «Tenant's Agent Name» «Tenant's Agent Surname»
ID n° «Tenant's Agent ID n°» in his capacity as «Tenant's Agent capacity»

Domiciled for these purposes in «Tenant's Domicile», street «Tenant's Address» n° «Tenant's Street Number», «Tenant's Block», «Tenant's Floor»-«Tenant's Door»

Contract Conditions

The abovementioned parties, acting in their respective capacities as landlord and tenant, agree to enter into this dwelling lease agreement for a period of **«Duration» years and price of «AnnualRentPrice» euros (€«AnnualPrice»)** to be paid in monthly installments of **«MonthlyRentPrice»** €«MonthlyPrice» subject to the **«ClausesNumber»** clauses annexed below, which pages are numbered at the bottom from n° 2 to n° **«PageNumber»** both inclusive.

This part is **VERY IMPORTANT** since it establishes the duration of the contract and the rent amount to be paid.

Please, read it carefully and make sure that the information corresponds to what we have agreed upon and do not forget to review clause n° 6 to find out whether the services (other than supplies –water, electricity, gas) are included in the amount stated here.

We normally include the cost of the services in the amount here indicated, but you must check it out to avoid unpleasant last minute surprises.

Terms and Conditions of the Dwelling Lease Agreement

1-Object

The object of this lease agreement is the surface enclosed by the walls of the dwelling identified at the head of the contract.

This clause expressly excludes the facades, in particular the area close to the entrance, as well as the vestibule, the staircase and its landings and the roof.

The annexes specified below are also subject to this lease.

-No annex is specified.

We rent the apartment but not the roof, nor the facade nor the vestibule...
It might seem obvious but it is not. Have you thought about where to leave the bike? You cannot leave it in the lobby!
You are not allowed to climb to the rooftop to sunbathing or watching the musical fireworks of La Mercè festival.

2- Term

The term of the present contract shall be for a period of «Duration», years without prejudice of the landlord's right to any extension thereof, according to Article 9 and 10 of the Law.

Upon the expiration of the contract or any of its extensions, the lease is subjected to tacit renewal on a monthly basis, in accordance with the provisions of the Civil Code until either party notifies the other of its willingness to terminate the contract.

The present contract begins on the day «Field14», date in which the calculation of the term of the contract shall be from.

Clause number 2 is **VERY IMPORTANT**. It reiterates the duration of the contract and the day in which its term begins to run.

3-Early Termination

After the first six months, the Tenant may terminate the contract, provided he gives 30 days notice to the landlord in addition to a compensation equivalent to one month's rent for each year of the remaining duration of the contract. Periods of time inferior to the year will give rise to the proportional part of the compensation.

In any case, the tenant is obliged to pay the entire installment of the month in progress at the time he hands over the keys and leaves the property, therefore, it will not be possible the prorate of the monthly rent due.

In the event of failure to give notice and/or insufficient or incorrect notice, the Tenant must pay the rent corresponding to the said notice period.

After thirty days counted from the scheduled date to leave the dwelling without compliance thereof, the notice period given by the tenant will automatically expire and he will be again obliged to notify his departure respecting the notice period established in the present agreement without need of further action or notification.

Here we agree on what you have to do if you want to leave before the end of the contract term and what the cost will be.
You will always have to pay the first six months-rent and if you leave before a year a penalty shall apply.
In any event you have to give prior notice if you want to leave.
Read carefully this condition, we all expect you will be able to meet the contract term but life is sometimes unpredictable, thus, it is always better to keep in mind the obligations we have agreed upon.

4-Use

The object of this contract is intended to serve, only and exclusively as a permanent residence of the tenant, who declares, to the effects set out in Articles 12, 15 and 16 of the Spanish Urban Renting Act that he will coexist with the following people:

-«Field11»

-«Field12»

-«Field13»

In no case may the dwelling be occupied by a number of people greater than that provided for in the habitability regulations in force. In the event that the competent authorities determine such overcrowding, the tenant expressly exempts the landlord and its agent from any type of liability, becoming directly and exclusively liable for any sanction or fine that may be imposed for this reason.

The tenant may not use the dwelling to carry out trade or industry, nor manual work, nor a professional office. **It is especially forbidden to use the dwelling for tourism activities in whole or in part.**

We rent the apartment to be your home, your dwelling...
You cannot turn it into your office, your workshop or use it as a tourist accommodation.
You may indicate with whom you will live if you want. It is not mandatory, but if you provide us with this information everything will be clearer, especially in case of subrogation or divorce.
It is to be hoped not, but if this may happen, everything will be easier if your partner and your children are listed here.

5-Assignment or Sublease

It is expressly prohibited the assignment and total or partial sublease of the dwelling, **including the assignment or sublease of rooms.**

Clause nº 5 is also **IMPORTANT**. Here we state that the apartment is for you, your listed cohabitants and for no one else.
That is, you are not allowed to sublet the entire apartment nor any of its rooms. If you would like to rent a room, you must seek the prior written permission of the landlord or his agent.

6-Lease

a) The rental price indicated in the first page of this contract comprises the general expenses for the adequate maintenance of the property, as well as its services, taxes, burdens and those liabilities that cannot be individually identified and that correspond to the leased dwelling or to its accessories, if any.

The monthly amount of the expenses and services included in the rent agreed at the time of the conclusion of the contract is as follows:

Property Tax.....€«Field04»

Cleaning / Concierge service€«Field05»

Such expenses, will be annually updated, passing on to the tenant the variations that may occur and will be indicated separately from the rent but integrated in the rent receipt

We are in presence of a **VERY IMPORTANT** clause again. It is important to know whether the agreed price includes the rent plus the expenses or services like, for instance, the concierge service.
As said at the outset, we normally include all the property services in the rent price. Only eventual future increases may be billed separately.
Please, **VERIFY** whether in your definitive copy of the contract it is indicated that "the services are included in the agreed rent amount" or whether it says something else.

b) The contracting parties agree that the total rent paid by the tenant will be adjusted to the percentage variation of the General Retail Price Index (RPI) corresponding to the previous twelve months, as determined by the Nation Institute of Statistics.

The rent may be adapted every year to the RPI variation.
Whether the RPI increases, the landlord shall inform you and the rent will be increased accordingly the following month.
Please, bear in mind that where the RPI decreases, it is your duty to send us a written communication to lower the rent. Likewise, the reduction shall be implemented the following month, provided that the RPI has actually decreased.

For the calculation of the first rent adjustment, the reference month will be «Field10» and successive updates shall be calculated in relation to the previous adjustment applied.

The updated rent shall be updated by the landlord the month following to the tenant's written request, and the percentage variation applied must be specified.

The delay in carrying out the adjustment will not imply resignation or expiration of the obligation in no case. This rent adjustment shall be applied during the term of the contract, its extensions and tacit renewals.

c) The payment of the rent, as well as its raises or legal increases and property charges, shall be made within the first seven days of each month, at the administrator's premises. This obligation cannot be undermined under any circumstances.

Where the payment is carried out by standing order, the tenant will assume any expense or fee for such management, or as a consequence of banking return, according to the conditions of the banking establishment.

Where the payment is made either at the administrator's premises, through bank transfer or check by mail, it is established a €5 management fee per receipt.

d) Under Article 121-3 of the Civil Code of Catalonia, both parties expressly agree to the extension up to five years of the statute of limitations to claim for payment failure of the due amount, by virtue of the present contract.

Hopefully, this clause will never be applied!
This condition indicates that if you fail to pay the rent, the landlord has a period of five years to claim the amount due.
You do not have to worry much about this clause, because you, better than anyone else, know that you will be a very good tenant and that you will never stop paying your rent.

7- Services and supplies

Services and supplies with individual meter readings are to be paid by the tenant. Likewise, the tenant is required to assume the ownership of the service contracts in force, and to preserve, repair or replace the meter readings.

The access to the services listed below is already provided under contract. The tenant authorizes the administrator to change the service contracts' ownership on his behalf.

The tenant undertakes to sign the corresponding service contracts when required to do so.

The current meter readings are as follows:

Water supply (meter reading xxxxx)

Electricity supply (meter reading xxxx)

Gas supply (meter reading xxxx)

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At the end of the contract, the supply contracts must be in force and up to date with payments. The tenant is obliged to give away the rights of ownership in favor of the landlord or the person or entity that he freely designates. In turn, the landlord commits to carry out the ownership change of the service contracts.

In the event that the tenant drops the service contracts or that there are pending bills, the cost of new registrations and / or the amount due shall be deducted from the rental deposit. The tenant will be accountable for the payment of new registration costs and required certification, increased by € 150 for management costs.

You must pay the supplies of light, water, gas directly to the supply companies.
In order to know the amount that corresponds to your consumption, we have included the current meter readings.
The existing service contracts are up to date with payments and we will transfer the contract ownership to you. We will take care of the bureaucratic management, thus, you only have to sign the new contracts.
Please, note that you may not drop the service contracts and that payments must be up to date at the end of the lease contract. In addition, you authorize us to transfer the ownership back to the landlord when you are no longer the tenant. Once again we will take care of the bureaucratic management of the transfer.

8- Maintenance

The tenant declares to know the characteristics and state of the dwelling upon his visit, prior to the signature of the contract and he expresses his complete satisfaction.

The landlord guarantees the correct functioning of all the facilities and elements of the leased dwelling, **for one month from the signature of the contract**, as long as the damages and repairs that may occur during this period are not due to a misuse by the tenant.

Although the apartment is delivered in sound condition and previously inspected, sometimes there may be hidden defects. If that is the case, you must notify immediately. Do not wait much time so that it is too late to provide you with assistance covered under the guarantee.

The apartment is delivered with walls and ceilings freshly painted in white color. The tenant agrees to return the apartment in the same conditions. If the tenant changes the color or makes drawings or any other type of modification, he must be bear in mind that the apartment must be returned to its original state at the end of the contract, i.e. freshly painted in white color.

Caution: This paragraph will not always apply, but if it is included in your contract, you must comply with it. You may paint the walls in colors, you may draw landscapes or graffiti while you live in it, but when the contract expires or you decide to leave it, you must return the apartment to its original state, painted in white color without any other decoration. In other words, if you change the walls color you will incur in double costs, since you have to change the color back again before leaving.

It is not allowed to make any type of perforations or holes in the tiled walls of the dwelling nor in marbles or similar materials. The tenant may drill holes in the rest of the existing walls of the dwelling, although these must be fixed and painted before the end of the contract.

In the event of non-compliance with this clause by the tenant, the landlord will charge to the rent deposit the costs derived from its reparation. In case of perforations in tiles, marble or similar materials, as it is impossible to repair them, the total cost of the walls reparation will be passed on to the tenant.

Caution: This paragraph will not always apply, but you must comply with it if it is in your contract. You may not drill holes in the tiled walls or marble materials. Rather, you may use accessories resting on the floor or with suction cups. Please, be conscious of this clause so that any dispute will be avoided.

The tenant agrees to maintain clean and degreased the following kitchen items:

- Hob or kitchen
- Oven
- Smoke extraction system

Either way, the tenant agrees to contract the service maintenance or to carry out an annual review or adjustment by suitable qualified staff, of the elements listed below:

- Water Heater or thermos of hot water and / or heating boiler.

Failure to comply with this maintenance commitment will imply the exclusive tenant's liability for the repair of any type of damage, including the total replacement of these facilities, which will be available to the landlord at the end of the contract.

Caution: This paragraph will not always apply. If you want to ensure the correct functioning of the water heater, you have to take care of its maintenance. Otherwise, you shall deem liable of the fault repair.

The tenant also undertakes to maintain the cleanliness of terraces, balconies and courtyards that are accessed exclusively from the leased dwelling, **with particular attention to its sinks, drains** and / or rainwater channels, ensuring the correct circulation and drainage of rainwater. The tenant will be directly liable for any damage that may occur, such as floods or water leaks, due to non-compliance with this obligation

Caution: This paragraph will not always apply. ¿Why do we include this clause? Well, because in the Mediterranean, rainy days are usually few, but when it rains, it rains a lot (especially in August and September). If we forget to keep the drainage paths of the terraces and balconies clean, nothing happens ... until it rains! As soon as it starts to rain, the water accumulates on the terrace and, if it fills, it does not drain well, therefore, the neighbor below will be flooded, and this may cause significant damage. You are the only one who has access to your terrace and that is why you are charged with this duty of care. It is easy to comply with, but if you forget about it, it may have serious consequences.

Repairs and conservation costs of items such as glass, blinds, locks, faucets or drains and supply facilities of the leased dwelling shall be borne by the tenant.

Things wear out over time, this means that small reparations required to its maintenance shall concern to you.

9-Works

It is prohibited to carry out works in the dwelling without prior express permission from the landlord.

10- Delivery and return of keys

The tenant acknowledges having received at least two keys to the front door of the leased dwelling, two keys to the entrance door of the property, as well as two keys to the mailbox, and he agrees to return the six keys mentioned above at the end of this contract.

In case of non-return of all the keys, the costs for copy keys, increased by € 50 for management costs, will be discounted from the rental deposit. If it is not possible to copy the key, the total cost of replacing the corresponding door lock will be invoiced.

It is a basic concept; you have to return what you have been given. If you received at least two sets of keys, you must return two sets of keys. Note that the mailbox key is as important as those to the front door and the doorway. Please, do not forget about them.

11-Rental Deposit

The tenant hereby pays a sum of «AmountRentalDeposit» EUROS (€«AmountRentalDeposit») for Rental Deposit.

In no case, the existence of such a deposit may serve as a pretext to delay the payment of the rent and assimilated amounts. This deposit shall be paid to INCASOL, either directly, or through the collective agreements established by the College of Administrators in compliance with the regulations in force.

The contracting parties agree that the deposit, in addition to what is legally established, also covers the eventual payment failure of services and supplies (water, electricity and, if applicable, gas supply), so that the deposit will not be returned under any circumstances if the tenant is not up to date with the payment of the said services and he must authorize the ownership transfer of the service contracts as well.

The landlord shall return the rental deposit within a period not exceeding thirty days from the termination of the contract provided that all the conditions hereupon agreed have been respected.

If the contract is extended beyond its initial term, the landlord may require an annual increase of the rental deposit, in cash, to adjust it to the actual rent amount at that moment.

The rental deposit is transferred to Incasol (Government of Catalonia), either directly or through the agreements legally established. Incasol guarantees the deposit custody. When you will leave the apartment, we will ask Incasol back the deposit and proceed to your reimbursement. You will receive the money within a month, as long as you are up to date with payments, that the apartment is in sound condition and, that all specific conditions such as the walls color, or the ones regarding the service contracts, have been respected.

12-Other obligations of the tenant

The tenant agrees:

-To meet the expenses arising from this contract, such as the Capital Transfer Tax, management and registration costs, administrator's fees, and similar costs as per its eventual extensions.

-To not to have or handle explosive, flammable, uncomfortable or unhealthy materials in the dwelling, and to respect the regulations in force.

-To inform the landlord about the need to carry out repairs to maintain the dwelling in conditions of habitability.

We try to ensure the best conditions. If there is a breakdown, for example, a leak on the water supply line, the sooner you tell us, the sooner we will fix it. If you fail to notify us, damages may increase due to the delay. The cost difference of the damages caused for such a delay will be at your expense. In other words, besides to the discomfort you may experience for the breakdown, it may involve additional costs for you.

-To allow the landlord to access the dwelling, as well as the administrator and the operators sent by either of them, for the accomplishment, inspection and verification of any kind of works or repairs that affect the property. According to the provisions set out in the Right to Housing Act, a calendar shall be arranged to establish such visits twice per year, in order to check the state of the dwelling.

-To not to carry out activities that disturbs the life in community or that are susceptible to damage or endanger the building, as well as not to carry out activities prohibited by the statutes or urban regulations, in accordance with the provisions of article 553-40.1 of the Catalan Civil Code.

Please, bear in mind that you do not live all alone, but within a community, thus, we kindly ask you and the rest of neighbors to be respectful, to avoid making noise during the night time, to avoid dangerous activities, etc.

-To respect the Statutes of the Community, as well as the internal rules approved by the latter, which refer to the community and good neighborliness' relations, in addition to rules on the use of common installations following Articles 553-11 y 553-12 of the Catalan Civil Code.

Sometimes resident's associations may establish regulations of use of its installations. Even though you are not the owner of the apartment, you must comply with them. Tenants are also bind by these specific provisions as users of the property.

-At the end of the contract the apartment must be returned in perfect condition and clean (i.e. clean floors, with particular attention to the kitchen furniture, fume extractor, oven and hob -which must be clean and degreased-) and totally free from any belongings of the tenant.

We can summarize all the above mentioned conditions in a single word: reciprocity. We all must respect the rules. As we will deliver the apartment clean, we expect you will return it clean as well.
We deliver it clean, please, return it clean.

-During the term of the contract, including extensions and tacit renewals, the tenant is compelled to **contract civil liability insurance** at his own expense for the damages that may occur to the leased dwelling.

13- Right of First Refusal and Registration

In accordance with Article 25.8 of the Urban Renting Act, the tenant waives his right to preferential acquisition and, consequently, his first refusal and withdrawal' rights over the leased dwelling in the event that the landlord decides to sell it.

In the event that you are interested on buying the apartment on sale, you may make an offer to the owner but you do not have preference over other potential buyers. The owner is free to decide to whom he sells the apartment.
In any case, please, note that there are legal provisions in place dealing with the sale of leased properties.

In the event of registration of this contract in the land registration, all expenses necessary for its registration and cancellation will be charged to whoever may have requested its registration.

14- Address for notifications

For formal notification purposes in relation to the rights and obligations arising from this contract, the parties expressly designate the administrator's address as the landlord's domicile and the leased dwelling address as the tenant's domicile.

Notwithstanding the provisions of the previous paragraphs and, in order to facilitate communications, the parties provide their email addresses, being that of the administrator comercial@fincassanchogil.com and that of the tenant «Field09»

For formal notifications we will contact you either through postal address of the apartment or through your email.
Either way, You may send notifications to the postal address of our office or through the email specified.

15- Data protection

In accordance with the Data Protection legislation in force, the parties are informed that their personal data will be processed and incorporated in the files owned by Fincas Sancho Gil SL. They shall be used to formalize the present contract, to issue invoices and, if necessary, to perform property management functions. The parties are informed of their rights of access, rectification, cancellation and opposition of their personal data, by sending a written request to Fincas Sancho Gil SL, Buenos Aires Street, n° 46, 2º-1ª, 08036 – Barcelona

Both parties expressly agree to authorize the administrator to transfer the identification data of the tenant to the supply companies, where necessary, and in particular, to carry out the

change of ownership of the service contracts as established on the “Services and Supplies’ clause”.

The administrator may also provide the identification data of the tenant, his address and telephone number to the operators and companies that perform repairs or maintenance on the property.

16- Submitted documentation and applicable legislation

In accordance with the provisions laid down in the Right to Housing Act, the tenant has received the supporting documentation containing the relevant information on the leased property and a copy of the occupancy certificate or equivalent evidence. The tenant declares that the full text of the relevant legal provisions applicable has been put at his disposal for consult, prior to the signature of this contract.

This lease agreement has been agreed upon and negotiated ad hoc by the parties. The contract has been read in its entirety by the parties and in witness thereof, it is signed in duplicate and on a single effect, in the place and date herewith indicated.

The annexed conditions are printed in plain paper and only on the front of the sheets. There have been included a number of pages with photographs showing the state in which the property is leased.

The tenant

The landlord