

## **SHORT TERM RENTAL AGREEMENT**

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Rey Langels Properties Unipessoal Lda, fiscal/VAT no 510646816 (“*Homeowner*”) and the person making the reservation on Homeaway or similar site (“*Guest*”) as of the date last set forth on the signature page of this Agreement or date of confirmation sent from Homeaway and/or Homeowner. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

Travessa do Castelo 19, Alvor, Portimao, Algarve, Portugal

The property is furnished and includes linens, towels and complementary welcoming water/wine.

2. Rental Party: The Guest shall provide a list of all persons in the party. The list shall consist of full names, age and sex.

3. Maximum Occupancy: The maximum number of guests is limited to 12 persons, unless separately agreed with the Homeowner. If the Guest bring more people or other people than in rental party list, Homeowner may cancel the agreement with no further notice. Guest may also become liable.

4. Term of the Lease. The lease begins and ends according to the confirmed reservation sent by email to the Guest from Homeaway or/and the Homeowner.

5. Minimum Stay: This property requires a 7 night minimum stay.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner or his Property Manager access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. Deposit: A deposit of € 500 is due at least 30 days prior to the Check-In Date.

The deposit is for security and shall be refunded within 5 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

***If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner/Property Manager immediately.***

- b. Rental Rate. Payment in full of fees according to Payment request sent to the Guest from Homeaway and/or the Homeowner shall be due within 30 days of the Check-in Date. 50 % of the rental fee is due upon booking.

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the prepaid amount will be refunded as follows:

100 % if cancelled 30 days prior to the Check-in Date

0% if cancelled less than 30 days prior to the Check-in Date

10. Insurance: We encourage all renters to purchase traveler insurance.

11. Payment: Acceptable payment methods are **Home Away Online Payment or Bank Transfer**.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

When using Homeaway’s online booking and payment system, Guest agrees to all terms in this rental agreement without having to sign the document.

Homeowner

Guest:

\_\_\_\_\_

\_\_\_\_\_

Name: Rey Langels  
On behalf of Rey Langels Properties  
Unipessoal Lda.

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone # (during stay):

Phone # (during stay):

+351 969739140

\_\_\_\_\_

**Exhibit A**

**RENTAL RULES**

1. Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order
5. Only use appliances for their intended uses
6. Pets are NOT allowed, unless separately agreed with the Homeowner.
7. Housekeeping: There is no daily housekeeping service. The maid will come twice a week. On Saturdays for normal weekly change cleaning. On Wednesdays to change towels. Linens and bath towels are included in the unit. Daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
8. Kitchen appliances: Please read instructions carefully before use of the kitchen appliances.
9. Hot Tub: No children under the age of 15 permitted in hot tub at any time without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in tub prior to your arrival; therefore, it may not be warm until later that evening or the following day. Guest must always shower before entering the hot tub. A shower is available on the roof top. Absolutely forbidden to enter the hot tub with sun lotion on your body, since it will cause damage to the tubes and filters. **DO NOT STAND ON THE HOT TUB COVER.** Hot tub cover are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.
10. Fireplace: The in-door fireplace is a non-vented Bio Ethanol firebox. Please do not throw any paper or other combustible materials in the fireplace. Guests must buy their own Bio Ethanol. The out-door fireplace/barbecue is mainly to be used for cooking. However, a small log fire is permitted. The roof top gasol barbecue must only be used for cooking.
11. Water and Septic: Connected to the municipal network. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it

is found that feminine products have been flushed and clog the septic system, you could be charged damages. The toilet lids shuts slowly to avoid damages to the toilet seats. DO NOT PRESS DOWN THE LID BY FORCE. It may cause damages to the closing system.

12. Alarm system: The property has an alarm system connected to the Securitas Direct/Verisure alarm central in Lisbon, which will redirect the alarm to the local police. Read instructions carefully should you choose to activate the alarm when not in the property.

13. Parking: The property is located on a narrow street in the heart of Alvor. Parking is possible on the street, but is only on a first come first take principle. Parking is recommended on the free public parking close to the fishermen's harbor 200 meters down the hill.

14. Noise: Guest and all persons in the party must exercise normal caution when it comes to noise, which can interfere with neighbors and passersby.

15. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
  - Any unused portion of rent from a guest currently registered;
  - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
  - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

## **Rental Agreement Checklist**

### **Booking Information**

- Property Address
- Phone Number at Vacation Home
- # of Guests Booked
- Guests Name(s)
- Check-In Time, Date & Day of Week
- Checkout Time, Date & Day of Week
- Rate Change Provisions

### **Payment Instructions**

- Security Deposit Amount
- Total Bill
- Payment Schedule Including Dates
- Balance Due Date
- Payment Methods Accepted
- Cancellation Policy

### **Rental Rules**

- Smoking Policy
- Pet Policy
- Rental Restrictions (Age, Noise, etc.)
- Maximum Occupancy
- Minimum Stays

### **Post-Stay Information**

- Housekeeping Procedure
- Checkout Policy (Keys, Cleaning, etc.)
- Penalty for Late Checkout
- Deposit Refund Policy (incl. deadline)

### **Other**

- Written Exceptions Clause (if renter wishes to alter anything outlined in rental agreement)
- Parking Information
- Inclement Weather Policy
- Use of/Access to Community Amenities
- Homeowner or Property Manager Contact Info