



## ROOM RENTAL AGREEMENT

Madrid, (Date) \_\_\_\_\_

### BY AND BETWEEN

#### PARTIES

Tenant/Lessee (Name) \_\_\_\_\_ of legal age, acting on his/her own behalf, with residence in (Address) \_\_\_\_\_ and Passport/ID number \_\_\_\_\_, shall be referred as RESIDENT.

Subtenant HELPMADRID S.L. with registered domicile in Madrid, Gran Vía, 22d, second floor, acting on behalf of Mr. /Mrs. \_\_\_\_\_, TENANT/LANDLORD/LANGLADY.

### DECLARATION

I. - HELPMADRID, working as an intermediary in the renting of rooms, has signed a sub-lease or term of lease and debt collection with the property owner subject of this contract, for which the Landlord authorizes HelpMadrid to rent per season, the rooms of the property located in \_\_\_\_\_ and the possibility of charging the Lessee the amounts established in this contract and property management.

II. - Mr. /Mrs. \_\_\_\_\_ is interested in signing a lease contract with HelpMadrid to lease the room for the season.

For the foregoing and pursuant to the provisions of Article 1255 of the Civil Code, the parties agree to enter into this contract according to the following,

### CLAUSES

**FIRST-** Object. This Agreement covers the lease of room per season and governed as expressly agreed herein, falling under the LAU and, additionally, by the provisions of the Civil Code. The use of the room will be exclusively for residents, and it is explicitly prohibited to perform any professional, criminal or dangerous activities, parties, or anything outside of regular home activities.

The agreed lease falls on the \_\_\_ Room located in Madrid, whose address is indicated in the Declaration I. The room is furnished with the furniture and related objects in the inventory attached to this Agreement as Annex 1.

The Lessee accepts the right of use in a shared dependency of the common areas simultaneously with the remaining tenants living in the other rooms of the same apartment. Thus, the tenant agrees to share the common areas of the property listed with the other tenants with respect, friendliness, and a high maintenance standard. It is mandatory to keep

the common areas in perfect order and good hygiene, both during the coexistence of tenants, and during the change of new tenants; this being essential for the performance of HelpMadrid. In the event of repeated failure, HelpMadrid reserves the right to penalize of € 20 per person per day of default as many times as necessary, regardless of who is responsible. The lessee agrees to these conditions from this moment forward.

The common areas are furnished with furniture and related objects in the inventory attached to this Agreement in Annex 2.

Delivery by Lessor through HelpMadrid and takeover by the Lessee of the room covered by this lease is performed simultaneously with the execution of this Agreement.

Tenant accepts to have the room and other common areas of the rest of the property rooms whose right of use is granted in perfect condition serving the purpose for which they were intended.

**SECOND-** Duration. Given the legal nature of this contract as a seasonal lease, the term shall last from day \_\_\_\_\_ of \_\_\_\_\_ until day \_\_\_\_\_ of \_\_\_\_\_ both days included.

The duration may be extended up to one year, subject to rate change depending on chosen dates, and reflecting this extension in annexes that will be attached to this contract. The tenant must report their intention to extend at least 30 days in advance indicating the time of extension, and must have the consent of HelpMadrid.

The rate applied for the single use of the room (couple use is under agreement and other fees) is an ANNUAL RATE with a deposit of one month and a half of the price of rent. As this is a rate without any agency fees, in the event that the tenant ends the contract before the agreed period is completed, the tenant will lose the part of the deposit equivalent to one month of rent as a way to compensate HelpMadrid for not charging such a fee in advance, unless the tenant meets all the conditions listed below:

- Inform HelpMadrid in written form the intention of leaving the room with a minimum of 1 month in advance.
- Tenant finds another person willing to take another lease for the room under the same terms and conditions as set out in this Contract
- This new substitute must be approved by HelpMadrid.

The remaining half month of the deposit will be refunded after deducting all the expenses incurred such as water, electricity, telephone, gas and other calls as well as any damage.

The deposit will be returned within 60 days from signing the check-out form, to allow time for supply companies to send the bills, deducting expenses and any damage that had occurred. The lessee agrees from this moment to leave the room clean and in its original condition. Failing to carry out this clause, HelpMadrid shall be empowered to hire cleaning services and charge the tenant an amount of € 30. Also, from this moment there will be a fixed penalty of 30 euros in case of loss and / or break in the handover of the keys during the signing of the check -out and / or during your stay, unless otherwise stated in the room inventory a premium price for the uniqueness of the key.

**THIRD-** Tenancy Fee. The amount for the lease of the room will be \_\_\_\_\_ (\_\_\_\_/\_\_\_\_) per month, Taxes included. The first month of the lease and the deposit shall be paid maximum upon the signing of this contract.

The following months of rent should be paid by the tenant at the HelpMadrid office (Gran Vía, 22d, 2<sup>nd</sup> floor) during the opening hours or by bank transfer, from the 1<sup>st</sup> to the 5<sup>th</sup> of each month. It is the responsibility of the tenant in the event of bank transfer from abroad to calculate the days of delay of the operation so the payment of the rent is received by the

LANDLORD before the 5th of each month. Such fees are payable for each complete month, although the tenant leaves the room before the end of the month; Notwithstanding that the tenant finds a replacement for the days of the month that doesn't use the room and always with the approval of HelpMadrid, in which case the amount proportional to these days will be returned with the security deposit in the corresponding period.

Only during the last month of stay of the tenant if the tenant desist before the agreed period of termination, and provided notice is given at least 30 days in advance, HelpMadrid authorizes the tenant to pay the corresponding subscription income per fortnight. That is, if the departure takes up the 15th of the month, the tenant may pay half of the agreed rent, for departures from the 16th month onwards, will incur the entire month.

If the tenant does not abide the rental fees deadline, the delay will constitute automatic default by the tenant, without questioning and entitles a penalty of 20€ per each day of delay. Also, if the tenant does not make the payment of the owed amount plus the penalties, the owner or HelpMadrid, without judicial authorization may collect all possessions of the tenant and may prevent the re-entry of the tenant onto the property.

At the end of the contract if the tenant does not leave the room voluntarily, the Owner or HelpMadrid may decide between paying 30 euros per day of delay or, without judicial authorization, collect all the belongings of the tenant and prevent the entry to the property.

The TENANT agrees from this point forward, in breach of all economic obligations of this contract, including personal data of international delinquent files and any type of digital platforms, Internet or police databases, both in Spain and abroad, and is cognizant that HelpMadrid will process the unpaid legal form internationally. A tenant may exercise their right to delete any data from these lists after making the payments of expenses and possible compensations.

**FOURTH-** Deposit. The Lessee hereby delivers a deposit to HelpMadrid the amount of \_\_\_\_\_ euros, equivalent to the amount of one and half month rent, set for the previously detailed room in the Second Clause, giving HelpMadrid the strongest payment letter.

The mentioned deposit is set to guarantee the commitment of all obligations assumed by Lessee under this Agreement and to that end may be applied. The existence of the deposit will never serve as a pretext for delaying payment of the room or any of the quantities that the Lessee has assumed nor will in any case serve as compensation payment from the last month.

**FIFTH-** Condition and use of the apartment. The TENANT reports receiving the room leased in perfect condition and habitability, pledging to keep it in perfect condition and agrees to leave the apartment in the same condition as received. The tenant has 72 hours from the date of issuance of the contract to communicate any damage found in the apartment, update HelpMadrid on new inventory, and have it fixed it if necessary. After this time, any damage to furniture, fittings and floor objects are borne by the tenant.

The TENANT will use the room and common areas exclusively as his/her residence, and will not be permitted to sublet or assign the room to others, or designate it as commercial use to other parties. Any type of collective event from 23.00 is expressly prohibited and shall constitute a penalty which may go to the loss of the whole deposit, and the immediate termination of the contract, which would entail the abandonment of the room and the payment of any debt, without prejudice to claim other damages for the inconvenience caused.

In case of visits THE TENANT agrees to communicate to HelpMadrid, and if those visits are approved and go overnight, they must do so exclusively on the tenant's room.

Under no circumstances can other rooms or common areas be used for overnight stays; always being banned permits for people evicted by HelpMadrid from this property or another. Breach of this rule will lead to the loss of the full warranty and the termination of the contract immediately.

The maximum capacity of the floor is 5 additional people to the number of tenants in the flat. The presence of more people than indicated here during night hours shall be considered party, whatever it might be: meeting, food, visits or others.

## **SIXTH- SERVICES, SUPPLIES AND EXPENSES**

### **6.1. Supplies**

HelpMadrid will arrange with the respective companies the supplies that will equip the rooms. The lessee is not allowed to contract any service, unless he/she has been authorized by HelpMadrid.

HelpMadrid is not responsible for possible problems in the services and supplies of each property provided by third parties, and its potential failures cannot be used as an excuse for delay or default of any of the duties undertaken by the Tenant in this contract.

### **6.2 Expenses paid by the Tenant**

The tenant pays the utilities derived from the use of the flat. The amount corresponds to the calculated pro rate among the tenants of the property and should be paid by the Tenant directly to HELPMADRID within ten (10) days from the presentation of receipts via email and/or in the website.

It is agreed that the following costs are not included in the rent and run only and exclusively by the Tenant:

- Expenses related to the consumption of the following supplies of the apartment: electricity, cleaning, telephone, water, gas, alarm service, garbage fee, etc. which are not specifically reported in section 6.3.
- Replacements, reparations and restorations necessary for the maintenance of the property, except the normal wear and tear over time after good use, cleaning and good hygiene conditions. Lost and broken keys will always be the responsibility of the tenant and should be paid for as other repairs, recovering the next installment.
- The purchase and replacement of tools and cleaning products are the responsibility of the tenant. In case there are some or all missing, the corresponding cleaning service could be canceled.

### **6.3 Expenses paid by the Lessor**

For its part, borne by the Lessor the following expenses:

- Internet
- The cleaning of common areas once a week depending on the number of rooms in the flat, a weekly hour to 7 bedrooms and two hours a week for more than 7 rooms. Potential additional hours may be arranged with prior notice for an additional charge. Cleaning supplies not included.
- Other taxes, contributions and state excise taxes levied on the ownership of the premises, in particular the Property Tax (IBI), or taxes that may replace it in the future.

## 6.4 Maintenance

Basic maintenance is the responsibility of the tenant (replacing light bulbs, pipe jams, lock arrangement, etc.). HelpMadrid offers this service (depending on availability of equipment maintenance) charging a fixed amount of 30 euros (not including necessary equipment) if the tenant requests it.

## **SEVENTH- CONSTRUCTIONS AND RENOVATIONS**

The Lessee is explicitly not allowed to carry out constructions and renovations, or to change the room facilities leased or the common areas for which is granted the right to use without written notice by the landlord or authorized agent.

At the end of the tenant's contract, HelpMadrid may deduct from the deposit paid the amount necessary to replace missing items or damage caused to the flat or its furnishings. In the case the damage is uncertain, all tenants of the property are jointly liable with their respective deposits of warranty in proportion, without prejudice of any action against the person responsible for the damage.

Lessee agrees to return the room, once the contract is over, in the same condition in which it was delivered.

## **EIGHTH- COMMUNITY RULES AND BEHAVIOR**

The TENANT should comply to obey the rules and regulations for the proper functioning of the property established by the Neighborhood Community, and other rules of good practice, including the prohibition of pets and of smoking in the commons areas of the apartment.

The TENANT will respect the decoration of the house, and will not be able to introduce other furniture into the house unless authorized. Also the tenant should not nail or paste anything on the walls of the house, unless expressed authorization has been previously granted.

The TENANT accepts the house rules that other tenants in the flat may have decided by majority, such as distribution of housework, taking out the garbage during the permitted hours and conditions set by the community, collecting the mail, etc., and keeping habits to avoid disturbing other tenants. The events that could jeopardize the good relations with the neighborhood must be authorized by the landlord or agent. The TENANT also undertakes to go up and down stairs without causing scandal, and not sitting on the steps nor using the common areas as an extension of the home, avoiding gatherings and meetings.

THE TENANT must respect the ordinances of protection against noise and thermal pollution of the Community of Madrid, which specifies that from 23:00h nobody can perform any activity that causes noise and bothers the neighbors or other tenants of the flat. The breach of this clause may lead to the finalization of the contract under Article 27.2 of the LAU with the corresponding penalties specified in the contract.

## **NINTH- RESPONSIBILITIES**

The LESSOR will demand a compensation for any damage caused to the structure or decoration by the TENANT or guests, intentionally or negligently, as well as any person who may access the flat during the contract with permission.

The Lessee is responsible and liable for compensation and / or reparation for any damage that originates in the content, decoration or structure of the property, caused during the term of this contract.

Neither Landlord nor HelpMadrid will take responsibility for robbery, theft or damage caused to the Property by Tenant or third parties.

## **TENTH- RESOLUTION**

In addition to the causes for termination provided this contract in Article 35 of the LAU, are also grounds for that conducting damage caused intentionally in room or in public areas, constructions without permission of the Lessor and the failure by either party of any of the obligations resulting therefrom.

They are causes of termination of this contract, in addition to those provided in the civil code, conducting damages caused fraudulently in the room or in public areas, works without consent of HelpMadrid and the failure by either party of any of the obligations resulting therefrom.

The Landlord or the Trustee may terminate the contract unilaterally immediately if the rules are not followed in the flat or if there are troubles between tenants or with the neighborhood; also the contract will come to an end if there is a situation of non-payment of any of the amounts required, or if there is any breach of the terms of the Contract (i.e. throwing parties without consent, etc.). In case of expulsion of the housing for the reasons described in this contract, the deposit and the rest of the month paid in advance will not be returned. In case of unilateral termination of contract by HelpMadrid, the signing of the Check Out form by the tenant will not be necessary.

Termination of this contract will not be effective until a check out form is signed by a representative of HelpMadrid and the TENANT, confirming the compliance of the contract conditions.

## **ELEVENTH- GENERAL PROVISIONS**

### **11.1 Modifications**

Modifications of any term of this contract will not be effective or binding unless made in writing and are signed by the parties.

### **11.2 Notifications**

All notices and communications hereunder shall be in writing to the addresses listed in the heading of this contract or the email provided by the tenant.

### **11.3 Severability**

If one or more provisions contained in this Agreement is deemed invalid or unenforceable in any jurisdiction, the validity and enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired, and the invalid or unenforceable provision will be interpreted and applied so as to produce the most similar possible economic effect intended by the parties.

To the maximum extent permitted by Law, the parties waive any and all provisions of the applicable law so that the contract is enforceable according to its terms.

### **11.4 Exhaustiveness**

This contract constitutes the entire agreement between the parties regarding the subject matter thereof and supersedes any other understandings or agreements made before, whether oral or written, between the parties concerning the object.

### 11.5 Governing Law

Unless expressly stated otherwise, this contract and all contracts or business of any kind could be held in the execution thereof, shall be governed in accordance with Spanish law. The parties submit to the jurisdiction of the courts of the city of Madrid (Spain).

By virtue whereof, the parties have signed this Agreement and the two (2) copies with the place and date first above written.

**HELMADRID S.L.**

**THE TENANT**