

# Rent Contract for a Holiday House

between

Lessor: \_\_\_\_\_ and Lessee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## § 1 – Rent Object:

furnished holiday apartment/house in: \_\_\_\_\_

consisting of \_\_\_ rooms  
suitable for \_\_\_ Persons  
and \_\_\_ pets

## § 2 – Duration of Rental:

the renting period will be from \_\_\_\_\_ to \_\_\_\_\_ .  
This implies \_\_\_ overnight stays.

## § 3 – Rent :

EURO \_\_\_\_\_ per Day / Week  
EURO \_\_\_\_\_ total

The price includes all costs for water, electricity, use of bed linen and towels.

## § 4 – Payments, Schedules, Withdrawals from the Contract

Advance Payment: 25% – immediately after receipt of the bill  
Final Payment: 75% – 4 weeks before the renting period  
Deposit: 400 Euro

The Advance Payment is 25% of the total costs and is due when booking. For receipt of rent contract is the legally binding booking confirmation .

When reserving by telephone the Lessor will give a fixed option of 14 days until he receives the rent contract and the advance payment. After this period the reservation will lapse automatically.

The advance payment will be subtracted from the total costs of the rent. The final payment (including the deposit) is due 4 weeks prior to the renting period without further notice.

In the case that the final payment is not made within this time this is seen as withdrawal from the rent contract and the advance payment made by the lessee will be kept as a withdrawal fee.

The booked period of rent will then be offered again within two working days.

Thus, we kindly ask you to comply with these periods!

## § 5 – Payment in case of a short term booking:

In case of a booking up to 6 weeks prior to the renting period the full amount (including the deposit) is due immediately after receipt of the rent contract by the lessee.

All bank fees will be paid by the lessee.

## § 6 – Deposit:

It is necessary to transfer a deposit of EUR 400 along with the final payment (= min. 4 weeks prior to the renting period) to the lessor's bank account (No cheque payments!)

After the lessee's departure and an inspection of the house/apartment this deposit will be refunded to the lessee, provided that no damages have been found at or in the house. The refunding will take place after appr. 4 weeks, but latest after the lessor receives the telephone bill of the property for the rent period .

In case of an offence against the rent conditions there will be a set-off against the deposit.

## § 7 – Withdrawal from the contract by the lessee

In the case where the lessee has to withdraw from the booking this has to be in written form.

The lessor will endeavour to find a suitable replacement, only if he has been entitled to do so in written form by the lessee.

In the case that the lessee wants to find a replacement himself the booking has to be rewritten and a new rent contract has to be produced, both of which can only be done by the lessor.

If either of these cases leads to a successful renting the withdrawal fee agreed upon by this contract (see table below) reduces to EUR 50 plus advertising costs if existing.

In the case that no replacement is found the renting price to be paid by the lessee (or refunded by the lessor in case of a full advance payment) is as follows :

- Cancellation up to 75 days prior to the renting period: the full advance payment
- Cancellation between 74 and 45 days prior to the renting period: 50% of the renting price
- Cancellation between 44 and 30 days prior to the renting period: 80% of the renting price
- Cancellation equal to or less than 29 days prior to the renting period: 90% of the renting price

In the case where, for unforeseen circumstances, the lessor has to withdraw from the booking, twelve weeks written notice will be given & every effort will be made to find a suitable alternative house at a similar rent. In any event a full refund of all payments will be made at the same time as the written notice.

A withdrawal from the rent contract is only valid in written form!

Relevant is the day of receipt of the written withdrawal by the lessor.

## § 8 – Insurance:

The rent does not include an insurance against withdrawal from the rent contract.

We recommend to the lessee to take out such an insurance.

The lessor is not liable for disturbance of the lessee's holidays through force majeure (war, insufficient petrol supply, epidemics, floods, black tide, fire, earthquakes, terrorist attacks et.al.)

In this case additional costs emerging are to be paid by the lessee.

In the case that the lessor is not able to let the house due to force majeure or other circumstances that the lessor has no influence on the lessee will be able to withdraw from the contract and to be refunded with all payments made. In this case the lessee will waive any further right of recovery against the lessor.

## § 9 – Liability:

The lessee is liable for damages that he or accompanying persons or visitors in or at the lessor's house. The lessor is not liable for instances which are in the responsibility of the lessee or persons accompanying the lessee.

## § 10 – Arrival and Departure:

For organizational reasons the departure must take place before 11 a.m. The arrival is not possible before 4 a.m.

For organizational reasons. Handing of the keys will take place at the house.

## § 11 – Number of persons, pets:

The house may be occupied with only the number of persons agreed upon in the rent contract.

The lessor is entitled to have all persons or pets that are not listed in the contract evicted by his personnel.

Further necessary claims resulting of such unlawful behaviour of the lessee may be taken by the lessor.

It is absolutely necessary to previously agree upon bringing pets in to the house!

§ 12 – Material Damage, Warranty, Announcement of Deficiencies:

The lessee is obliged to look after the house and its interior with care and also advise his guests and accompanying persons to do so. Noncompliance with this term can lead to loss of the complete deposit and/or the immediate eviction from the house.

Due to special circumstances in Greece we advise you not to throw items (including toilet papers) into the toilet which may lead to blocking of the sewage system.

The lessor preserves the right of further claims. Damages existing upon arrival of the lessee must be immediately announced to the lessor who will then immediately take action.

Claims resulting from non advice of damages are not possible.

§ 13 – Place of Jurisdiction:

For disputes resulting from this contract the place of jurisdiction is the location of the house. For this contract greek legislation is relevant.

Important:

This contract is valid only after it has been signed, is in the possession of the lessor, and all agreed payments have been made. If this is not the case the lessors has the right to otherwise rent the house without further notice nor liability to the lessee.

Printed twice and signed by both parties.

Date/Signature: \_\_\_\_\_  
Lessor

Date/Signature: \_\_\_\_\_  
Lessee