

SEASONAL ROOM LEASE AGREEMENT
(Contrato de Arrendamiento de Habitación por Temporada)

IN PUERTO DE LA CRUZ, ON _____ OF _____ OF 20_____

GATHERED

ON THE ONE HAND (THE LANDLORD):

Mr. *LEYBER CEDEÑO ALEJANDRO ÁLVAREZ*, adult, with ID number 04728727L and domiciled at Calle Julio Romero Torres 6, San Nicolas, 38400, Puerto de La Cruz, Santa Cruz de Tenerife.

ON THE OTHER HAND (THE TENANT):

Mr./Ms. _____, adult, with ID number _____, whose identification details are attached.

INTERVENE

Both parties recognize each other's full legal capacity to execute this act and,

STATE

FIRST.- PROPERTY OWNERSHIP: That Mr. Leyber Alejandro Cedeño Álvarez is the owner of the *residence* located at Calle Julio Romero Torres 6, San Nicolás, 38400, Puerto de La Cruz, Santa Cruz de Tenerife.

SECOND.- OBJECT: Both parties agree to lease the furnished room identified as _____ within the aforementioned *house*. The Tenant is granted consent to use the common areas of the house (kitchen, living room, coworking spaces, garden, and laundry area) jointly with the other residents.

THIRD.- NATURE OF THE CONTRACT (NON-TOURIST):

The Tenant expressly declares that this lease is for a *seasonal stay* motivated by (please check one or more):

☐ Remote Work ☐ Study / Training ☐ Transitory Personal Needs
☐ Other: _____

The Tenant declares that this contract does not constitute their habitual permanent residence, nor is it a vacation or lodging rental. The parties expressly agree that this contract is excluded from the scope of the Tourism Regulations, as no professional tourist services are provided. It is governed by the Civil Code (Article 1554 and concordant provisions).

CLAUSES

FIRST.- DURATION

The lease is agreed for the specific seasonal period starting on _____ and ending on _____.

Once the term has elapsed, the Tenant must vacate the entire room and place it at the disposal of the Landlord in good condition.

SECOND.- PRICE, PAYMENT, AND SUPPLIES

The total seasonal rent agreed upon by both parties is _____ €.

1. *Payment Terms:* The rental amount must be *paid in full prior to the Tenant's arrival* to formalize the tenancy.
2. *Inclusions:* This price includes the use of the room, common areas, coworking furniture, and the costs for *Essential Supplies* (electricity, water, and high-speed Internet).
3. *Maintenance:* The fee includes the cost for the *Maintenance and Professional Conservation of the Common Areas* (periodic cleaning of common areas, gardening, and jacuzzi maintenance).

THIRD.- CANCELLATION POLICY

1. If the future Tenant cancels *more than 30 days* prior to the move-in date, the Landlord will return the full amount paid.
2. If the future Tenant cancels *less than 30 days* prior to the move-in date, the Landlord will retain the full amount paid as compensation.
3. Changes of dates or conditions are not allowed.

FOURTH.- TENANT'S OBLIGATIONS

The Tenant shall submit to the rules of property and community and agrees to:

1. Keep the room in good condition.
2. Notify the owner promptly of any damage or breakdown.
3. Respect coexistence and not cause inconvenience to neighbors and tenants.
4. *Quiet Hours:* Respect quiet hours from 12 am to 7 am from Monday to Friday.
5. Not make any copy of the keys.
6. *Use of Facilities:* The spa area/jacuzzi may be used between 8:00 and 23:00. The consumption of food and beverages, as well as smoking, is prohibited while using the spa.

FIFTH.- OCCUPANCY

The room is rented to a maximum of _____ people. The Tenant agrees not to exceed this number without express authorization.

SIXTH.- ASSIGNMENT AND SUBLEASE

The sublease, total or partial, as well as the transfer of the rented room by the Tenant, is strictly prohibited. Failure to comply will be cause for termination.

SEVENTH.- EARLY TERMINATION

If the Tenant unilaterally cancels the contract, they will not be able to request a refund of the amounts already paid. If the Landlord cancels for reasons other than the Tenant's breach, the Landlord must reimburse the remaining rent already paid.

EIGHTH.- EXCLUSION OF HOTEL SERVICES

The Landlord does not provide services typical of the hotel industry. Specifically:

- * The Tenant is responsible for the washing and changing of their own bed linen and towels during the stay.
- * The Landlord will not clean the inside of the private room during the stay.
- * *No Professional Tourist Services or Entertainment:* While residents often voluntarily organize shared activities (such as dinners, outings, or social gatherings) to foster a community environment, *the Landlord assumes no responsibility or obligation to organize, supervise, or provide entertainment.* Participation is voluntary and strictly outside the scope of this rental contract.
- * *Local Information:* Any local recommendations shared by the Landlord are provided on a personal and friendly basis and do not constitute a professional service.

NINTH.- BREACH OF OBLIGATIONS

Violation of any clause by the Tenant will be considered cause for rescission and eviction.

TENTH.- APPLICABLE LEGISLATION

The parties submit to the jurisdiction and competence of the courts and tribunals where the rented residence is located, applying the Civil Code.

Having read this document, both parties sign it in duplicate in the place and date indicated above.

SIGNATURE LANDLORD

SIGNATURE LESSEE

(Leyber Cedeño Alejandro Álvarez)
