

TRANSLATION ONLY FOR INFORMATION USE. LEGAL TEXT IS THE SPANISH VERSION.

## **ROOM RENTAL AGREEMENT WITH SPECIAL CONDITIONS OF USE, SUPPLEMENTARY TO THE RENTAL AGREEMENT**

In DIRECCION DEL PISO, FECHA DE FIRMA

### **The agreement is entered into by and between**

Francisco Javier Garcia Lopez, with ID 51446545F acting as an administrator of Wellcome Madrid Experiences, S.L. with address in Calle Gran Vía 51, 4º izquierda, 28013 Madrid and with CIF number B-874345731

And NOMBRE Y APELLIDOS, with nationality: PAIS and document: TIPO DEL DOCUMENTO N°: NUMERO DEL DOCUMENTO, FECHA DE EXPEDICION address: DIRECCION DEL DNI.

Both parties, in their own name and rights, with sufficient capacity in the awarding of this agreement, by virtue of which:

### **WHEREAS**

I.- Wellcome Madrid Experiences, S.L., from now on, "the leasing party" is empowered by the property for the rental of the room located in DIRECCION DEL PISO, COGIDO DE LA HABITACIÓN.

II. - That NOMBRE Y APELLIDOS, (from now on "the lessee") wishes to rent the before described room, giving also access to the common areas (like kitchen, bathroom) always subject to the terms and conditions of use which the lessee is aware of.

III. - To that end, both parties draw up an urban rental agreement, different to the room rental agreement, based on:

### **PROVISIONS**

**FIRST:** The regular address of the lessee is the one that figures in the explanatory part of the contract and by under no circumstances can the address of this contract be set as permanent address. The room rental agreement, not being submitted to the Urban Leasing Law, will be regulated firstly by the agreement of the parties, and otherwise, by the rules of the Civil Code in matters of rentals (articles 1554 and following of the Civil Code).

Wellcome Madrid Experiences, S.L., gives up the use of the room described to NOMBRE Y APELLIDOS with right to use the common areas and receiving the services of water and electricity with an economic limit, internet, weekly cleaning of common areas and both pre-emptive and corrective maintenance.

NOMBRE Y APELLIDOS assumes the compliance of the rules that are set in the "SPECIAL CONDITIONS OF USE SUPPLEMENTARY TO THE RENTAL AGREEMENT" and in consequence, the lessee knows, accepts and assumes in whole, and commits to abide by them.

**SECOND:** The validity of this contract is from FECHA INICIO CONTRATO to FECHA FIN DEL CONTRATO.. Attached ANEXO I with the payments to be done by the tenant.

**THIRD:** Payments must be done before the 5th day of each month through the "Tenant portal" looking for "PAGOS" or a wire transfer, sending the proof of payment through the "Tenant portal".

Bank: Santander

Account Holder: Wellcome Madrid Experiences SL - B87435731

Swift: BSCHEMXXXX

Account Number: ES88 0049 2865 11 2214292740

Arrendador: Wellcome Madrid Experiences SL	Arrendataria: <u>NOMBRE Y APELLIDOS</u>

The light, water, gas and rest of supplies of which the room and apartment is provided with, are chargeable to the lessee. A limit of supplies cost per room and month is established, Madrid and Barcelona 55 euros and Valencia 40 euros, already included in the monthly rent. Without prejudice to the fact that in its day, when the lessor has the final expenses and consumption in her possession, the excess is passed on to the tenants. Express mention is made to the fact that the disruption of the services and supplies will never be an excuse to not pay rent, without this incident generating any responsibility for "Wellcome Madrid Experiences, S.L."

**FOURTH.-** The lessee declares to know the characteristics, furniture and services included, and as a guarantee, a deposit is constituted in power of the lessor, for the amount indicated in ANEXO I that will be reimbursed once the rental agreement ends, excepting any responsibility that may be chargeable to the lessee. The deposit reimbursement will be through a wire transfer within 6 weeks, once the real invoices for the supplies are received.

**FIFTH.-** The present contract will be terminated, with no need to prior notice on the day of the rental agreement's expiration (see special conditions).

**SIXTH.-** The SPECIAL CONDITIONS OF USE THAT ARE SUPPLEMENTARY TO THE RENTAL AGREEMENT, as well as the appendix, form part of the present contract.

As proof of the agreement with all of the above, both parties sign the present document, in all its pages and appendix, as well as the SPECIAL CONDITIONS OF USE THAT ARE SUPPLEMENTARY TO THE RENTAL AGREEMENT, in duplicate, in the place and date expressed above.

Arrendador: Wellcome Madrid Experiences SL	Arrendataria: <b><u>NOMBRE Y APELLIDOS</u></b>

# SPECIAL CONDITIONS OF USE, SUPPLEMENTARY TO THE RENTAL AGREEMENT

## CLAUSES

### OBLIGATIONS BY Wellcome MADRID EXPERIENCES

- To provide a set of keys to the apartment.
- At the time of the handover, the apartment has to keep with the quality and furniture standards, as well as those agreed on the sale.
- If Wellcome Madrid Experiences SL. loses the management of the apartment, Wellcome Madrid Experiences SL commits to relocate the lessee, under availability, in a room of similar characteristics, or give a calendar month to leave the apartment, in which case, the lessee will have the right to receive the deposit within 6 weeks.

### OBLIGATIONS BY THE LESSEE

An express statement is made above in which, even if the present contract has the nature and character of a rental agreement, for the special conditions and rules are express and voluntarily agreed upon, both parties decide that the rental agreement adjusts to this set of rules:

- To pay the deposit and rest of the pending amounts before to collect the keys.
- To take care of the commissions required for wire transfers.
- Indispensable to confirm the arrival day and time through the "Tenant Portal" and to attach a copy of the ID or passport, also to bring the same ID or passport to the collection office.
- The time of check-in is between 3PM and 5:30 PM from Monday to Friday (excepting public holidays).
- In the event of changing the lock to the room, the lessee will have to deliver a copy of the key to Wellcome Madrid Experiences S.L., within a maximum period of 2 days from the date of the change.
- No refund will be made in the event that the lessee checks-out of the room before the contract expiration date. Wellcome Madrid Experiences S.L. reserves the right to claim the tenant all amounts pending payment according to this contract.
- Respect the apartment's decoration. Don't put furniture in the room, don't change it between rooms. Don't nail or stick objects to the walls.
- To not have animals in the apartment.
- Don't enter with weapons, don't consume any kind of illegal substances, and don't abuse alcoholic beverages.
- To maintain the common areas of the house and room in a reasonable order and cleanliness. The cleaning service offered by Wellcome Madrid Experiences is a maintenance clean, being the lessee responsible to clean kitchen stuff, keep the flat clean daily and take out the rubbish.
- To facilitate access to the apartment to authorized Wellcome Madrid Experiences S.L. staff, at any given time during the contract as well as give access to the room 30 days before the contract's expiration date for commercial visits, with prior notice through the given email address.

### CHECK-OUT

The obligations from the lessee at the time of check-out are as follow:

- Mandatory use the "Tenant Portal" to report the day and time of move out.
- To leave the room clean and in good condition.
- To leave the set of keys inside the post-box installed inside the apartment (never in the building's post-box).
- To leave the room before 11AM.

### REASONS FOR PENALTY

The lessee acknowledges and accepts the ability of the lessor to establish and apply the following sanctions:

- For payment delays in the monthly payments, a charge of 15€ per day will be applied after 5th of the current month. Landlord has the right to claim to discount this penalty from the deposit or demand them at any time.
- For overnight stays of people outside the contract, a payment of 70€ per night must be made.

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- If something breaks, the lessee must replace or fix it. If it happens in a common area and the originator is not identified, all the lessees will answer mutually.
- If during the check-out, the room is not in reasonable cleaning and order conditions, a sanction of 50€ will be deducted.
- If after your departure the room is not in the same condition that the keys were taken, there is some damage or fault, Wellcome Madrid reserves the right to apply penalties for the damages or elements missed.
- You will have to leave the room on the check-out date and notify Wellcome Madrid Experiences SL if there were any changes.
- Smoking is totally forbidden and it can be a motive for eviction. Will be penalized with 150€.
- In the event of theft, loss or forget the keys, please notice us through the "Tenant portal". Wellcome Madrid Experiences SL will change the keys during office hours from Monday to Friday (excepting public holidays) from 09.00hrs to 16.00 hrs. Will apply a penalty of 150 €. Out of the office hours the tenant only is allowed to hire third parties to open the door and assume the cost.
- To repeatedly have lack of hygiene, always taking into account that the weekly cleaning services don't include furniture cleaning, picking up your things, or taking out the rubbish, can be sanctioned up to the discretion of Wellcome Madrid Experiences SL, ranging from 50€ if you don't take the rubbish out on a daily basis, to greater penalties, such as eviction, losing all right to the reimbursement of the deposit.
- In the event of infraction, Wellcome Madrid Experiences SL, under its own discretion, will have the right to evict the lessee from the room, losing the right to claim the deposit. Or to sanction economically as many sanctions as have occurred.
- The entry of animals into the apartment is strictly prohibited. You will be penalized with 400€ in case of breach of this rule.
- This contract expressly prohibits subletting, cannot be carried out under penalty of nullity and termination of the contract.

### **MOTIVES FOR AUTOMATIC EXPULSION**

The lessee acknowledges and accepts the ability of the lessor to evict the lessee in the following scenarios:

- Failing to meet the rental payment deadline (day 5 of the current month), Wellcome Madrid Experiences S.L. has the right to, without judicial authorization, prevent the lessee from entering the apartment and to collect all the belongings and deposit them in the office, giving the lessee a period of 5 days to pick them up, having previously paid the owed debt.
- Organize parties or meetings that disturb the normal rest hours of the rest of tenants or residents. Any complaint or notice to the Police from the residents is the motive for expulsion.
- In the event that the lessee breaches gravely or repeatedly the obligations mentioned in this agreement, incurs in criminal liability by serious crime or misdemeanor (both inside and outside the apartment), or lacks of a residence permit, the agreement will therefore be dissolved. The lessee will have to leave the apartment at any given day and time, without any rights to claim the deposit or any already paid rental fee. Equally, the same necessary measures will be taken, with equal consequences, if the police services are required for assistance in the apartment, caused by incidents from the tenant. In the event of notification of the expulsion, a deadline of one week will be given for the tenant to leave the apartment. After this time, and not having left the property, the tenant will give the landlord access to the property, being able to pick up all the tenant's belongings and store them elsewhere. The lessee will be able to retrieve them once the keys are handed over to the lessor. This process will be documented graphically. After this event, Wellcome Madrid Experiences SL will be able to sue the tenant for damages against the company's image, costs incurred from the eviction, loss of profit, and as many setbacks as the company might have suffered, with an amount up to 12,000€.
- In the event of termination for breach of contract or non-compliance of the agreed residence period, neither the deposit nor the rest of the month paid upfront will be refunded.

### **OUTSIDE THE COMPANY**

- It is the obligation of every tenant to act within our facilities with care and take the relevant security measures.
- All belongings or valuables must be stored and cared with due care and attention by our customers. Wellcome Madrid Experiences SL will not be responsible for the losses or damages suffered by the belongings that due to carelessness or misuse suffer the same.
- It is the duty of every client to report immediately to Wellcome Madrid Experiences SL, any damage to the

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property and the articles provided by our company for its use and enjoyment, thus avoiding damages to third parties. The company is not responsible for the use of damaged items or facilities, which have not been reported for review and repair.

### **RECOMENDATIONS**

- Leave the room closed, since neither the owner of the house nor Wellcome Madrid Experiences S.L., respond for theft or damage to the property deposited in the apartment by the tenants.
- Use supplies responsibly to avoid additional / excessive expenses

### **METHODS OF PAYMENT AND COSTS**

- Payments made with a card must be done through the "Tenant portal".
- Wire transfer: no banking transaction costs will be applied for national accounts. For international accounts, Wellcome Madrid Experiences SL will claim the payment of said fees to the client.
- In cash: For cash payments, an extra charge of 15€ will be added.

### **DEPOSIT REIMBURSEMENT**

- Bank details must be reported by the "Tenant portal". Wellcome Madrid Experiences SL will not be held responsible in case of mistake when facilitating the details.
- Wellcome Madrid Experiences SL reserves the right to regularize the penalties generated during the contract, applying them in your deposit or demand for them at any moment.
- The deposit will be reimbursed within 6 weeks once the real supplies invoices are received. The banking transference costs will be chargeable to the lessee. Bank transfers to national accounts generally do not entail costs, however, transfers to non-national accounts entail costs that may vary depending on the country and will be accrued to the lessee. Wellcome Madrid Experiences SL will apply a cleaning fee of 50 euros + VAT for reservations in Madrid and Barcelona when leaving the room that will be deducted from the amount of the deposit to be returned.
- If the apartment is left before the contract's expiration, the lessee will have no right to claim the reimbursement of the deposit. Wellcome Madrid Experiences S.L. reserves the right to claim the tenant all amounts pending payment according to this contract.
- The deposit cannot be imputed to the payment of rent or any other concept nor will it justify any delay in the payments to be made.

### **FOR ALL THE AFOREMENTIONED**

Both parties, in their own name and rights, with sufficient capacity in the awarding of this agreement, by virtue of which: Having both parties read the present agreement, and in accordance with its content, sign in duplicate in all the pages in the place and date expressed above.

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## **ANEXO I – PAYMENT DETAILS**

<b>DEADLINE PAYMENTS</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>

Accountable: Wellcome Madrid Experiences S.L Purpose: Provide with products or supply with requested services and carry out the accounting, fiscal and administrative management, as well as send commercial communications about our products and/or services and conduct guest satisfaction surveys. Legitimization: Contract execution. Legitimate interest of the responsible party. Addressee: No data will be ceded to third parties, with the exception of legal requirements, or under the request of the client of services unaffiliated to Wellcome Madrid Experiences S.L, such as: vehicle rentals, tours, restaurants, etc. Rights: You have right to access, rectify and suppress the data, as well as other rights, together with a copy of your ID to our email address: info@thegyliving.com Provenance: the concerned individual. Additional information: You can consult additional information about the Protection of Personal Data in our website: www.thegyliving.com notwithstanding the above, please read and mark the following consents: (YES) I wish to be forwarded calls and for third parties to be able to ask for me during my stay in the room. (YES) I authorize the transfer of my personal data to third parties for the management of external services, such as vehicle rental, excursions, restaurants, etc.

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