**LEASE CONTRACT FOR RESIDENTIAL**

**TOURISTIC PURPOSE OF A TRANSITORY NATURE**

With this contract Mrs Anke Hinke, born in Erlabrunn (Germany) on May 17, 1968, hereafter

called the LESSOR, rents the rental property (described below) for the period

 mentioned below to the TENANT mentioned below:

**Name of Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Nationality : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place of birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ID/Passport No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Issue date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place of issue \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Residential Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Hereinafter referred to as ‘TENANT’

**TERMS OF THE LEASE**

**This contract is conditional upon full payment in terms of clause 3 being received on or before the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Should this condition not be met, this contract is null and void.**

**1 RENTAL PROPERTY AND KEYS**

**(1)** The LESSOR rents the below mentioned property (hereinafter referred to as RENTAL PROPERTY’) to the TENANT for the duration mentioned below in clause 2 (1).

**(2)** The RENTAL PROPERTY is depicted below:

**- RENTAL PROPERTY:** Single-storey house consisting of 2 bedrooms, 2 bathrooms, living room, kitchen, boiler room, laundry room, pool, barbecue area and 1 bungalow with bathroom. Located on: Rosal 101, Col. Rancho Cortés, Cuernavaca, Morelos.

**(3)** The maximum number of people (including children) permitted in terms of this lease contract are 8 people in RENTAL PROPERTY.

**(4)** The rental propertY is fully equipped and furnished and linen and towels are provided.

**(5)** The TENANT confirms having received the house and gate keys, as well as the remote control of the gate for RENTAL PROPERTY, which shall be returned at the end of the rental period. Failure to return the keys and the remote control of the gate will attract a charge of $2,500 pesos.

**(6)** The TENANT is not allowed to sub-lease the RENTAL PROPERTY or allow other people (except for the people mentioned in clause 5(7)) to occupy the RENTAL PROPERTY which would constitute a material breach of the lease, allowing the LESSOR to terminate the LEASE immediately without notice.

**2 RENTAL PERIOD, ARRIVAL AND DEPARTURE**

**(1)** The Rental Property is let to the TENANT for a duration of \_\_\_\_\_ days, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (arrival date) until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (departure date).

**(2)** The arrival time (check-in) on the arrival day shall be between **11:00 a.m. a 1:00 pm.**

**(3)** The checkout time shall be **before 3:00 pm** on the departure date.

**(4)** Smoking is only allowed in the outside areas

**(5)** No pets are permitted.

**3 RENTAL PRICE AND PAYMENT METHODS**

**(1)** The rental amount per night is $200 USD, to be paid via Airbnb, in cash or via bank transfer (please email us proof of payment). The rental amount excludes the cost of gas for the boiler, which must be paid in cash at the time of entrance to the LESSOR.

**(2)** Payable in cash at check-in before collection of keys:

 a. A damage deposit of $2,500 pesos. This will be returned at the time of departure, as long as the following provisions are met:

 - No damage is done to the Rental PROPERTY or its contents.

 - All waste has been placed in black plastic bags and the kitchen has been left clean.

 - The keys have been returned to the LESSOR or his agent, on the date of departure.

 - All charges accrued during the stay are paid prior to departure (gas for the boiler).

 - No contents are missing or damaged

**(3)** Any cost of repair to the RENTAL PROPERTY or replacement of its contents shall first be set off against the damage deposit held. If the cost of repair or replacement is greater than the damage deposit held, the LESSOR will provide the TENANT with a statement of account which is to be settled within 3 working days.

**4 CANCELLATION AND EARLY TERMINATION**

**(1)** Should the Tenant wish to vacate the rental PROPERTY prior to the date of departure, for whatever reason, the rental will not be returned.

**5 LIABILITY AND RESPONSIBILITIES OF THE TENANT**

**(1)** The Tenant irrevocably indemnifies the LESSOR and the LESSOR’s agents and / or employees against any claim for injury, illness or accidents to themselves, to the occupants or to their visitors and against any claim for loss of personal belongings or valuables or any claim whatsoever which may arise whilst occupying the Rental PROPERTY and the adjoining grounds and facilities. Furthermore, the Tenant and the Occupants agree to reside at the Rental PROPERTY at their own risk and make use of the Swimming-pool entirely at their own risk. By accepting this contract, it is agreed that the Tenant, the Occupants and their visitors are expressly assuming the risk of any harm/injury/damage/loss arising from their use of the Rental PROPERTIES.

**(2)** The Rental PROPERTY incl. the furniture and all other contents are to be treated with care. The Tenant is responsible for all damages / losses caused whether intentionally or not, by the OCCUPANTS and/or their guests within the Rental PROPERTY and the surrounding grounds. By accepting the keys to the RENTAL PROPERTY, the TENANT accepts all responsibilities contained herein and indemnifies the LESSOR against all claims of third parties in relation to any acts of the TENANT, the OCCUPANTS or their guests.

**(3)** The Tenant declares having found the Rental PROPERTY suitable for the agreed use and to lease it, by receiving the keys.The TENANT waives any claims related to the unsuitability of the RENTAL PROPERTIES.

The TENANT shall return the RENTAL PROPERTY in the same state in which they received it (furnished, in perfect condition, clean and with functioning household appliances). The TENANT undertakes to comply with the provisions of the House Rules of the Rental PROPERTY, and in any event, the rules of good neighborliness which inter alia prohibits the TENANT (the OCCUPANTS and guests) from performing any acts or engaging in behavior that may cause inconvenience to the neighbors.

**(4)** Faults or defects that are found in the Rental PROPERTY during the rental period are to be reported to the LESSOR or her agents immediately. The Tenant is prohibited from making any changes / alterations / additions to the Rental PROPERTY without the prior written consent of the LESSOR or to bring any item onto the property which may damage the property or its contents.

**(5)** The LESSOR is discharged from its responsibility should it be unable to fulfill its obligations due to factors beyond its control. In any event, the total liability of the LESSOR is limited to the return of 50% of the amounts received from the TENANT in relation to this contract.

**(6)** The LESSOR and / or the LESSOR's agents must give advance notice (unless it is for security or emergency reasons where notification is not required) that they will be entitled to enter the RENTAL PROPERTY for inspection at any time, to check the condition of the RENTAL PROPERTY.

**(7)** The TENANT declares that the following people ( ‘OCCUPANTS’) will be staying and / or entering at the Rental PROPERTY in the period specified above (if under the age of 18 please specify ages). An ID or passport of each guest will be required at check-in.

Number of OCCUPANTS : …………….. adults, ……………… under the age of 18

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID/Passport no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID/Passport no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**(8)** No other person may occupy the Rental PROPERTY without the previous written consent of the LESSOR and any breach thereof shall entitle the LESSOR to terminate this contract and instruct all persons to vacate the property immediately, in which case the TENANT shall forfeit all monies paid to the LESSOR.

**(9)** The TENANT warrants that it will not use the RESIDENTIAL PROPERTY for any illegal purposes,

**(10)** The RENTAL PROPERTY is leased exclusively for temporary residential purposes for the duration of the Lease for the TENANT and the Occupants mentioned above.

**6 CONTRACT WORDING AND CLAUSE**

**(1)** This agreement is the entire agreement between the parties and can only be amended by written agreement.

**(2)** For matters not covered by this contract, the Laws of Mexico shall apply.

**(3)** The parties agree to have read and understood this contract which they accept fully and in all respects.

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

Signature Tenant Signature Lessor

Cuernavaca, Morelos on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_