



Key Holding Contract / Contrato de tenencia de llaves

This agreement is made between / Este acuerdo es entre: **Kevin King T/A El Rey Villas**

And (owner) / Y (el propietario):

Date of Birth / Fecha de nacimiento:

Identification document number / Numero de documento de identificacion:

Property name / Nombre de la propiedad:

Fiscal Address (for invoices) / Dirección fiscal:

This agreement is made between the Owner of the Property and El Rey Villas (Manager), who agree to act for the Owner. The purpose of this document is to set out clearly & concisely the extent of the service offered and the fees charged. All references to El Rey Villas refer to the Key Holding services provided by autonomous entity Kevin King [Y8566140B].

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to seek independent legal advice before signing.

1) **Purpose.** Owner confirms that he / she is the sole or joint owner of the property. Manager is in the business of managing properties of this type. Owner desires to engage Manager to provide Key Holding services for the Property.

2) **Manager's Responsibilities.** Manager agrees to perform the following duties and responsibilities with regards to the Property:

- Key holding: Manager ensures that the keys to the property are safely stored and accounted for. Using a check-in and check-out system for the keys whenever they are handed out to tradesmen, guests, etc

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- Property Inspection: This comprehensive inspection of the property will include:
 - General walkthrough of property looking for anything out of the ordinary (mould, damp, etc)
 - Check of toilets and taps
 - Check of domestic appliances (boiler, air-conditioning, radiators, fridge/freezer, stove, oven, etc)
 - Check of lights and switches
 - Property airing
 - Water the internal plants
 - Check of furniture and decorative items

- Reports: An emailed report on your property following the property inspection. This report will include photographs/videos of any issues or concerns.

- Mail collection: The Manager will collect any mail deposited for the property during their scheduled inspections, and store inside the property or at the El Rey Villas office. Important mail items can be opened scanned and emailed onto the Owner if so requested at no an additional fee.

- Property callouts: A member of the El Rey Villas team will go to your property to open the door for tradesmen, and or to check a specific issue at the property on request as soon as is reasonably possible. Additional call out prices listed below:
 - Monday – Friday 8am-10pm 50.00 € per hour
 - Weekend rates & emergencies 60.00 € per hour

- Pre-arrival care: A full or partial property clean can be arranged on request, ahead of your visiting the property (charged on arrival). El Rey Villas can also source shopping items ahead of your stay which is charged at the price of the shopping plus 20% (minimum 20€ charge applies).

El Rey Villas will place furniture outside where necessary and ensure the electricity, fridge and hot water are switched on. Where possible, for arrivals at night time a light will be left on for your safety on arrival.

3) **Plans.** El Rey Villas offers one Key Holding plan, including the following services (detailed in point number 2):

- Key holding
- Property Inspection (2 per month)

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- Property / damage report (2 per month)
- Mail collection & Forwarding (on request)
- Property callout service (1 per month, then additional fees apply)
- Pre-arrival care

4) **Term.** This Agreement shall come into effect upon the signing of this contract and once payment has been received.

4.1) This contract has a minimum duration of 6 months. The initial 3 month charge is paid upfront upon the signing of this contract and the subsequent payments are to be made on a 3 monthly basis in advance.

4.2) This contract will remain effective from the date of the signature until it is replaced. The agreement is concurrent until terminated in writing.

5) **Termination.** This Agreement may be terminated at any time by either Party upon 1 months written notice to the other party. Upon termination, Owner shall reimburse Manager for any outstanding payments or expenses incurred or approved prior to the date of termination within thirty (30) days from the date of termination. If the client wishes to re-contract El Rey Villas services at a future date after having terminated the current agreement, a new contract will have to be signed.

5.1) Immediate Termination. Manager may terminate this agreement immediately for the following reason: Owner's breach of contract. Owner may terminate this agreement immediately for the following reasons: Manager's gross negligence or wilful misconduct.

6) **Indemnity.** The Owner agrees to indemnify El Rey Villas for any reasonable costs, expenses or liabilities incurred or imposed on El Rey Villas provided that they were incurred on behalf of the Owner in pursuit of El Rey Villas normal duties. To assist El Rey Villas in carrying out its duties effectively, the Owner agrees to respond promptly, and provide necessary instructions, to any correspondence or requests from El Rey Villas.

7) **Payment.** The Owner agrees to pay all fees for 3 months prior to commencement on production by El Rey Villas of a valid factura / invoice. The Key Holding service is priced at €250 per quarter. Pricing is subject to IVA at the prevailing rate.

8) **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, cost of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

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9) **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by courts of the country and city the property is located.

10) **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

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