

## Sea N' Rent Rental Agreement

WHEREAS The Tenants Protection Law (Consolidated Version), 5732-1971, will not be applicable to the Apartment and/or to the lease awarded by the Lessor in respect of the Apartment pursuant to the terms of this Agreement;

WHEREAS The Lessor and the Lessee wish to record the terms, provisions, and conditions which shall govern the leasing of the Apartment by the Lessor to the Lessee, as set forth below; and

**NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and with the intention of being legally bound hereby, the Parties HEREBY AGREE as follows:**

### **1. Preamble, Appendices and Headings**

**1.1** The preamble and Schedules form an integral part of this Agreement.

**1.2** The clause headings throughout this Agreement are used for convenience only, and no legal or interpretive value shall be attributed to them under any circumstances.

### **2. Obligations of the Lessee**

**2.1** The Lessee undertakes to use the Apartment for its residential purposes only.

**2.2** The Lessee undertakes to use the Apartment and related facilities in a responsible and careful manner, pursuant to that set forth in this Agreement and to maintain the Apartment in such condition as it was handed over to it on Checking In (as defined below).

**2.3** The Inventory and the state of the Apartment will be inspected upon the departure of the Lessee at the end of the term. Upon departure the Apartment must be returned by the Lessee to the Lessor in a clean and orderly condition without any damage to the Apartment or any of the items listed in the Inventory. In the event that the Lessee or any of its guests has caused damage to the Apartment or any of the items listed in the Inventory, the Lessee will pay the costs of such damage immediately upon the written request of the Lessor.

**2.4** The Lessee undertakes to pay for the electricity according to the electricity meter readings which will be taken upon Checking In and Checking Out (both as defined above). THIS WOULD BE CHARGED ONLY WHEN EXCEEDING THE AMOUNT EQUIVALENT TO 30 NIS PER DAY.

**2.5** The Lessee agrees to close all of the windows in the Apartment and to lock the door of the Apartment each time the Lessee leaves the Apartment.

**2.6** The Lessee agrees that the Lessor or an authorized representative of the Lessor may enter the Apartment: (i) for housekeeping and maintenance purposes and to ensure the due performance of this Agreement; or (ii) for the purpose of showing the Apartment to another potential Lessee, however with regard to the latter, this will be arranged in advance with the Lessee.

**2.7** In the event that the Lessee loses the key to the Apartment, the Lessee agrees that it will pay the Lessor the amount of €200 in order to pay for a replacement lock for the Apartment.

**2.8** The Lessee acknowledges that it may not sublet the Apartment nor may it transfer or assign this Agreement and/or any of its rights and obligations under the terms hereof to any third party.

### **3. Term & Termination**

**3.1** The term of the lease will be from check-in date & [15:00] (the "Checking In") until check-out date & [11:00] ("Checking Out"), (the "Term").

**3.2** This Agreement will be terminated automatically, immediately and without further formality in the event of the non performance by the Lessee of any of its obligations as set forth in this Agreement. In such event, the Lessee shall be asked to leave immediately.

**3.3** Upon the expiry of the Term, the Lessee shall be obliged and hereby undertakes to vacate the Apartment, free and clear of any person and effect, and to return the possession thereof to the Lessor.

**3.4** Without derogating from any rights and remedies available to the Lessor, in the event that the Lessee fails to vacate the Apartment in good time as aforesaid, then in such event the Lessee undertakes to pay to the Lessor an agreed payment of [\$500] for each day of delay in the vacation of the Apartment.

**3.5** In the event that the Lessee shortens the Term for any reason, the Lessee will remain liable to pay the full price for the Term as set for the below.

### **4. Price & Payment Terms**

**4.1** The Lessee hereby agrees that the price to be paid to the Lessor for the use of the Apartment during the Term is as mentioned above ("The payment"):

**4.2** The Lessee hereby agrees to pay the total amount as set forth above, upon Check In.

**4.3** Subject to that set forth in Section 4 below, the Lessor will return the Deposit to the Lessee upon the expiration of the Term.

### **5. Compensation for Damage**

**5.1** The Lessee confirms that it has received the Apartment in good condition (as set forth in Section 2.3 above) without any noticeable defects. In the event that there is any damage to the Apartment or the Inventory upon the expiration of the Term, the Lessee agrees to pay the Lessor for any such damage within 7 days of the expiration of the Term.

**5.2** In the event that the Lessee has not paid such amount to the Lessor within the aforementioned 7 day period, the Lessor may keep the Deposit as payment for such damage. In the event that the amount of the damage caused by the Lessee is less than the amount of the Deposit, the Lessor will return the relevant amount to the Lessee. In the event that the amount of the Deposit is not sufficient to cover the amount of the Damage, the Lessee will be liable to pay the Lessor such additional amount.

## **6. Cancellation**

Please note that the reservation deposit for all reservations is non-refundable and non-transferable.

If you cancel a fully paid reservation, there is a cancellation charge that will depend on the number of days before the beginning of the rental period.

- More than 90
- 60-89 days before:
- 30-59 days before:
- Less than 30 days before: 100% of the total amount.

In the event that you change the dates or apartment, it will be understood as a new stay and it shall be subject to the cancellation conditions.

It is strongly recommended that you purchase holiday cancellation insurance. Any cancellation, including force majeure, will be subject to our clear and simple cancellation policy stated herein.

## **7. Liability**

**7.1** The Lessor and the Lessee hereby agree that in no event will the Lessor be held liable for: (i) any damage caused to the Apartment by the Lessee, its guests or otherwise; (ii) the injury of any person in the Apartment; and (iii) the theft of any personal belongings left in the apartment.

**7.2** Further, the Lessee hereby agree to indemnify and hold harmless the Lessor (collectively, the "Indemnified Party") from and against all liability, claim, damage, loss, penalty, cost or expense, including reasonable legal fees and costs of investigating and defending against lawsuits, complaints, investigations, actions or other pending or threatened litigation by any third party, joint or several, arising out of or attributable to this Agreement and the actions of the Lessee in relation thereto. Notwithstanding any other provision of this Agreement to the contrary, the provisions of this Section 6 shall survive termination of this Agreement.

## **8. Miscellaneous**

**8.1** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the matters herein and merges all prior or contemporaneous oral or written communications between them.

**8.2** No failure or delay of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or non-performance by either party of any of the terms or conditions hereof.

**8.3** If any term or provision of this Agreement shall be declared invalid, illegal or unenforceable, then such term or provision shall be enforceable to the extent that a court shall deem it reasonable to enforce such term or provision and if such term or provision shall be unreasonable to enforce to any extent, such term or provision shall be severed and

all remaining terms and provisions shall be unaffected and shall continue in full force and effect.

**8.4** No amendment and/or modification of this Agreement shall have any effect unless such amendment or modification shall be done in a written document, signed by both parties.

**8.5** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute but one and the same instrument.

**8.6** This Agreement is subject to and governed by the laws of the State of Israel. All disputes arising from this Agreement shall solely be submitted to the applicable court of the State of Israel.