

**COLLECTIVE SEASONAL LEASE AGREEMENT UNIVERSITY OF JAEN**  
**DOUBLE APARTMENT WITH RESERVATION OF A 2ND TENANT**

In Jaén,

**TOGETHER**

On the one hand, Mr. Macedonio Luna Reina, of legal age, with DNI. nº 44593994-F, and Ms. Raquel Luna Reina, of legal age, with DNI 44579242-K, residing in the city of Málaga, C/ Somera nº 6, CP 29001.

On \_\_\_\_\_ the \_\_\_\_\_ other \_\_\_\_\_ hand,  
Mr. \_\_\_\_\_, of  
legal age, with DNI number \_\_\_\_\_. and with address for notification purposes in the city of  
\_\_\_\_\_, C/ \_\_\_\_\_ CP \_\_\_\_\_

**THEY INTERVENE**

Mr. Macedonio Luna Reina Y and Ms. Raquel Luna Reina, representing the company Itelymp, SL, domiciled in the city of Málaga, C/ Somera nº 6, with CIF B29594173 and registered in the Mercantile Registry of Malaga, under volume 1340, book 253, folio 56, page number MA-10014, who appear as administrators, by virtue of a deed authorized by the Notary of Malaga Mr. Luis María Carreño Montejo, granted on March 28, 2019, as the leasing party.

D. \_\_\_\_\_, in his own name and right / as legal guardian and  
on behalf of D. \_\_\_\_\_, as tenant party.

Both parties recognizing sufficient legal capacity to grant this lease contract for use other than housing.

**EXPOSE**

**FIRST.-** That the leasing party is the successful bidder for the exploitation of apartment \_\_\_\_, located in a building with five floors above ground, with a large central patio and a basement, within the university campus called "Domingo Savio", close to the Las Lagunillas Campus in Jaén, from the city of Jaén, for exclusive rental to the group linked to the University of Jaén, and consists of a room, a bathroom and kitchen, with capacity for two people.

Attached as Annex I to this contract is a list of the inventory of the furniture and contents of the property, including appliances; and as annex II a photocopy of the energy efficiency certificate of the property is attached.

**SECOND.-** That D/Mrs. \_\_\_\_\_ know the apartment, the surface and composition to inhabit it for two people, as well as other characteristics, and expresses his interest in living there as a tenant, and the LESSOR in renting it, for which both parties agree to the execution of this contract, and this in accordance with the following:

**STIPULATIONS**

**FIRST.- OBJECT AND DESTINATION.**

By means of this contract, the lessor party contracts with the lessee party the rental of the property described above, who accepts it under the conditions agreed in this document.

The tenant accepts and knows that the apartment has capacity for two people, and therefore grants authorization to the Landlord so that he can unilaterally incorporate a second tenant to complete the capacity of the apartment, through an annex to this contract.

Failure to comply with the above by the tenant would be cause for termination of the contract, unless the tenant agrees to modify the rent to that corresponding to a double apartment for individual use.

The property is rented as a certain body, so the possible discrepancy between the real surface area and that described in this contract will not affect the rent set in this document more or less.

The lessee is obliged to use the leased property as temporary housing, during the agreed period of time, as long as the connection with the University of Jaén persists, and said use cannot be varied without written consent of the lessor or the University of Jaén. Failure to comply with this precept will be grounds for termination of the contract. Therefore, the home that is the subject of this contract will not in any case have the purpose of permanent housing for the tenant, so the purpose of the contract is for use other than housing.

**SECOND.- STATE.**The tenant declares to receive the property in a good state of use and conservation. At the end of the contract undertakes to deliver it in identical conditions in which it is received, being responsible for all possible damage that may be caused by misuse, both to the home and its furniture (detailed in an attached inventory). The tenant authorizes access to the apartment to the landlord, and to the persons designated by him, so that they can inspect the state of conservation of the leased property and its contents and fixtures, as well as the works, of all kinds, that could be carried out in the apartment. same.

**THIRD.- DURATION.**This contract is agreed for the season between 09/1/2024 and 08/30/2025. \_.

The tenant must pay the landlord compensation equal to two months' rent in the event that the tenant attempts or unilaterally terminates the contract, regardless of other responsibilities incurred as a result of these actions.

**FOURTH.- INCOME.**The tenant will pay the landlord the amount of \_ \_\_1440\_€ as rent., to reason of \_\_120\_\_ € per month, within of the first five days of each month, by transfer to the account ES97 2103 2030 4800 3002 8425, of which Itelymp, SL is the owner

Failure to comply with the payment obligation or notification of proof of payment within the established period will be grounds for termination of the contract, giving the lessor the right to request eviction, with the expenses incurred by these actions being borne by the lessee.

In this act, the tenant delivers proof or receipt of having made the payment of the first month's rent (€120), this document serving as an effective payment letter.

**FIFTH. - ASSIGNMENT AND SUBLEASING.**The lessee agrees not to sublease, in whole or in part, or assign or transfer the leased property without the express written consent of the lessor or the University of Jaén. Failure to comply with this clause will be cause for termination of the contract.

**SIXTH.- WORKS.**Small repairs required by wear and tear due to ordinary use of the property will be the responsibility of the tenant. The tenant may not carry out any other type of work or modification to the property or building to which it belongs without the express consent of the landlord.

Despite not being considered a work, the tenant is expressly prohibited from making holes or perforations in the walls of the property, deducting from the deposit the amount necessary for the walls to recover their original state, if applicable.

**SEVENTH.- GENERAL EXPENSES.**Community expenses will be the responsibility of the leasing party.

Expenses for services provided by the leased property that are individualized by metering devices (electricity, climate, cold water and hot water) will be the responsibility of the tenant.

**EIGHTH.- PENALTY CLAUSE EXPRESS.**The tenant will deliver the keys to the property on the end date of this contract. If delivery is made later, the tenant will pay the landlord the amount of 30.00 Euros for each day of delay in making the keys to the home available, as a penalty clause, in addition to all direct and indirect expenses. that this delay generates in the face of the recovery of the home.

**NINTH.- RULES OF COEXISTENCE.** The tenant will be subject to the Internal Regime Regulations approved by the University throughout the entire term of the contract, especially the rules related to cohabitation. The stay of any type of animal in the property is expressly prohibited.

**TENTH. - DEPOSIT.** Prior to signing this contract, the lessee must make a deposit as a deposit in the amount of 240 euros, equivalent to two monthly payments of rent, in the account number ES97 2103 2030 4800 3002 8425, owned by Itelymp, SL

**ELEVENTH. - NON-COMPLIANCE OF OBLIGATIONS.** Failure by any of the parties to comply with the obligations resulting from the contract will entitle the party that has fulfilled its obligations to demand compliance with the obligation or to promote the resolution of the contract in accordance with the provisions of article 1,124 of the Civil Code.

Furthermore, the lessor may terminate the contract by operation of law for the following reasons:

- a) The lack of payment of the rent or, where applicable, of any of the amounts whose payment has been assumed or corresponds to the tenant.
- b) Failure to pay the deposit amount
- c) The carrying out of damages caused intentionally to the property or of works not consented to by the lessor when the latter's consent is necessary.
- d) When annoying, unhealthy, harmful, dangerous or illegal activities take place in the property.
- e) Not belonging to the University of Jaén Collective

**TWELFTH.- ADDRESS FOR THE PURPOSES OF NOTIFICATIONS.** The parties establish as their address for the purposes of notifications arising from the contractual relationship the one that appears for each of them in the heading of the contract. One party must mutually notify the other of any changes that occur in this regard.

**THIRTEENTH. - APPLICABLE LEGISLATION.** This housing lease is excluded from the LAU, in accordance with art. 5 section d), as it is university housing, governed by this contract and subsidiarily by the provisions of the Civil Code.

**FOURTEENTH.- SUBMISSION.** The contracting parties expressly submit to the Courts and Tribunals of the city of Jaén for all litigation matters that may arise from it.

And with the character expressed in the intervention, they sign this contract in duplicate at the place and date indicated.

**LESSOR**

**LESSEE**