



GUEST AGREEMENT

Date:

SUBJECT: GUEST AGREEMENT

Dear [GUEST NAME],

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between, GZDX Notos Tourism IKE (Company Code: UU153010001000) ("Owner"), operating under the trademark "Lazy Sun" and represented by Mrs Zivil Mazoulit Pavlopoulou and **Guest's Name:** Mr. Mrs. Ms.

.....
Address

CountryTelephone Mob:

Fixed Telephone:Email:

as of the date last written on the signature page of this Agreement. Owner and Guest maybe referred to individually as "Party" and collectively as "Parties". For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. The Property.

The property is described as a luxury villa sized at 220sqm (2368ft) with three (3) floors, consisting of a living room with fireplace, a dining room, an open kitchen with sitting space, 3 bedrooms (out of which 1 master bedroom with en-suite dressing room), 2 bathrooms and 1WC. The villa is situated in a private fenced yard (665sqm) consisting of a private pool, a BBQ area with sitting space, flowered gardens, and a parking place for one (1) car. The villa is located in the complex of luxury villas "APOLLON" in the wider Sounio resort area. The property is fully furnished by the Owner and equipped for light housekeeping. The following amenities are included in the property:

- Linen and Towels,
- Cable TV in all bedrooms and living room,
- Wifi,
- Security Alarm System connected with a Security Station, cameras
- Nespresso Coffee machine (s) and a series of kitchen equipment
- A starter supply of household cleaning and hygiene products may be available in the Property for use by the Guest. **Guest is responsible for purchasing any additional supplies and all food and beverages.**

Accommodation address: Apollon Settlement, **Area:** Tourkolimano,
Community : Palaia Fokaia, **Postal Code:** 19013, **Perfecture:** Attica, **Country:** Greece

2. Rental Party

Number of adults:

Number of children:

All persons in the rental party will be bound by the terms of this agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

	Name	Surname	Relationship to Guest
a.
b.
c.
d.
e.
f.
g.

3. Maximum Occupancy

The maximum number of persons allowed to stay in the Property is limited to seven (7), unless the Owner gives its prior written consent. A charge of €70.00 per person per night will be charged for each person who stays in the property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to the Owner.

4. Visitors

A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is ten (10). Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, when Guest is not in the Property.

5. Rental Period & Check-In

The term of this lease will be from ("Arrival Date") to ("Departure Date"). The property will be ready for Guest's occupancy beginning at 4:00 PM (Athens Time) on the Arrival Date and the Property must be vacated by 12:00 AM (Athens Time) on the Departure Date, unless otherwise agreed by the Owner. If Guest or any member of the Rental Party remains on the property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual Date Guest and all members of the Rental Property vacate the Property.

6. Keys & Access Codes

Owner will provide Guest with one (1) set of keys, which will unlock the front door, the garage door, plus other parts of the Property, while an access code will also be provided for the Security Alarm setting.

7. Rental Rules & Restrictions

Guest agrees to abide by the following restrictions set out by the Owner ("The Rules"):

- a. The villa has a non-smoking policy indoors and the guests are kindly requested to strictly follow it. When smoking outside, the guests are kindly requested to use the special ashtrays provided since there is always the risk of fire during the summer period (especially high wind season).
- b. Pets are not permitted on the property unless the Owner provides his prior written consent
- c. Quiet Hours are from 11:00 PM to 07:00 AM and from 03:00PM to 05:30 PM according to law guidelines. The owner will exert their right to terminate immediately a lease
- d. Garbage must be placed in the proper receptacles. Garbage should be disposed on a daily basis from the villa to the garbage containers located at the entrance of the complex. Community offers recycling bins – blue color (found on the entrance of the complex) where someone can recycle glass, plastics, paper and other inorganic materials. Organic materials are placed in the Green Containers.
- e. Car should be parked in the parking space and not outside the villa due to narrowness of the road in order to avoid congestion, while visitors can park in the area in front of the road (Asklipiou).
- f. All members of Rental Party should take proper care of all Property appliances and furnishings, while Guest undertakes the obligation to supervise and provide necessary guidelines. Villa items, including and not limited to linen and /ornamental items should remain at the villa. Guest will be held liable and in case of damages from improper use will be charged accordingly. It is imperative not to put grease down the garbage disposal, never leave the stovetop on unattended, and clean old food out of the refrigerator on a regular basis. PLEASE REPORT DAMAGES IMMEDIATELY.
- g. The Owner reserves the right to enter the property for inspection at all times with reasonable notice to Guest. Supporting personnel (maid, gardeners, pool maintenance people) will enter the property at pre-agreed times. Arrangement can be made on all such issues before your arrival.
- h. Changing the setting or the decoration of the property (including furniture placement) without the prior consent of the Owner is not allowed. Indoor furnishings stay inside and outdoor outside.
- i. Guests are expected to conserve water & energy. Please turn off lights, fans, stoves, a/c units, water heaters, TV's or other electrical appliances when not needed. Please use water efficiently, it's a precious resource.
- j. The BBQ unit and round area should be cleaned after use, otherwise a cleaning fee of €40.0 maybe charged upon discretion by the owner. (Please consult BBQ Grill use guidelines). **NEVER LEAVE THE GAS-FIRED BBQ GRILL UNATTENDED WHEN LIT.** When using the gas-fired BBQ grill always make sure you follow guidelines provided **AND MAKE SURE THAT YOU CLOSE THE GAS BOTTLE VALVE after completing BBQ cooking**

- k. Please start laundry and place dishes in dishwasher upon check-out.
- l. **Swimming Pool:** Guests assume full responsibility for the use of the swimming pool. In case of accident, injury or death, the Guest waives any future claim against the Property Owner. Diving is strictly prohibited in the pool. The Guest and his party, including children are strongly advised not to run around the pool with wet feet as floors may become slippery. We kindly advise the guests to take a quick shower at the pool shower before entering the swimming pool if tanning oil are used due to their negative effect on pool's water pH. Please don't place glasses near the pool, the Guest and company may use the plastic ones provided for this purpose. The swimming pool must be kept as clean as possible from foreign objects (food, cans, bottles, plastics etc.). **WE URGE THE ADULT MEMBERS OF THE RENTAL PARTY TO SUPERVISE CHILDREN AT ALL TIMES WHEN USING THE POOL (AN ADULT SHOULD BE PRESENT AT ALL TIMES).**
- m. **DURING COOKING TIME NEVER LEAVE THE STOVETOP UNATTENDED WHEN IN OPERATION, ESPECIALLY IF CHILDREN AROUND.**
- n. Turn off heat/cooling before checking out
- o. Lock all doors and windows before checking out
- p. The Guest is fully responsible for any valuables left at the Property. The Property Owner and the Property Staff can not be held responsible for items lost/misplaced/stolen in the Property. We provide security alarms which should be activated when required, or the house safe could be used, while suitable care should be taken against theft and burglary. You should make sure that you have all windows and doors closed and locked when leaving the accommodation. In the event of any theft or damage occurring due to negligence of yours, the Owner reserves the right to ask for compensation from you. In case you vacate the property owing to a burglary no refund shall be given. The Owner stipulates that it is his responsibility to familiarize you with all security systems of the Property.

8. **Payment**

Guest agrees to pay the rent and fees described below (the “**Total Amount Due**”). Guest in order to book the villa will have to deposit 50% of the Total Amount Due, while remainder portion has to be covered in full within thirty (30) days before the Arrival Date. Payments are made in Euros. Banking expenses are burdened by Guest. **A reservation is considered valid when the Owner has provided a written verification to the Guest that he has accepted his reservation, and the guest has already made the deposit.**

Rental rate of €..... x days

Total Amount Due €.....

The Security Deposit: On arrival, the Guest will be asked to leave a **security deposit of €1500** to cover for any possible damage to the property. It will be returned on departure minus any deductions for breakages or other damage (see section 11)

Acceptable payment methods are: electronic money transfers

Bank Account: Eurobank, Swift Code: ERBKGRAA
IBAN: GR9202606080000590200349850

9. Cancellation

- All cancellations must be notified by electronic mail or other digital media channels before the Guest arrives at the property. In the case where the announcement is made **up to one (1) month** before the arrival date, any deposit paid by the Guest will be reimbursed.
- If the Guest cancels the reservation **up to two (2) weeks** before the arrival date, there will be a 50% refund of the amount paid
- If Guest cancels the reservation **in less than two (2) weeks before the Arrival Date**, the Total Amount Due will be forfeited.
- If the Guest does not arrive on the Arrival Date and subsequently does not contact the owner within 24 hours, the contract is considered null and void. In such cash the Owner will retain any payment being made by the Guest. The Owner also holds the right in this case to rent the Property to other Parties.
- In case where the Owner cancels a rental agreement (outside of "Acts of God" that render the Property uninhabitable or technical issues related to the booking engines of platforms used which could result to double-bookings out of the control of the owner), he will refund the Guest the double of any deposits paid.

10. Early Departure

Guest who decides to leave the Property before the end of the agreed rental period will nevertheless be burdened with the Total Amount Due unless the Owner is deemed responsible for the early departure. In this case an Inventory Check will take place as normal, and all or part of the security deposit will be returned.

11. End of term and security deposit

The Guest agrees to return the Property to the Owner at the expiration of his lease in as clean and as good condition as it was at the beginning of the lease term, except for normal wear caused by reasonable use. In addition, the Guest agrees to repair, replace or pay for any breakage or damage to the Property, furnishings and equipment. And the Guest authorizes deduction for these expenses, or any other amounts due from the Guest, from the Security Deposit. All Security Deposits will be held in a non-interest bearing account. The Security Deposit may be automatically refunded one (1) day after termination of this lease unless Owner determines there are damages or other deductions to be made resulting from actions of the Guest or Rental Party (for details see section 13). Said amounts shall be deducted from the Security Deposit and the remainder shall be refunded. In the event the amounts due exceed the Security Deposit, Guest is liable for said amounts. Any damages not reported to the Owner by the Guest at check-in shall not be considered valid prior damages.

12. Cleaning

Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

Owner could provide a cleaning service on a regular basis (on Guest discretion, please indicate preferable time) charging a daily cleaning fee of €70.0, (please indicate intention before Arrival Date in order to schedule the service).

13. Furnishings

The following furnishings will be provided with the Property: - three (3) queen sized beds – four (4) television sets - bedside tables and furniture, - dining room and living room furniture. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment. Please take note that a full inventory check of the general state of the property as well as all furnishings and appliances will take place at the beginning and end of Guest stay on behalf of the Owner ("Inventory Check"). If the owner notices any damages, a % of the security deposit (see note 11) equal to the cost of repairs or replacements will be withheld by mutual agreement between the Owner and Guest. If it is not possible to reach an amicable agreement, an assessment of the damage will be carried out by an independent expert or organization, chosen either by the Guest before his departure or by the Owner during the inventory check period at the end of stay. In such case, the remainder of the security deposit will be returned to the tenant within two weeks or at a date mutually agreed between the two parties.

14. Parking

Parking is limited to one (1) space. Guest may only park in designated parking area or at the area at the beginning of the road. Any illegally parked cars may be subject to towing and/or fines.

15. Mechanical Failures

Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, lift operation, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

16. Acts of God

If there is a storm, severe weather, earthquake or any other extraordinary event "Act of God" that requires a mandatory evacuation order issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God. In no circumstance will the Owner be responsible for consequential damages of such a cancellation (ticket loss, extra charges etc.), and no such claim will be honored.

17. Medical Assistance

We strongly advise you that you have an insurance medical plan that will cover any medical expenses that you may incur in Greece. In case of sickness or injury, we will do our best to have professional medical assistance for the patient as soonest possible. If you or a member of your family has any serious chronic condition, including severe allergies you are obliged to inform us in advance. Bring ample supplies of the medications you normally need, as it maybe difficult to find close by. If you are allergic to bees or wasps common in Greece during spring and summer, please inform us and bring antidotes. If you are allergic at any foods or drinks please inform us and don't forget to mention it to any food restaurant or taverna you may visit or be delivered from.

18. Limitation on Liability

Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

19. Indemnification

Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

20. Violation of Agreement

If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid. The Owner reserves the right to end immediately the Agreement and choose to reimburse or not, in case the Owner receives evidence or receives complaints for impeachment of Greek Law. By accepting this agreement, the Guests hereby affirm that they have legally entered Greece for vacation or professional reasons only and have the legal documents to prove it upon request from Authorities. In the opposite case, the Agreement is cancelled immediately, and payment is forfeited in full.

21. Governing Law

This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the Greek State (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved

through mediation, then the dispute will be resolved through the Greek Courts.

22. Attorneys' Fees

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

23. Amendments

This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

24. No Waiver

Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

25. Severability

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

26. Notices

Any notice or communication under this Agreement must be in writing and sent via one of the following options: - personally delivered - sent by overnight courier service - certified or registered mail (postage prepaid, return receipt requested) - electronic email transmission

27. Successors and Assigns

This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

28. Entire Agreement

This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

On behalf of GZDX Notos Tourism I I.K.E.

Owner's Signature

Guest Signature

Zivil Mazoulit Pavlopoulou

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