

PRE-CONTRACTUAL
INFORMATION

**CONSUMER
SERVICES!**

**EXCLUSIVE
DUAL MANDATE
SERVICES**



mister alquiler
ALQUILERES TURÍSTICOS · VACACIONALES Y ANUALES

BUYER-TENANT
Art. 1709 to 1739 of the Civil Code



ARE YOU INTERESTED IN BUYING OR RENTING A PROPERTY?

IMPORTANT

Justify the cause for a temporary rental.

Accept the payment of our professional fees as per "dual mandate" for a temporary rental (other use than as permanent residence), for a purchase or for an option to buy.

Book an appointment to visit the desired property with departure point from our offices.

Provide your ID, sign the data protection sheet and viewing registry sheet.

JUSTIFY THE CAUSE FOR A TEMPORARY RENTAL

In Spain, it is common to ask tenants to provide the reason why the property is needed for temporary use. This is done to make sure that the rental contract is really for a specific period of time and is not being taken on a permanent basis.

Commonly accepted grounds for a temporary rental are:

- 1. University studies:** If you are going to study in a city other than your own, you can justify that you need temporary housing for the duration of your studies.
- 2. Temporary work:** If you have got a temporary job in a different city, you can justify that you need housing for the duration of your work contract.
- 3. Renovations to your usual home:** If you have to carry out renovations to your usual home and you need a place to live temporarily until the renovations are completed, you can justify this need.
- 4. Health reasons:** If you need to move to another city for medical treatment or rehabilitation, you can justify the need for temporary housing during that period.
- 5. Holiday periods:** If a person wants to spend a holiday in a specific city or area for a certain period of time, they could look for a temporary rental for that period.
- 6. Buying a home:** If someone is coming from a foreign country and is looking to buy a home, they may need a temporary rental while they find and finalise the purchase of a property.
- 7. Temporary job relocation:** In the case of companies that relocate their employees temporarily to another city, it is common to look for a temporary rental so that employees have a place to live during the time they are relocating.

THESE ARE JUST SOME OF THE POSSIBLE CAUSES THAT ARE COMMONLY ACCEPTED, BUT EACH CASE IS INDIVIDUAL AND THERE MAY BE OTHER CIRCUMSTANCES THAT MIGHT BE CONSIDERED VALID.



AGENCY COMMISSION FEE WITH A "DUAL MANDATE" FOR A TEMPORARY RENTAL OR PURCHASE

At Mister Alquiler we work on a "dual mandate" basis, where we charge professional fees to both principals, the bidder and the consumer.

The concept of "dual mandate" in the real-estate field refers to when an agency or intermediary charges fees to both the owner of the property (bidder) and the person interested in renting or buying (consumer). This means that the agency acts on behalf of both and receives a fee for its work from both the owner and the prospective buyer.

It is important to note that the fees and terms of each mandate are agreed and established in advance in a clear and transparent manner between all parties involved. It is therefore advisable to review and understand the cases in which this modality can be applied.

It is understood that the professional fees to be received by both principals in Mister Alquiler are reflected in this booklet or information document that is provided to the interested parties.

It is common in the real-estate field to establish the fees or commissions to be charged to the parties involved in a purchase or rental contract. These details are usually set out in an informative document such as a diptych or mandate contract, which specifies the services provided, the associated costs and the terms and conditions of the mandate. In a lease for temporary use, the lease will be governed by what is agreed and agreed between the parties.

Regarding the initial payments: the interested tenant must pay two months' deposit, the first month's rent and the invoice for Mister Alquiler's fees at the time of signing the contract for temporary rental or for use other than as a dwelling.

In the case of a purchase: the interested buyer must pay 10% of the agreed purchase price when signing the deposit contract. In addition, he/she will also have to pay the invoice for Mister Alquiler's professional fees.



Registration of Residency

If you are interested in one of Mister Alquiler's properties and you intend or need to register in it, it is important that you check beforehand if the owner allows your registration.

Registration is an administrative procedure that involves officially registering in a dwelling, and may have legal and tax implications for both the tenant and the landlord. Therefore, it is essential to obtain the landlord's approval before making any decisions or making any registration arrangements.

I would recommend that prior to your visit you consult with Mister Alquiler to obtain the necessary information about the policies and permissions for registering in the available dwellings.



Long-term rental for **REGULAR** and **PERMANENT** use

In the case of a **long-term rental** for a property **that will be used as a habitual and permanent residence**, the professional fees of the real-estate agency will be covered exclusively by the owner of the property. (Law 12/2023 of 24 May) This means that the person interested in renting the property will not have to bear the costs of additional commissions or fees.

In the case of a **long-term rental for the use of a permanent and habitual residence**, Law 29/1994 of 24 November, it is common that certain requirements and guarantees are requested from the tenant. Some of these requirements may include:

1 Last pay slips and employment contract:
In order to assess the tenant's ability to pay, it is common to request the last pay slips and employment contract as part of the selection process.

2 Deposit:
The tenant must pay a one-month deposit to the owner of the property. This amount is returned at the end of the lease, as long as there is no default or damage to the property.

3 Additional guarantees:
In some cases, landlords may request additional guarantees, such as two-months' rent in advance, a bank guarantee or default insurance. These additional measures help to mitigate potential risks for the landlord.





APPOINTMENT

At **Mister Alquiler** we only work by **appointment**, we do not meet with customers directly at the property. In addition, when the interested consumer arrives at **Mister Alquiler's offices** in El Campello, Calle San Bartolomé 68, he/she is asked to sign a property viewing registry sheet with data protection, and to provide his/her ID.

This way of working helps us to organise visits more efficiently and to ensure that interested parties are properly identified and their personal information is protected.

The viewing registry sheet and data protection sheet are important for recording and documenting the visits made, while a photocopy of the identification document is necessary to verify the identity of the interested consumer.

Remember that it is important to read and understand the terms and conditions established by **Mister Alquiler**, as well as making sure that you comply with the requirements requested when attending appointments.

Working by appointment is intended to ensure the security of both consumers and estate agents. By making an appointment at **Mister Alquiler's offices**, it is possible to have a more rigorous control over who visits the properties and additional measures can be taken to protect the personal information of the interested parties.

Furthermore, by not making an appointment directly at the property we avoid risky or uncomfortable situations for the interested parties and our agents, and we ensure a safer and more controlled environment to carry out the visits.

You can make an appointment here:

<https://misteralquiler.com/en/appointments>

APPOINTMENT

APPOINTMENT

APPOINTMENT

Percentage of agency commissions

FOR THE PURCHASE OF A REAL-ESTATE PROPERTY

**COMMISSION RATE
WITH EXCLUSIVE
MANTADATE**



COMMISSION RATE

5%
**+ 21%
VAT**

The **consumer** pays the

2%

on the purchase price

VAT not included

The **bidder** pays the

3%

on the purchase price

VAT not included

THESE CONDITIONS ALSO APPLY TO RENTALS WITH AN OPTION TO BUY.

Percentage of agency commissions

FOR THE PURCHASE OF A REAL-ESTATE PROPERTY

**STANDARD
COMMISSION RATE**



COMMISSION RATE

7%
**+ 21%
VAT**

The **consumer** pays the

2%

on the purchase price

VAT not included

The **bidder** pays the

5%

on the purchase price

VAT not included

THESE CONDITIONS ALSO APPLY TO RENTALS WITH AN OPTION TO BUY.

Percentage of agency commissions

FOR A LONG-TERM RENTAL

(Contract based on Urban Law 29/1994 of 24 November 1994)

**RENTAL FROM 1
TO 5 YEARS**



COMMISSION RATE

10%
**+ 21%
VAT**

The **consumer**

0%

nothing

The **bidder** pays

10%

on the first year's income

VAT not included

Percentage of agency commissions

RENTAL FOR USE OTHER THAN HOUSING

(PREMISES, OFFICES, INDUSTRIAL WAREHOUSES)

**RENTAL FROM 1
TO 7 YEARS**



COMMISSION RATE

20%
**+ 21%
VAT**

The **consumer** pays

10%

on the first year's income

VAT not included

The **bidder** pays

10%

on the first year's income

VAT not included

Percentage of agency commissions

TEMPORARY HOUSING RENTAL

(Contract based on free agreements between the parties)

**RENTAL FROM 1
TO 3 MONTHS**



COMMISSION RATE

25 %
**+ 21%
VAT**

The **consumer** pays

12,50%

on the total income of the rent

VAT not included

The **bidder** pays

12,50%

on the total income of the rent

VAT not included

Percentage of agency commissions

TEMPORARY HOUSING RENTAL

(Contract based on free agreements between the parties)

**RENTAL FROM 4
TO 11 MONTHS**



COMISSION RATE

20%
**+ 21%
VAT**

The **consumer** pays

10%

on the total income of the rent

VAT not included

The **bidder** pays

10%

on the total income of the rent

VAT not included

Percentage of agency commissions

TEMPORARY HOUSING RENTAL

(Contract based on free agreements between the parties)

**RENTAL FROM 12
TO 36 MONTHS**



COMISSION RATE

15%
**+ 21%
VAT**

The **consumer** pays

7,5%

on the first year's income

VAT not included

The **bidder** pays

7,5%

on the first year's income

VAT not included

Percentage of agency commissions

RENTAL FOR USE OTHER THAN HOUSING

(PREMISES, OFFICES, INDUSTRIAL WAREHOUSES)

**RENTAL FROM 1
TO 7 YEARS**



COMMISSION RATE

20%
**+ 21%
VAT**

The **consumer** pays

10%

on the first year's income

VAT not included

The **bidder** pays

10%

on the first year's income

VAT not included



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ALQUILERES TURÍSTICOS - VACACIONALES Y ANUALES



GOOGLE REVIEWS

Mister Alquiler has a very good reputation and its **Google reviews** reflect that. Positive reviews are an important indicator of the quality of service a company offers, and can provide additional confidence to potential customers.

By having a good reputation, Mister Alquiler demonstrates its commitment to customer satisfaction and the quality of its real-estate services. If you are considering using Mister Alquiler's services, it is encouraging to know that there is a positive endorsement from other users.

Checking Google reviews can definitely be useful as part of the decision-making process.

Registry of Real Estate Agents of the Valencian
Community RAICV 1323



If you have visited a property offered by Mister Alquiler, you have accepted the pre-contractual information detailed in this brochure.

The information in this brochure is valid from 24 May 2023.



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ALQUILERES TURÍSTICOS - VACACIONALES Y ANUALES

OUR TEAM

CAROL BIONDI
Real Estate and Property Agent
I can attend you in **English, Spanish** and **Italian**



ANDRÉS CREMADES
Real Estate and Property Agent
GIPE N° 1428



VICTOR MANUEL CELDRAN
Real Estate and Property Agent
European Professional Real Estate Agent



MIGUEL A. BOIX ROCAMORA
Wealth Management And Compliance Lawyer
ICALI 3466

DAVID LEGIER
Real Estate and Property Agent
European Professional Real Estate Agent



INTENDED BUSINESS

Selling price: euros

PROFESSIONAL FEES

Buyer: 2% Agency Fees: euros (VAT Inc.)

STEP ONE

Forfeitable deposit (earnest money contract) 10% Amount: euros

Agency Fees: euros (VAT Inc.)

Total Costs when signing the earnest money contract EUROS

Payment method: online TPV BBVA IBAN

Date of signature of the earnest money contract: / /

<https://misteralquiler.com/en/payment-management>
<https://misteralquiler.com/en/appointments>

SECOND STEP

Public purchase deed (notary): 90% of the remaining amount: euros

Means of payment: Bank transfer Bank check

Date of the public deed: / /

Attended BY:

Dated: / /

EARNEST MONEY

INTENDED BUSINESS:

Monthly rental fee: euros

PROFESSIONAL FEES:

Rental module: months; Taxable Base: euros

Tenant: % Fees: euros (VAT Incl.)

INITIAL PAYMENT:

Deposit: months euros

Initial rent: euros

Fee invoice: euros (VAT Incl.)

Total costs when signing the lease contract: euros

Payment method: online TPV BBVA IBAN

Date signature of the lease contract: / /

In the case of a rental for regular and permanent use, Mister Alquiler's professional fees are always paid by the OWNER.

<https://misteralquiler.com/en/payment-management>
<https://misteralquiler.com/en/appointments>

Attended BY:

Dated: / /

LEASING

VISIT REGISTER WITH MANDATE

In the Professional Real Estate Office of Mister Alquiler, located in Calle San Bartolomé 68, CP 03560, El Campello (Alicante), as interested party and Principal Mr./Mrs..... with DNI/NIF with telephone..... and email: I acknowledge having visited the property located at in the company of Mrs. Carol Biondi, who shows them to me in her capacity as collaborator of the professional office of Mister Alquiler, and I hereby agree to the following loyalty clause and to the provisions of Art. 1707 to 1739 of the Spanish Civil Code and other concordant clauses.

FIDELITY CLAUSE

I.- The Principal/visitor, if he/she is interested in carrying out the real estate transaction covered by this Mandate, undertakes from the signing of the present document NOT to buy or rent the property covered by this Mandate on his/her own or through a third party, without the intervention of his/her agent Mister Alquiler.

II.- If the Principal should fail to comply with this condition, he/she will have to pay Mister Alquiler the fees that the latter has agreed with the owners of the property as well as the PREMIUM services that have been requested in this Mandate. Said fees will never be less: from 3% to 5% to buy a property and from 10% to 25% to rent a property, (depending on whether it is for his/her habitual residence or for temporary use). Moreover, he/she will be responsible for any compensation for the expenses and damages caused to Mister Alquiler.

El Campello on..... of of 20.....



Andrés Cremades
Real Estate and Property Agent
G.I.P.E. N° 1428

ATRADIUS SURETY INSURANCE CERTIFICATE: N° 8-4.901.837-M

RC CATALANA OCCIDENTE POLICY: N° 8-10706708-D

REGISTRATION IN THE GENERALITAT VALENCIANA: N° RAICV 1323



SIGNATURE OF PRINCIPAL/VISITOR



If, as a consequence of the circumstances that concurred in the subscription of this contract, art. 102 of the Texto Refundido de la Ley General para la Defensa de los Consumidores y Usuarios is applicable, the consumer or user is informed that he/she has the right to withdraw from this contract without giving any reason, during the first 14 calendar days, provided that the intended contract has not been perfected through Mister Alquiler (Fohn & Legier S.L.U.).

Your personal data will be used for our relationship with you and to provide you with our services and in accordance with Art. 31 of the provisions of the Housing Act. This data is necessary for us to be able to relate to you, which allows us to use your information within the law. Your information may also be disclosed to those entities that need to have access to it in order for us to provide you with our services. We will retain your information for the duration of our relationship with you and for as long as we are required to do so by applicable law. You may contact us at any time to find out what information we hold about you, rectify it if it is inaccurate and delete it once our relationship has ended. You also have the right to request the transfer of your information to another entity (portability). To request any of these rights, you must make a written request to our address, together with a photocopy of your ID card: FOHN & LEGIER, S.L.U., C/ San Bartolomé N° 68 - Local 1, 03560, El Campello (Alicante). If you feel that your rights have been disregarded, you may file a complaint with the Spanish Data Protection Agency (www.aepd.es).



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ALQUILERES TURÍSTICOS · VACACIONALES Y ANUALES

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