

## ATTENTION, THIS IS IMPORTANT!

- 1.- This document is your tenant's non-payment **Guarantee**. For its validation, it is essential to have the supporting document of bank payment of your SEAG (SOCIEDAD ESPAÑOLA DE ALQUILER GARANTIZADO, S.A.) Guarantee up-to-date with payment.
- 2.- We recommend you **renew** this **Guarantee** during all the rental agreement time.
- 3.- In case of non-payment of the rent, you must communicate it **before the 25th of the corresponding month to the incidence**, sending an email to [garantia@seag.es](mailto:garantia@seag.es)
- 4.- You must always **communicate with us previously** any change that affects the contractual conditions of the lease. For example, changes in the rental fee price; rent update; tenant's resignation; new tenants; rental agreement's annexes, or cancellation of it. In case both parties agree on a new rent amount over 10% of the agreed initial rent, SEAG will create a new feasibility study, and depending on the result you will be able to secure the new amount of income.
- 5.- In case of proceeding to legal claims against your tenant, you must **collaborate** with us in all the procedures needed. For example, to grant powers to SEAG's professionals assigned. The breach of this point will result in the termination of the **Guarantee** agreement and the return of the payments that SEAG gave you.
- 6.- If in the following seven days before the reclamation date (non-payment of the rent communication to SEAG), the company does not receive the rental agreement signed on all its pages, the non-payment reclamation will be annulled.
- 7.- *To claim your tenant's payment of your rent, you will need to send us the **rental agreement** to [garantia@seag.es](mailto:garantia@seag.es) before the next seven days of your claim date.*
- 8.- To claim the reparation of the vandalism acts or refund its cost, there must exist a detailed photograph annexed of the state of your objective furniture to the rental agreement. This agreement must be signed by the tenants, and it must be attached at the moment this Guarantee is hired. **In the absence of this detailed photograph annexed, SEAG will not be able to be in charge of the reparation of the damages produced by acts of vandalism caused to the property. Also, not even the refund of its cost in case of being an impossible reparation.**

# RENTAL AGREEMENT

## GUARANTEE TYPE AND ADDITIONAL BENEFITS

### **INDEFINITE GUARANTEE**

**SEAG secures the payment of the corresponding amounts of the non-payment of rent to the property owner**, that even when they are established on the rental agreement, have been owed by the tenant, until the date of delivery of possession of the property, resigning SEAG as guarantor of order benefits, division, and excussion, subrogating into the position of the landlord to claim the tenant reimbursement of the amounts paid to the owner.

**This consolidation is conditioned and linked exclusively to the services included in this Guarantee for judicial and extrajudicial claims and professional mediation through specialized lawyers belonging to the legal team of the entity SOCIEDAD ESPAÑOLA DE ALQUILER GARANTIZADO S.A. (SEAG), which may be derived from non-payment of the rent of the rented property.**

**SEAG is also committed to repairing the damage caused to the property by acts of vandalism by the tenants up to a maximum of €3,000**, giving up to the benefits of order, division, and excussion, with the conditions and exclusions established in this document. SEAG is subrogated in the position of the landlord to claim the tenant the reimbursement of the amount paid to it as a result of said Guarantee.

SEAG is bound as a joint guarantor, in accordance with articles 1822 and the following of the Civil Code, being provided on a joint and several and expressly waiving the benefit of excussion. This coverage operation denominated INDEFINID GUARANTEE does not have a legal nature of insurances operation, being SEAG S.A. is not an insurance company. It is a lender of legal services and renting guarantee, so it is not supervised by the Dirección General de Seguros y Fondos de Pensiones.

The landlord, as Guarantee conceded benefactor, has the right to collect from Sociedad Española de Alquiler Garantizado S.A., with C.I.F. A70405808, in front of SEAG, that gives up to the benefits of order, division and exclusions, the amount of the quantities that to any place due to non-compliance of the tenant in the payment of rents, until the return of the property to the landlord. This is always under the provisions of this Guarantee. The terms and conditions are detailed next in function of the elected option.

**1.- OBJECT OF THE RENTAL GUARANTEE:** It is secured in terms of this agreement the payment to the landlord in an amount equivalent to the rental income of the leased property that, agreed in the rental agreement, has been unpaid. This is with the indications made before according to the hired option, as long as these non-payments had been placed after the next 30 days of the subscription of this rental Guarantee. Also, it is a necessary condition to the presentation of our Guarantee that the rented property is in conditions of habitability or to be useful, and counts with the corresponded permissions, license, certifications and/or established legal conditions to the effect. As well as it is perfectly identified both in the real estate cadastre such as the Registro de la Propiedad. The lack of horizontal property will not be an obstacle to formalizing the Guarantee, if the rented property is fully and individually identified.

In case of the guaranteed property is a house, the agreement time will be followed by the provisions contained in article 9 of the Ley de Arrendamientos Urbanos: minimum term of five years when the landlord is a natural person, and seven years if the landlord is a legal person. In case of the agreement is less time, the obligatory annual prorogation will be contemplated in the rental agreement, until the deadlines indicated above are met.

In any case, the landlord is going to be obliged to reimburse SEAG for the amount or amounts received from it in the concept of unpaid rent in case of the debtor lessee made the payment of some amount for the same concept in that period; likewise, he will be obliged to make such a refund in the event of receiving these amounts from any other natural person, legal entity or public or private entity, including public administrations, that makes the payment of the amounts owed on behalf of the lessee.

**SITUATIONS NOT COVERED BY THE GUARANTEE: It is expressly excluded from this solidarity Bail for non-payment of rent when:**

- a) When **the non-payment, total or partial, is legitimized by legal provision or administrative resolution** (police or government) or legal decision.
- b) When the non-payment of rent is a consequence of the deprivation of the use or access to the leased property that has been ordered directly by a judicial authority or a police or administrative seal. **The time that the property remains sealed is not going to be covered by this Guarantee.**
- c) When the agreement does not comply with the legal requirements of the current legislation, specifically in the Ley de Arrendamientos Urbanos. Also, not even when the rental agreement in any of its clauses is declared null partially or totally, or it is carried out in fraud of law.
- d) When the total or partial non-payment of the rental rent is a **consequence of the loss of habitability or use of the property**, whatever the cause, be it water damage, theft, or any damage that affects the solidity of the property or makes habitability impossible, its usual occupation and use specified in the rental contract.
- e) When total or partial non-payment is the result of a **conflict before contracting this rental guarantee** between the landlord and the tenant.
- f) **When the personal data of the tenants and/or guarantors reflected in the urban lease contract do not coincide with those used (provided by the landlord, tenant, and/or guarantor) to carry out the study of said Rental Guarantee** and whose data is recorded, included in the Guarantee request sent to SEAG for approval.
- g) In case of not fulfilling any of the conditions of the Guarantee, or in case of reservation, inaccuracy, or intentionally false statement by the lessor and/or third person on behalf of the lessor, in relation to the bases of this Guarantee or any of its sections, SEAG will be released from the payment of the compensations established in this Guarantee.
- h) When the lessor does not notify SEAG of having received amounts from the lessee on account of the pending rents, or does not notify that they have received the keys to the property.
- i) When the landlord refuses to receive the rental income or the delivery of the keys and possession of the property.
- j) When the property owner **refuses to provide the documentation related to the lease, which SEAG requires for the correct processing of the claim.** Also, when the property owner, administrator or representative prevents, or seriously hinders the judicial or extrajudicial actions directed by SEAG's lawyers in the actions to resolve the rental contract breached by the tenant.

k) When the damages or causes attributable to them are the responsibility of the property owner.

**l) When the property lacks or has the total or partial loss of the legal conditions of habitability in the case of homes or conditions of use in the rest of the properties.**

m) When the non-payment of the rent has occurred after a deferred payment agreement of the monthly payment between the landlord and the tenant that is not stated in the lease, and the modification of the rental agreement has not been accepted -prior and in writing- by SEAG. In other words, **SEAG will not guarantee non-payment of rents derived from agreements between the landlord and the tenant or guarantor that have not been expressly authorized in writing by SEAG.**

n) When -due to extraordinary circumstances- the normal functioning of the State, Autonomous Community, or municipality is altered, for as long as said exceptional situation persists.

o) In case of the lessor refuses to reach agreements that prevent, hinder, or make it impossible for the lessee to pay the rent, having as a reference in the agreements the equivalent of the total amount deposited as deposits and additional warranties. In case of contracting the "PLUS/SIN\_CARENCIA" service, if the Landlord proves that in the lease contract, it has been agreed that the additional Guarantees have a legal purpose other than non-payment of rent, SEAG will not proceed to agreements that involve deducting said deposits from the amount owed by the tenant.

**p) When it is a short-term rental, for tourist use, or for a home whose lease term is shorter than the provisions of the Ley de Arrendamientos Urbanos,** (minimum term of five years when the lessor is a natural person, seven years if the lessor was a legal person).

q) When the non-payment of rent occurs within the first 30 days from the subscription of the Guarantee.

r) When with the lease in a situation of non-payment and the lessor (owner or usufructuary) has died, the compensation for non-payment of rent will be suspended and payments will be stopped. This suspension is until SEAG get notified of the acceptance of inheritance of whoever succeeds (subrogation) to the lessor in the lease and consequently in the rights and obligations of this guarantee.

**s) When the property is sublet (totally or partially),** except in case of the lessor (client) has contracted the **ADDITIONAL BENEFIT PLUS.**

**2.- GUARANTEE BASES:** Sociedad Española de Alquiler Garantizado S.A. (SEAG) has taken into account the assumption of the Guarantee, which in turn are necessary conditions for the granting of the same, are the following:

- The declarations made by the tenant and landlord in the documents that have been completed, subscribed, and delivered, which veracity and exactitude in all its paragraphs, constitute an essential requirement for the granting of the Guarantee. SEAG will carry out an analysis of the rental guarantee, using the information/documentation provided by the Lessor regarding the tenants and/or guarantors, and will assume the responsibility of verifying the authenticity of said documents. SEAG will carry out an analysis of the Rental Guarantee, using the information/documentation provided by the Lessor regarding the tenants and/or guarantors and will assume the responsibility of verifying the authenticity of said documents. Subsequently, the result of the analysis will be communicated in writing, confirming the approval of the operation before the formalization of the guaranteed contract. When any change occurs in the legal relationship arising from the guaranteed lease contract, which affects the obligations and

rights of the parties (lessor and/or tenant), the Lessor must notify SEAG in writing. This is so that SEAG can carry out a new analysis of the Guarantee and confirm, also in writing, the approval of the operation. All of this must be carried out before making any modification to the contract.

- **SEAG will pay the Landlord** or Guarantee payer **the amount determined for unpaid rents by the tenant**, set within a period of thirty days from the first non-payment and with a grace period from the date of notification of the incident unless the landlord has hired the additional benefit "PLUS/SIN\_CARENCIA". **Payments will be made in arrears, on the first 5 days of the following month.** As an example, if the tenant did not pay the month of January, and this incident was reported before January 25, this monthly payment would be considered a deficiency, and SEAG would pay the February monthly payment on March 5. If the communication of non-payment was after the 25th of the month, the deficiency would become February and SEAG would pay the monthly payment for March on April 5.
- In case of intervention of a lawyer and court solicitor were necessary, the lawyers and solicitors of the Courts of SEAG's specialized legal team would be exclusively in charge of bringing the appropriate legal actions to resolve the tenant's non-compliance. Once the Guarantee is granted, and the compensation payments have made by SEAG to the property owner, all the amounts recovered from the tenants SEAG will take over them. In case any of the breaches described above in the object of this agreement occur, the landlord, through legal actions filed by SEAG's lawyers, must request the judicial and/or extrajudicial resolution of the rental contract for non-compliance. of the same. The calculation to determine the amount for non-payment of rent is made by days, not by months. This agreement will not take effect if there has been any non-payment or delay in rent payment by the tenant before the signing of the Guarantee request.

In a situation of incidence of non-payment by the tenant, the deposits deposited by the tenant will be used to compensate, firstly, non-payments, secondly, damages due to acts of vandalism, and thirdly any other damage or agreed compensation.

**3.- VALIDITY:** This Guarantee will be operative from its concession and will have 12 months of validity from the start of the lease. In case of anticipating the end of the rental agreement, the contractor will have, after a minimum efficacy of 6 months, the right of a bonus of the amounts paid and not used on a new Guarantee agreement or the return of this same amount with a surcharge of 6 euros for bank commissions and management expenses. If any of the parts communicate with the other one the will of ending the Guarantee, with a notice of 30 days before ending the initial term, or any of its extensions, the validity term will be automatically renovated in a new term of 12 months, and the same with each one of its renovations. During the Guarantee renewals, no type of credit evaluation of the tenants and/or guarantors is carried out. However, if the lessees improve their financial situation compared to the initial one and decide to voluntarily provide updated documentation, SEAG will recalculate the initial price of the Guarantee downwards. In the case of, in application of the Guarantee, compensation payments have been made to the lessor, this Guarantee must be necessarily renewed until the property is recovered, to continue benefiting from the contracted services. Since the Guarantee is in default of payment, it is mandatory to renew the Guarantee by both parties, since SEAG covers indefinitely the monthly non-payment by the tenant. Once the property possession has been recovered, it will not be necessary to continue with the renewal of the Guarantee, and the Landlord will have the right to a refund of the amounts paid and not enjoyed under a new Guarantee contract or to its return.

**4.- AMOUNT:** This bail has an onerous character, and the cost of this will be annual and will depend on each tenant / guarantor solvency study: starting from 3% of the annual rent. The renovation of the successive years will result from calculating the amount resulted by the annual rent, accounted with the increase in the IPC or

the index that is applied under current regulations. These prices can get higher in function of the qualification of the risk profile of the tenant up to a maximum of 5% of the annual income in homes and 6% of the annual income in properties for other use than habitual residence, and it will be agreed before signing the Guarantee.

**5.- METHOD OF PAYMENT:** The payment will be made by **domiciled receipt in the guarantee payer or lessor's bank account (never the lessee's)**, which is provided in the document requesting the Rental Guarantee. In the same way, the successive extensions of the Guarantee will be carried out by direct debit thirty days before its expiration. **The validity of this Guarantee is totally conditioned to the fact that the lessor (client) has actually paid the receipt corresponding to the Guarantee issued by SEAG**, losing its validity and not obliging SEAG to guarantee the lease for a longer period in case of the first formalization was not paid, or if any of the subsequent renewals had not been paid or were pending payment at the time of non-payment by the lessee. Also, even after the non-payment of rent, the lessor stopped paying the receipt corresponding to successive renewal periods of the Guarantee. In this case, the direct debit of payment of the Rental Guarantee will be in the bank account of the tenant and/or guarantor.

**6.- PROCESSING OF THE PAYMENT OF THE AMOUNTS SECURED AND LEFT OWED BY THE TENANT:** During the Guarantee validity, the landlord will be compensated for any non-payment by the tenant of the rents agreed in the rental contract and as established in this Guarantee. **To proceed with the payment, the tenant must request it directly from Sociedad Española de Alquiler Garantizado S.A. (SEAG)**. This request must be sent by email to [garantia@seag.es](mailto:garantia@seag.es). The maximum date that Sociedad Española de Alquiler Garantizado S.A. must receive the request for collection of the guaranteed amount, and the claim for breach by the tenant of the rental agreement, will be the **25th day of the month of breach. In case of not having provided the rental agreement at the time of contracting this Guarantee, you will have seven days from the notification of the payment request to send the rental agreement to [garantia@seag.es](mailto:garantia@seag.es)**. The sending of the rental agreement for the claim and processing of non-payment is the sole responsibility of the tenant. Sociedad Española de Alquiler Garantizado S.A. (SEAG) is only responsible once it has been received and is in its possession, empowering SEAG to receive and/or manage the amounts owed by the lessee, subsequently making them available to the lessor. In case the Landlord presents the required rental agreement to process the non-payment after the deadline, he loses the right to compensation for the non-payment of that rent, corresponding to the compensation for the following month's rent.

**7.- DUTY OF COLLABORATION:** In accordance with the provisions of the article 1258 of the Civil Code, it is established that the landlord will be obliged to provide Sociedad Española de Alquiler Garantizado S.A. all documentation is necessary to carry out the judicial or extrajudicial claims of the outstanding amounts; In addition, it will grant general power of attorney for lawsuits, within a maximum period of fifteen (15) days, from the request made by SEAG, with special resignation powers, transaction and perception of amounts from legal proceedings to the professionals designated by Sociedad Española de Alquiler Garantizado S.A., and the landlord will collaborate in whatever procedures are necessary at the request of SEAG. In case, for reasons attributable to the notary's office, it is not feasible to schedule the notarial appointment within a period of fifteen (15) days from your request, SEAG will be notified of the date assigned at the notary's office for granting the power, to extend the said period. The failure to comply with this obligation, it will result in the termination of the contract and the immediate cancellation of the Guarantee and all its benefits, the tenant having the right to receive the payment of the proportional part of the period not covered by the cancelled Guarantee, as well as the obligation to pay the expenses incurred in the procedures for managing your incident and the return of the amounts received up to that moment. Also, it would be a reason for the Guarantee cancellation and obligation to be repaid by the landlord, all the amounts paid by SEAG when reporting a default and filing a lawsuit, it is agreed by the landlord and/or it is presented in court an extrajudicial or extracontractual agreement (whether contractual or extra-contractual) between the landlord and the tenant that prevents, hinders, waives rights or makes the aforementioned judicial claim unfeasible and/or prevents, hinders, or

compromises the viability of judicial enforcement of the amounts totally or partially owed by the lessee and that have been previously paid (compensated) to the lessor by SEAG.

**8. SUBROGATION:** Once compensation payments have been made by SEAG to the landlord, **SEAG will be subrogated in the position of the creditor (landlord) against the debtor (tenant and/or guarantor) in all their rights** following the articles 1838 and 1839 of the Código Civil and articles 17 and 540 of the Ley de Enjuiciamiento Civil. By virtue of this right of subrogation, SEAG has the right to recover (from the lessee and/or guarantor) all monetary debts, legal costs and interests, fees, and expenses that SEAG has incurred, as well as amounts corresponding to damages paid to the lessor. SEAG may recover the amounts owed by subrogating itself to the lessor's legal and procedural position (through the assignment of credit) or simply collecting the amounts that result from the monetary recovery, whether judicial or extrajudicial.

**9. EXPENSES IN JUDICIAL PROCESSES:** **The payment of interests and costs accrued by the judicial resolution corresponds to SEAG** (Sociedad Española de Alquiler Garantizado S.A.). The landlord must facilitate the necessary or convenient procedures so that the collection of the amounts object of the credit can be made effective by SEAG.

**10. LEGAL DEFENSE:** **SEAG will professionally and exclusively assume the client's legal defense, through its own legal team and professional mediation, as well as its network of specialized lawyers and Court Attorneys**, excluding any other lawyer and attorney that are not part of the SEAG legal team. SEAG will also pay the fees and expenses of the necessary notifications and requirements and will have complete freedom to decide the legal and procedural strategy. Once the leased home has been recovered and made available to the landlord, SEAG will decide to continue the judicial process to claim the amounts owed from the tenant. If the judicial proceeding to claim rents had been initiated, as a result of a communication of non-payment by the landlord, which was not true or whose declaration of pending debt is inaccurate, false and is judicially declared inadmissible, in case that there is a pronouncement and sentence in costs, these will be borne by the lessor without the possibility of reimbursement by SEAG. If the Lessor decides to initiate legal action against the tenant, whose legal defence is not included in the SEAG Guarantee, it must notify the SEAG legal department and obtain, in advance, authorization from SEAG to carry out said legal actions.

**SEAG will not cover the expenses and will not pay fees or fees for legal services (Attorney, Court Attorney) made by professionals who are not part of SEAG's specialized legal team.**

**SEAG will not cover those litigations whose amount is less than the equivalent of a complete monthly payment of the rental income** unless the lessor has contracted the additional benefit "PLUS/SIN\_CARENCIA".

**11. DAMAGES OF ACTS OF VANDALISM IN THE PROPERTY:** This benefit reaches the damages to the property object of the Guarantee, produced by the tenant's acts of vandalism, and **for a maximum of €3.000** in the undefined Guarantee. Specially trusted professionals appointed by SEAG will assess the damage, which once quantified, will be repaired by professionals sent by SEAG, who undertake to send a repair man to your home. In case of disagreement by the Lessor with the professional assessment carried out by SEAG, SEAG undertakes to carry out a PHOTO-PERITATION of the damages through an accredited expert, both with regard to materials and workmanship. **In any case, SEAG will financially compensate the subscriber of this Guarantee unless the damaged item is impossible to repair** or this is considered excessively onerous by the company, in which case SEAG will personally take charge of the acquisition of the damaged item of similar characteristics, not indemnifying with any financial amount. In case of the damaged item is beyond repair, SEAG will personally pay for another similar one. This benefit will be maintained even if the lessee has complied with his payment obligations on time.

**There are expressly excluded from this Guarantee, the damages caused as a result of wear and tear, or normal use of the rented property covered by the Guarantee.** THE ONLY FURNITURE OF THIS BENEFIT ARE THOSE THAT FORM AN INTEGRAL PART OF THE PROPERTY (built-in furniture, kitchen furniture, oven, smoke extractor). EXCLUDING THE REST OF PROPERTY FURNITURE WHICH ARE NOT THE SUBJECT OF THIS GUARANTEE.

In those cases in which there is a deposit or rental bond, that amount will be used to cover the cost of damage caused by acts of vandalism.

**CAUSES FOR WHICH DAMAGES WILL NOT BE ASSUMED:** This compensation service for damages by acts of vandalism is expressly excluded, and it will NOT apply if any of the following assumptions are met:

- a) If a **photographic annex is not incorporated into the rental agreement** and signed by the tenant at the time of contracting this Guarantee. **The landlord will have a maximum of 15 days from the contracting of this Guarantee to provide this photographic annex duly signed by both parties.** After that period, SEAG will not guarantee any damage caused to said home.
- b) When the communication of the damages is given 10 days from the possession of the property rented by the landlord.
- c) Not having the Guarantee operative and up to date with payment when it is notified the damages by acts of vandalism.
- d) If the damages are not formally accredited at the time of recovering the property. The formal accreditation must be verified through documentary evidence: photographs, video, or the act of judicial diligence of release or recognition by the tenants of the damages caused.
- e) Damages caused by the normal use of the property.
- f) Defects of the construction materials of the property.
- g) Broken glass, mirrors, and home appliances.
- h) Replacement of locks, plunder, robbery, or theft.
- i) Regular maintenance jobs.
- j) Defective conservation due to lack of maintenance.
- k) Vices for construction purposes.
- l) Damages caused by third parties or persons not expressly identified in the rental agreement, unless the additional benefit "PLUS/SIN CARENCIA" has been contracted.
- m) Damages or expenses of any nature caused as a result of paint, scratches, scratches, scrapes, scrapes, holes, sticking of posters, and similar facts that are not acts of vandalism.
- n) In case the landlord and/or a third person on behalf of the landlord signs the termination document of the rental agreement and delivery of keys, in which it is confirmed that the house is in good condition, or the impossibility of claiming for any concept related to the lease contract is manifested.
- o) In case the landlord or third-party proceeds directly to its repair, since the Guarantee does not have any compensatory nature.
- p) In case of the landlord has a home insurance or damage insurance contract with an insurance company from which to claim the claim, SEAG's lawyers and professional mediators will assume the legal defense of the legal claim against the direct civil liability of the damages.

**12. HOUSE EVICTION:** In case of eviction of the guaranteed property, **SEAG will be responsible for the costs of locksmithing** that involves changing the lock. Excluding any type of arrangement on the access door or damage caused by forcing in the exercise of access to the property. The locksmith will be chosen by SEAG based on his special confidence and professionalism.



**13. CANCELLATION:** The contracted Guarantee will be cancelled and the landlord must assume the expenses originated in the legal proceedings if any of the following cases occur:

- a) **In case the landlord reaches an extra-contractual or extrajudicial agreement with the tenant without the knowledge and prior written acceptance by SEAG.**
- b) **When any change occurs in the legal relationship arising from the guaranteed lease contract, and that affects the obligations and rights of the contracting parties (landlord and/or tenant) without SEAG's prior written knowledge.**
- c) **When once a legal claim has been filed, the contracting landlord unilaterally waives not to continue with the legal claim procedure, in any of the phases of the procedure.**

**This resignation to end the judicial procedure will imply the obligation to return all the amounts paid by SEAG, both in terms of rent and the expenses disbursed in the judicial process.**

**14. FREEDOM TO EXTEND THE GUARANTEE:** Once the first year of guaranteeing the lease has elapsed and there is any non-payment situation, both SEAG and the lessor may unilaterally waive the renewal of the Guarantee. Specifically, SEAG reserves the right to extend the Guarantee contract and entrenchment the lessor. This extraordinary decision will be adopted when the lessor's actions are contrary to contractual good faith and are due to a breach that harms the legitimate interests of SEAG or the contracted Guarantee. The refusal to extend the Guarantee contract will be reliably communicated by the resigning party, respecting the provisions of article 1.254 and the following articles of the Civil Code.

**15. PROTECTION AGAINST THE OCCUPATION:** After recover the property (delivery of the keys), whatever the cause (whether due to the termination of the rental contract, due to the eviction or withdrawal of the rental contract by its tenants), and while the guarantee of SEAG will continue to guarantee (included in the price of the contracted guarantee and at no additional cost), the provision of legal services in the event of illegal occupation of the property, **during the THREE MONTHS following the recovery of possession of the property.** SEAG will carry out this legal protection service through its own legal and professional mediation team, as well as its exclusive network of specialized lawyers and Court Attorneys who will professionally and exclusively assume the legal defense of the client, with the exclusion of any other lawyer and solicitor who is not part of the SEAG legal team.

The following are expressly excluded from this protection coverage against squatters:

- A) The payment of rents during the time that the property is illegally occupied.
- B) Any type of damage or patrimonial loss suffered by the client.
- C) Damage to the property owner's possessions or the whole property, whatever its origin or person responsible.
- D) Any expense incurred because of the change of locks due to the release.

**16. WITHDRAWAL RIGHT:** The Client may, at any time, disassociate himself from this Guarantee contract, leaving it without effect. To do this, you must communicate your decision in writing, attaching a photocopy of your ID and/or company CIF, as well as complete, sign, and send the withdrawal form to SEAG, through the email address: [garantia@seag.es](mailto:garantia@seag.es). This Withdrawal will not operate on the rights acquired by SEAG related to

payments or compensation made to the client while the Guarantee is in force. **The rights of recovery and subrogation in creditor positions will continue to be held by SEAG until the moment in which it recovers all the payments and costs incurred while the guarantee is in force.**

17. **ROOM RENT:** When contracting the indefinite Guarantee for rooms, SEAG will pay the unpaid rent by the tenant, agreed in the room rental contract. It is an essential condition:

- 1) That the rented room is in habitable or useful conditions, and it is integrated into a home that has the corresponding permits, licenses, certifications, and/or legally established conditions for the use of the house or apartment.
- 2) That the rented room integrated must be perfectly identified in the real estate cadastre and the property registry.
- 3) That the rental contract must identify and describe the specific room rented regarding the rest of the rooms in the house and must be graphically defined through a plan or sketch of the house, and a necessary photographic annex included that allows to identify it and differentiate it from the rest of the rooms and spaces in the house.

**The Guarantee does not include non-payment of supplies.** The price of the Guarantee will be annual and will depend on each **solvency study**.

In case of early termination of the rental contract, the contracting party will have, after a minimum effectiveness of 6 months, the right to a bonus of the amounts paid corresponding to the period not enjoyed.

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### **ADDITIONAL BENEFITS**

- **PLUS:** by contracting this PLUS BENEFIT, the property owner will have the following benefits:

- **NO GAP:** This optional presentation eliminates the no gap in coverage month agreed in the basic conditions of the Indefinite Guarantee. If there is a non-payment and when contracting this additional benefit, SEAG will pay the unpaid month immediately, and a maximum of 3 calendar days from the notification of the non-payment; in case of partial non-payment, SEAG will pay the unpaid amount. Once there is a non-payment of rent, SEAG will pay the monthly rent within the first five days of each month until the property owner recovers its full possession, or the non-payment of rents are regularized. This provision will have an additional cost annually established in the particular conditions in each specific Guarantee of the client on the annual rent.
- **SUBLEASING:** SEAG guarantees non-payment of rent in case of total or partial subleasing of the property.
- **AGAINST "OKUPAS":** SEAG also guarantees the payment of rents to the owner that are bear while the rental contract is active, even when the property has been illegally occupied by third parties, in cases of illegal occupation during the eviction judicial process, whatever the cause, and when the rental Guarantee is active until the recovery of the property. Likewise, damages due to acts of vandalism that have been produced by squatters or persons outside the lease.

The cost of this benefit corresponds to 0,25% of the annual rent added to the price of the Guarantee.

- **Punctual payment:** by contracting this ADDITIONAL BENEFIT, SEAG will pay the rent agreed in the rental contract and guaranteed directly to the landlord on the first day of each month, even in case of non-payment of rent by the tenant. If there's a non-payment by the tenant, SEAG will inform the owner, who must collaborate and provide all the documentation required by SEAG to proceed to claim the unpaid amounts from the tenant. The rental contract must necessarily reflect that the form of payment will be by bank draft in the first five days of each month. SEAG will send the bank receipt of the rent to the tenant, with the landlord and tenant authorization. The cost of this benefit corresponds to 2% of the annual rent added to the price of the Guarantee.

- **Installment payment:** by contracting this FORM OF PAYMENT, the landlord may pay the price of the annual guarantee every month (12 months). This monthly payment obligation will cease to occur in any of the following cases:

- Non-renewal of the annual guarantee.
- In case of termination of the rental contract by mutual agreement with the delivery of keys to the property.
- Once the eviction procedure is completed, and the landlord recovers the possession of the property.

This benefit costs 0,25% of the annual rent added to the price of the Guarantee.

- **UNPAID SUPPLIES:** by contracting this **ADDITIONAL BENEFIT**, SEAG will resolve the non-payments that the tenant may have generated in electricity, water, and/or gas supplies, exclusively through the lawyers and professional mediators of SEAG's legal team, as long as the rental contract has been terminated with delivery of possession to the landlord. The supply point must coincide with the exact address of the rented home, and SEAG will pay as a maximum and global limit the total amount of 1,500 euros for all supplies and for all items. If these non-payments occur, SEAG will be responsible for satisfying these debts with the creditor company. SEAG does not cover registration of new hires, sanctions, installation bulletins, or any other expense associated with supplies. This benefit will have a cost of 0.25% of the annual income, per year, which will be added to the cost of the Guarantee. **To enjoy this benefit, it is an essential condition that the owner of these supply contracts is the tenant who owns the rental contract or, failing that, a cohabitant of said leased property. Otherwise, this benefit will have no effect.**

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## **DATA PROTECTION**

According to [Ley 3/2018, de 5 de diciembre](#) of Protección de Datos Personales y Garantías de Derechos Digitales, y Reglamento (UE) 2016/679 of Europe Parliament and the Council of april 27, 2016, related to the protection of people regarding the processing of personal data and the free circulation of this data, we inform you that the data collected in this document will become part of a file owned by the company, and it will be transferred to companies collaborating with the only purpose of carrying out feasibility and patrimonial solvency studies and compliance with monetary obligations regarding the lease of real estate. At any time you can exercise your A.R.C.O rights to the processing of your data, as well as withdraw the consent given and/or make allegations before the control authority, contacting SOCIEDAD ESPAÑOLA DE ALQUILER GARANTIZADO S.A. located at Paseo Lorenzo Serra, 10, 4th floor of Santa Coloma de Gramenet (Barcelona) attaching a photocopy of the ID or supporting document or by email to [lopd@seag.es](mailto:lopd@seag.es).

**V.20240423**

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**Sociedad Española de Alquiler Garantizado S.A., C.I.F: A-70405808,  
Inscrita en el Registro Mercantil de Barcelona Hoja B-546910, Tomo 47274, Folio 128.  
Pº Lorenzo Serra 10, 4º planta, 08921 Santa Coloma de Gramenet (Barcelona)**

# Benefits of Indefinite Guarantee

For all types of properties (houses, bedrooms, stores, offices, warehouses, garages, and plots.)



## SEAG is more than a rental Guarantee.

With SEAG, you will have a team of lawyers and administrative and legal procedures against the non-payment of a defaulter tenant. SEAG defends your rights.

## Rent easy, SEAG responds!

This rental Guarantee will be renovated annually. In case of you do not want to do this renovation, you must send us a communication to [propietarios@seag.es](mailto:propietarios@seag.es).

The damages in the place will be repaired as long there are considered acts of vandalism by the tenant. In case of damages made in the house by the normal use or wear, these will not be repaired or compensated, because they do not represent acts of vandalism, otherwise home wear.

All these benefits will be accomplished in case of non-payment of rent by the tenant.

BENEFITS	INDEFINITE GUARANTEE
Rent Guarantee	Yes, until the house is recovered.
Legal defense	Yes, SEAG's lawyer will be in charge of your legal claim.
Damages by acts of vandalism	Yes, reparations and, if it is not possible the repair, the damaged furniture will be replaced by another of similar features.
Telephone legal counseling	Yes, without query limits.

## Prices Indefinite Guarantee

Indefinite Guarantee from 3% of the annual contractual rent.

### **Examples:**

For a rent of €600/month (€7.200/year) from 216 €/year.

## Benefits

- *We guarantee your rent payment until you recover your home: monthly payment with a grace period of one month, and without waiting for a sentence.*
- *Legal defence. We will professionally and exclusively assume the legal defence of your interests through our specialized legal team, as well as the expenses derived from the claim for non-payment.*
- *Repair of damages caused by acts of vandalism to the property up to €3,000. It is essential to attach to the rental agreement a detailed photographic annex of the home signed by the tenant, which demonstrates the state of the property at the time of signing the rental agreement to verify possible acts of vandalism subsequently produced by the tenant in the property.*
- *Protection against okupas. We will take care of the entire judicial process against the illegal occupants of the property during the following three months after the end of the rental Guarantee.*
- *Telephone legal advice to solve all your doubts and have support for your legal incidents.*



**Rent easy, SEAG responds!**