

DISTANCE LEASE AGREEMENT

PARTIES TO THE AGREEMENT

This lease agreement; Villacansu Kalkan (the lessor) and the real and legal persons (tenant) who rent the residence subject to the reservation for a certain period of time through reservation, for the purpose of renting the real estate on the internet.

SUBJECT AND SCOPE OF THE AGREEMENT

1-) This distance lease agreement (Contract) has been drawn up in accordance with the Turkish Code of Obligations (Law) and the Regulation on Distance Contracts. The parties to the contract accept and declare that they know and understand their obligations and responsibilities arising from the Law and the Regulation on Distance Contracts under this contract.

2-) The subject of this contract; www.villacansukalkan.com owned by the tenant, VillaCansu Kalkan. com official website in the electronic environment, the following qualifications, rental fee is specified in the rental and delivery of the holiday residence Law and the provisions of the Regulation on Distance Contracts is to determine the rights and obligations of the parties.

3-) The lessee, the lessor's name, trade name, address, telephone and other access information, the characteristics of the vacation home subject to renting, the rental price including taxes, the rental period, the payment method, the delivery conditions of the housing, the preliminary information about the rented vacation home. and the use of the right of "withdrawal" and how

to use this right, the official authorities to which they can submit complaints and objections, etc. It accepts and declares that it has been informed by the lessor clearly, comprehensibly and in accordance with the internet environment, confirms this preliminary information in electronic environment and then gives goods and orders in accordance with the provisions of this contract.

4-) The preliminary information (cancellation conditions, confidentiality conditions) on the [https:// villacansukalkan.com](https://villacansukalkan.com) site and the Reservation Form requested by the tenant and prepared upon approval by the lessor are integral parts of this contract.

RESERVATION, PAYMENT AND RIGHT OF WITHDRAWAL

1-) The tenant has the opportunity to make a pre-reservation via the reservation form on the website www.villacansukalkan.com, SMS, telephone or e-mail. Following the pre-reservation, reservation confirmation will be provided by the lessor through the communication tools notified by the lessee. If the confirmation is provided, the pre-lease process will be realized.

2-) Within 2 (two) business days from the completion of the pre-lease process, 35% (Thirty-five) of the total rental price will be made by wire transfer, EFT and credit card over the website. If the prepayment in this article is not made in due time, the reservation will be deemed not to have been made and the contract will expire automatically, and the lessor will use the right to receive a new reservation for the residence in question.

3-) If the prepayment is received by the lessor, a written reservation confirmation will be sent to the lessee within 2 (two) working days at the latest. The consent form in question; It includes the payment details including the total rental fee and the prepayment amount, the information about the rented house, the information about the tenant and the entry and exit dates of the house.

4-) The total rent, excluding the prepayment, will be paid to the lessor in cash (in cash) at the latest on the delivery date of the holiday home to the lessee. If this price is not paid, the delivery will not be made and the entire rental price will be requested from the tenant.

Material and moral damages incurred by the lessor due to the tenant's failure to pay and refrain from paying will be claimed from the lessee.

5-) The lessor can cancel the reservation before the beginning of the rental period, upon the approval of the lessor, by showing a reasonable reason and notifying in writing.

6-) In case the rent is not paid on the dates specified in this contract, rediscount advance interest will be applied to the rental price and will be collected from the tenant. The lessor reserves the right to cancel a reservation or to receive a new reservation. In this case, the prepayment fee will not be refunded.

7-) The right of withdrawal by the tenant cannot be exercised since this contract is related to the accommodation and leisure time for entertainment or rest, which must be made on a certain date and period in accordance with the Regulation on Distance Contracts. It is assumed that the tenant knows this issue.

DELIVERY OF THE HOUSING (ENTRY-EXIT)

1-) The delivery date of the holiday home is the date on the reservation form unless a written document is presented to the contrary.

2-) For the compensation of damages, losses and damages that may occur in the holiday residence on the delivery date, the lessor shall collect the deposit amount in cash, in accordance with the characteristics of the holiday residence. At the time of return of the holiday home, the lessor will control the damage, loss and damage to the residence, and if it is determined that no damage, loss or damage has occurred, the deposit will be refunded to the tenant. (Due to congestion, the deposit will be refunded to the bank account to be notified by the tenant within a reasonable period of time.) If it is determined that there is damage, loss or damage to the residence during the controls made by the lessor, the expenses will be deducted from the deposit. In case of an expense exceeding the deposit amount, the tenant is responsible for the excess amount and this amount will be collected from the tenant.

3-) The entrance time to the residence subject to this contract will be at the earliest 16:00 on the starting day of the rental, which is stated in the reservation form, and it will end at 20:00

at the latest. It is not possible to enter the residence without the consent of the lessor outside of the specified hours, and it is important to comply with the said hours. If the said hours are not followed, the tenant will be able to enter the residence at the starting time of the next day.

4-) Accommodation, eating and drinking, security etc. caused by not complying with the said hours. The lessor cannot be held responsible for the problems, and the tenant cannot make any demands from the lessor in this regard.

5-) The return time of the house is 10:00 at the latest, and the tenant is obliged to pay the damages incurred by the lessor due to the late evacuation or the failure to vacate the house at this time. For this reason, you are kindly requested to adhere to these hours.

6-) The tenant who wants to leave the house before the date specified in the reservation form must notify the lessor 24 hours in advance. If the tenant leaves the holiday residence voluntarily, no refund will be made.

OTHER PROVISIONS

1-) The maximum person capacity for the holiday residence is specified on the website by the Lessor. No more people will be accepted than the specified capacity and the number on the reservation form, and this number also includes children and infants. In case of non-compliance with the said rule, the excess number of people will be asked to leave the residence or an extra fee will be charged.

2-) If a change is requested in the number of people after the reservation is finalized, then the change will be made if the tenant notifies the lessor in writing and the lessor approves the new number of people. In this case, the lessor's right to charge for the excess shall be reserved.

3-) In case of contrary to the provisions of this article, the lessor has the right to vacate the residence, cancel the reservation and demand extra fees from the tenant.

4-) It is kindly requested that the number of persons in the reservation form sent to the tenant by the lessor is checked immediately by the tenant and if there is an error, the lessor is notified within the same day in order to avoid any victimization.

RIGHTS AND OBLIGATIONS OF THE LESSOR

1-) The lessor is obliged to deliver the holiday home to the lessee in a condition suitable for the intended use on the agreed date.

2-) The Lessor (Villacansu Kalkan) is the owner of the house and is obliged to issue an invoice to the Lessor.

3-) Rental prices include entrance cleaning and weekly cleaning for stays of 2 (two) weeks or more. Pool, garden maintenance, etc. In such cases, the lessor is not responsible, the faults and deficiencies will be corrected by the owner/possession of the real estate. In such maintenance cases, the tenant will allow the assigned personnel to enter the residence.

4-) Damaged, defective or unusable items in the residence should be reported to the lessor immediately by the tenant. The lessor shall contact the owner/owner of the immovable in order to resolve the said request and ensure that it is removed within 48 hours at the latest. The lessor is not personally responsible for the elimination of the problem and undertakes to help. The lessor cannot be held responsible for any undeclared problem and no rights can be claimed by the tenant.

5-) Tax, license, etc. related to the rented house. The responsibility for the liabilities will be resolved between the lessor and the owner/possession of the real estate and will not be reflected to the lessee. Electricity, water, internet, natural gas etc. Invoices belong to the lessor.

6-) The lessor, theft in the residence, drowning in the pool, falling, arm / leg, etc. limb fracture, fire etc. is not responsible for disasters and negativities. (After the necessary records and matters are examined, as a result of not creating any intentional situation) Tenants are kindly requested to take precautions in these matters.

7-) What services are offered in the residence within the scope of this article should be carefully examined by the tenant on the website and determined.

RIGHTS AND OBLIGATIONS OF THE TENANT

1-) The holiday residence cannot be used other than for rental purposes.

2-) The tenant is obliged to repair the damages caused by his own fault and to take all necessary and personal precautions during the stay.

3-) The Tenant accepts and undertakes that the information he has declared in the reservation form and in the contracts is true, up-to-date and valid. During the entrance to the residence, the identity information of the tenants will be asked and action will be taken against those who provide false and false information.

4-) Tenant; It is obliged to use the holiday residence, its annexes, and the accessories that are integral parts carefully and cleanly, and to return it in a clean and sound manner at the time of delivery. In cases such as breaking, dismantling, relocating any area in the residence, or making repairs other than the authorized service, the cleaning fee will be deducted from the deposit amount received from the tenant and will be requested from the tenant by the lessor.

5-) The tenant is obliged to inform the lessor immediately in case of any damage to the residence. The tenant is obliged to repair the damages caused by his own fault. In the event that the next reservation is canceled or delayed due to the repair of the damage based on the fault of the tenant, the tenant is obliged to pay the said price.

6-) During the rental period, the tenant must take care to make accommodation in accordance with the general morality, law and customary rules of the society, in a way that does not harm or disturb the society. The lessee is personally responsible for the acts of crime or misdemeanor and no legal/administrative/criminal responsibility can be imposed on the lessor.

7-) The tenant must act within the framework of the neighbourhood's law and must not use illegal or illegal goods, substances, etc., which constitute a crime. It cannot be accommodated in the residence, and cannot engage in any activity contrary to the law, general morality and custom. Evacuation of the house in case of a complaint to the lessor due to the said actions

The tenant is personally responsible for the security of valuable documents, valuables and money to be kept in the holiday home.

9-) Unless stated otherwise, pets/non-pets are not accepted in the holiday residence.

10-) Smoking and other tobacco products are prohibited in the closed areas of the holiday residence, and the damage will be compensated by the tenant in case of otherwise. (stain, soot, fire, etc.)

11-) The lessor does not guarantee 100% invisibility for the holiday residences specified on the website and defined as conservative. The tenant is obliged to ensure their own privacy. The lessor cannot be held responsible in this regard.

12-) All kinds of taxes, duties and VAT arising from the rental will be paid by the tenant.

ABOUT THE SERVICES

1-) The temperature of the swimming pools belonging to the residences varies according to the weather and seasonal temperature, and the lessee cannot be held responsible for the tenant's inability to enter the pool due to the heat/coldness.

2-) It is announced on the website whether there is a fee in the houses with pools and heating system. (Villacansu Kalkan heating system is not available.) Electricity heating is available in the mentioned pools and the water temperatures vary between 26-29 degrees Celsius. This situation will be deemed to be known to the tenant. Unmet expectation, power outage, etc. Such complaints will not be taken into account by the lessor and no refund can be made.

TERMINATION AND TERMINATION

1-) If the prepayment amount, which will be deducted from the total rental fee, is not paid by the tenant within the period, the contract will be deemed not to have been concluded. In this case, the tenant will not be entitled to any claim.

2-) The lessee can cancel the reservation before the beginning of the rental period, by showing a reasonable reason, notifying in writing and signed via mail or fax, and upon the approval of the lessor. Cancellation declarations made in violation of the procedure are invalid and the lessee's legal, penal and administrative rights in this regard are reserved when the tenant's debt payment becomes due.

3-) If there is 1 (one) month or less between the reservation date that the tenant has canceled and the date of entry to the holiday home, the tenant is obliged to pay the entire rental price and the prepayment will not be refunded. If not, this provision will apply.

4-) If there is more than 1 (one) month between the reservation date that the tenant has canceled and the date of entry to the holiday residence, in this case the prepayment (30%) fee will not be refunded to the tenant. If the rent is paid in full by the tenant, the remaining amount, excluding the prepayment amount, will be returned to the tenant.

5-) If the lessor approves, the canceled reservation can be made available to the tenant on a different date.

6-) If the reservation is canceled and the holiday home is not subject to rental on the reservation date, the tenant is obliged to pay the entire rental fee.

7-) For holiday residences where the total rent is ordered to be paid before a certain day (between 30 and 60) on the website, the rent is not refunded to the tenant. The tenant accepts, declares and undertakes that he knows this matter.

☒ If the tenant does not pay the price other than the prepayment, the lessor has the right to cancel the reservation and get a new reservation for the holiday residence. In this case, the payment received by the lessor will not be refunded.

9-) Damages, commissions, etc. arising due to the return payment transactions made through the bank. The lessor cannot be held responsible for expenses. The lessor will be able to deduct the amount in question from the price paid by the lessee.

10-) The tenant's violation of one or more of the provisions of this contract will constitute a breach of the contract. For this reason, all material and moral damages will be compensated by the tenant.

11-) If the lessor violates this contract, the lessor will be notified of the violation and compensation will be demanded by the lessee. The lessor will compensate the violations within his means. Based on this provision, no refund will be made for the duration of the tenant's stay in the holiday home.

12-) Except for the official websites of the lessor (www.villacansukalkan.com, info@villacansukalkan.com, official instagram, facebook and twitter account with the username "villacansukalkan" and the phone numbers specified in these channels) to the lessor by using the same or similar name, own logo etc. The lessor assumes no responsibility in the use of signs and exposure to fraudulent transactions. For this reason, you are kindly requested to contact a reliable and correct address during the reservation process.

OTHER IMPORTANT MATTERS

1-) The tenant is not deemed to have made a reservation without the confirmation e-mail sent to him by the lessor regarding the rental process. This issue must be observed by the tenant and the rental process must be carried out correctly and for the right residence.

2-) The lessee, the epidemic, economic crisis, inflation, devaluation, foreign exchange increase, etc., that have arisen since the effective date of this contract, accepts that he cannot demand and sue for the adaptation of the contract to the conditions of the day in the future for reasons.

3-) The geographical location and distance of the residence subject to this contract are approximate and the lessor does not guarantee the location. For this reason, the tenant's renter to the city center of the residence, cafe, hospital, etc. It is kindly requested to get information about the distance to places in advance in writing.)

4-) The tenant will provide his/her own transportation to the residence. The lessor does not guarantee the conditions of transportation to the residence. (The lessor will not be responsible for situations such as bad roads, road works, soil, urban transportation, airport distance, taxi facilities, accident, etc.).

5-) Tenant, food, beverage, etc. during the rental period. He will pay for the products himself. The lessor has no liability in this regard.

6-) The lessor shall not be liable if the artificial/natural products and materials used in the construction or decoration of the residence cause or disturb the physical and mental health of the tenant. The tenant's allergies, chronic discomfort, etc. It is necessary to inform the lessor in advance about any products and materials that trigger diseases.

7-) For this contract, the Turkish Code of Obligations will apply, although it is related to daily/weekly/monthly (less than 6 months) rentals.

Unless the lessor gives written permission, the residence cannot be sub-leased by the tenant and the lease agreement cannot be transferred.

9-) This contract, the announcements announced by the lessor by other means, the contracts made between the parties, etc. The documents will be accepted as a whole.

10-) In case of force majeure, in cases that prevent or delay the performance of the obligations imposed by this contract, the parties may immediately notify the other party, and the contract may be suspended. If the said reason lasts for more than 1 (one) month, the lessor will be able to make a reservation for another suitable date.

11-) In case the force majeure continues as of the date of entry to the residence, the property subject to renting is available for renting, it is not affected by force majeure and the conditions are met together with the lessor's acceptance, it may request prepayment by making a written notification.

12-) Fire, flood, landslide, storm, tornado, state of war, state of emergency, widespread violence, curfew, pandemic, decisions of competent authorities, which may prevent the performance of force majeure,

13-) The parties accept, declare and undertake that they will act in accordance with the rules of honesty and goodwill required by the Turkish Civil Code within the term of this contract.

14-) The address given by the lessee to the lessor at the time of reservation will be considered up-to-date and correct, and in case of any address change, the lessee must notify the lessor of the new address within 2 (two) days from the date of change. The addresses specified in this article between the parties will be taken as the basis for the notification and the Notification Law m. Notifications according to 21 will be valid.

15-) Any changes to be made in the contract must be made jointly by the parties in writing.

16-) Turkish laws and regulations will be taken as basis in the implementation of the contract in terms of location. Kaş Enforcement Offices and Courts are authorized for any disputes that may arise regarding the issues covered by this contract.

17-) This distance lease agreement becomes effective and results from the date it is approved on the internet.

Villacansu Kalkan

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