

## **UNIT 5: LEASES**

In this lesson you will:

- Learn about the main components of a lease contract
- Look at some of the problems with leases
- Learn to interpret and translate into Spanish clauses from a lease contract

### **A. What is a lease contract?**

**Now, read the following text, which describes the components and conditions of a lease contract.**

#### What is a lease contract?

The lease contract is an agreement in which there are two parties, the lessor (also called landlord, or even “owner”) and the lessee (also “the tenant”). The subject of the agreement is the use and enjoyment of immovable property for a specified period of time, in exchange for an amount fixed in the contract, called rent. There is a branch of Law, called “Landlord-tenant law” (or sometimes Law on Leases) that regulates the relationships created by these contracts, both regarding commercial real estate and residential leases.

A residential lease contract usually contains the name (or names) of the lessor and lessee(s), a description of the rental property, the amount of rent and the duration of the lease, which may be a month-to-month lease, a yearly one, etc. According to the maintenance and repair rules, the tenant is bound to take proper care of the property and not allow the property to suffer any damage. This latter condition means that the property must be returned to the owner in clean and habitable condition, except for reasonable wear and tear.

The lease also provides for a security deposit, also called “damage deposit”, which is an amount of money that the lessee gives the lessor as assurance of the fulfilment of his obligations as a tenant. In residential leases, this amount is usually equivalent to a month’s rent. This amount is used to pay for any damage to the property which is not included within normal wear and tear, such as broken window, missing inventory, or ripped or stained furniture or curtains. The deposit is held until all pending utility bills have been paid or, in other words, any amounts due are deducted from the deposit. In some countries, it is forbidden by law to use the deposit in order to cover the rent for the final month; therefore, as some tenants do not pay the last month in fear of not recovering their deposit, most tenants demand payment of the rent for the first and the last month at the time the lease is signed. This ensures that all rents are paid.

### **1. Find in the text words and expressions corresponding to the following definitions:**

\_\_\_\_\_ : person who lets land, a building or a part thereof to a tenant

\_\_\_\_\_ : person who rents property from a landlord

\_\_\_\_\_ : periodical payment for the use of land or premises

\_\_\_\_\_ : damage resulting from sustained use

\_\_\_\_\_ : sum payable on return of a property in the same condition as at the beginning of a lease

**2. Now, give the English term equivalent to the following technical words and expressions in Spanish:**

arrendador

arrendatario

fianza

desgaste ocasionado por el uso

mantenimiento

inventario

arrendamientos urbanos

reparación

cumplimiento

**3. Say if the following statements are true or false, according to the text**

- a) Landlord and tenant law only applies to residential leases.
- b) In lease agreements, the owner is usually called “landlord” or “lessee”.
- c) The agreement usually specifies the duration of the lease.
- d) The property must be returned to its owner exactly as it was at the beginning of the lease.
- e) When a tenant signs a lease agreement, the amount of money paid is usually three times the monthly rent.
- f) Instead of paying the rent for the last month, it is possible to tell the landlord to simply keep the security deposit.

**3. Now, translate the following sentences into English.**

En un contrato de arrendamiento urbano, el objeto del contrato es el uso y disfrute de un bien inmueble, a cambio de una cantidad de dinero llamada “alquiler”.

A veces el arrendatario es responsable del mantenimiento y de las reparaciones; esto significa que la finca ha de devolverse al arrendador en condiciones de limpieza y habitabilidad, salvo en lo que respecta al desgaste normal producido por el uso.

La fianza puede usarse para pagar recibos pendientes, o para pagar daños producidos a la finca, como manchas en los muebles, etc. pero no puede usarse para pagar el alquiler del último mes.

A la firma del contrato, el arrendatario habrá de pagar el alquiler del primer y del último mes, y una fianza equivalente a un mes de alquiler.

### **B. The duties of landlords and tenants. Evictions and harassment.**

The landlord is responsible for the habitability of the dwelling. Although both state and local laws leave great freedom to the parties in order to set the terms and conditions of the lease, the habitability is regulated by local housing codes, which usually protect the weakest party, i.e. the tenant. For example, local housing codes define habitability as the minimum standard required for a dwelling to be considered decent, safe and sanitary. This prevents tenants being forced to sign “*as-is*” *property agreements*, or to carry out structural repairs which legally do not fall under their responsibility.

For their part, if tenants commit serious breaches of any condition in the contract (for example, not paying the rent when due), the landlord can force a tenant to vacate the premises. The legal proceedings for the dispossession of the possession or occupancy of a property is called eviction.

In all evictions, landlords have to ensure that they are not acting illegally. Illegal eviction occurs when a landlord evicts, or attempts to evict, a residential occupier from all or part of his or her home without following the required legal procedure. In extreme cases this can involve landlords changing the locks or throwing a tenant's property out into the street. However, more commonly it arises when landlords do not follow the correct procedures.

The term harassment relates to acts by a landlord or their agent that are likely to interfere with the peace or comfort of the residential occupiers, or which involve the withdrawal of services reasonably required for occupation.

Examples of harassment include entering the property without permission, interfering with the post, changing or adding new terms to the tenancy agreement or ignoring or delaying disrepair work.

### **1. Complete the following sentences, using a word belonging to the same word family as the one given at the beginning, as in the example.**

Example:

AGREE: The proprietors have reached an **agreement** to build a kidney-shaped swimming pool. (SPANISH EQUIVALENT: **acuerdo**)

- a) DWELL: The owner of the \_\_\_\_\_ is responsible for any structural repairs that may be necessary. (SPANISH EQUIVALENT: \_\_\_\_\_)
- b) EVICT: According to the local courts, the \_\_\_\_\_ of the tenants was illegal because the landlord did not follow the correct procedure. (SPANISH EQUIVALENT: \_\_\_\_\_)
- c) HARASS: Leaving the home in a serious state of disrepair may be considered \_\_\_\_\_ of the tenants. (SPANISH EQUIVALENT: \_\_\_\_\_)
- d) OCCUPY: Any illegal \_\_\_\_\_ of the dwelling may be evicted by the police. (SPANISH EQUIVALENT: \_\_\_\_\_)
- e) POSSESS: The difference between \_\_\_\_\_ and ownership is that a lease agreement transfers the former, but not the latter. (SPANISH EQUIVALENT: \_\_\_\_\_)
- f) HABITABLE: The landlord is responsible for the \_\_\_\_\_ of the property at the beginning of the lease. (SPANISH EQUIVALENT: \_\_\_\_\_)

**2. Answer the following questions:**

- a) Who defines the minimum standards for habitability in case of leases?
- b) Can tenants be forced to accept any home in any condition?
- c) What can a landlord do if a tenant commits a serious breach of the conditions in the lease agreement?
- d) If the tenant does not pay, can a landlord simply change the locks and throw the tenant's property out into the street?
- e) Give three examples of acts by the landlord which may be considered harassment.

**3. Complete the following texts with the words you are given in each case. When you have finished, translate the whole paragraph to make sure that your options are correct.**

agency, condition, fee, government, owners, property, tenants, rents, sign

The Spanish \_\_\_\_\_ intends to create a lease \_\_\_\_\_. This agency would be responsible for finding \_\_\_\_\_ who are prepared to lease their \_\_\_\_\_; in these cases, the agency and the owner would \_\_\_\_\_ a five-year contract, according to which the agency would (1) find \_\_\_\_\_ for the property, (2) collect the \_\_\_\_\_ from the

tenants, (3) pay such rents (less an administrative \_\_\_\_\_) to the owners on the first day of each month, and (4) ensure that the dwelling is in good \_\_\_\_\_ at the end of the lease.

available, contract, evict, foreign, holidaymakers, income

Short-term is generally the rental \_\_\_\_\_ used for holiday leases, and is probably the best option for \_\_\_\_\_ property owners since the \_\_\_\_\_ is high, your property will be \_\_\_\_\_ for your use at other periods during the year and you're less likely to find it difficult to \_\_\_\_\_ the tenants. However, there have been cases of \_\_\_\_\_ who refuse to leave a property and go home.

behalf, commissions, customers, empty, letting, management, property, reputable

If you don't live in Spain or near the \_\_\_\_\_, you may wish to consider using the services of a services or \_\_\_\_\_ company, of which there are many in Spain, particularly in popular holiday areas. Management companies offer various services including looking after \_\_\_\_\_ properties and \_\_\_\_\_ properties on the owner's \_\_\_\_\_. Some companies are \_\_\_\_\_ and offer a genuinely good service to their \_\_\_\_\_. However, there are many who are little more than cowboys, charging extortionate \_\_\_\_\_ and providing a bare minimum of services.

**4. Now, translate the following sentences into English.**

Según los reglamentos municipales de vivienda, los arrendadores son responsables de la habitabilidad de la vivienda, y no pueden obligar a los arrendatarios a realizar reparaciones.

El desalojo es un procedimiento judicial que permite al arrendador obligar al arrendatario a abandonar la finca, por ejemplo, si no paga el alquiler.

Para desalojar a los inquilinos, los arrendatarios deben seguir los procedimientos adecuados, y no pueden sencillamente cambiar la cerradura.

Para obligarles a dejar la vivienda, algunos caseros acosan a sus inquilinos entrando en la vivienda sin permiso, retirándoles los servicios necesarios, o retrasando las reparaciones.

**C. Compared clauses in American and Spanish lease agreements  
 (agreement in English from [www.ilrg.com](http://www.ilrg.com) )**

<p><b>(a) Commencement (<i>fórmula introductoria</i>)</b>                  THIS LEASE AGREEMENT (hereinafter referred to as the AAgreement@) made and entered into this 23<sup>rd</sup> day of November, 2000, by and between, Elisabeth Harrison whose address is 2415 E. 2<sup>nd</sup> Avenue, Grand Haven, Michigan (hereinafter referred to as A Lessor@) and James and Susan Stalling (hereinafter referred to as A Lessee@),</p>	<p>En Alicante, a dos de agosto de 2002</p> <p><b><u>REUNIDOS</u></b>                  De una parte, D0 ....., que actua en nombre y representación de ....., mayor de edad, vecino de El Altet (Alicante), con domicilio en ... , y provista de D.N.I..</p> <p>Y de otra, D. ----- y D. -----, mayores de edad, vecinos de Alicante, con domicilio en ....., y provistos de D.N.I. n1 -----, respectivamente</p>
<p>---</p>	<p><b><u>INTERVIENEN</u></b></p> <p>Todos ellos en su propio nombre y derecho, y reconociéndose mutuamente, capacidad legal para obligarse y específica para llevar a cabo el presente otorgamiento en base a los siguientes</p>
<p><b>(b) Recitals or preamble (<i>preámbulo o exposición de motivos</i>)</b></p> <p>Whereas                  (One) Lessor is the fee owner of certain real property being, lying and situated in Ottawa County, such real property having a street address of 4593 E. Seneca Street;                  (Two) Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and                  (Three) Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;</p>	<p>I. .... son propietarios en pleno dominio de la vivienda sita en Alicante, calle ... , la cual tiene una superficie construida de ... metros, inscripción en el Registro de la Propiedad de Alicante, Sección ...., en el tomo ... general, libro ... , folio ..., finca ....856, inscripción , libre de arrendamiento según manifiestan, estando interesados en arrendarlo para uso de vivienda .</p> <p>II. Los Arrendatarios, ... y ... conocen la indicada vivienda con todas sus dependencias y estan interesados en arrendarlo con opción a compra, para establecer en ella su domicilio habitual</p>
<p><b>(c) The operative provisions (<i>sección operativa</i>)</b></p> <p>NOW, THEREFORE,</p> <p>for the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby AGREE as follows:</p>	<p>Y sobre las bases expuestas se alcanza el presente negocio jurídico a tenor de las siguientes</p> <p><b><u>CLAUSULAS</u></b></p>

<p><b>1. Term.</b> Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of one (1) year, such term beginning on January 1, 2001, and ending at 12 o'clock midnight on December 31, 2001.</p>	<p><b>SEGUNDA:</b> El plazo de duración del presente contrato se establece de mutuo acuerdo desde el día <u>UNO DE OCTUBRE DE DOS MIL DOS</u>, hasta el día <u>TREINTA Y UNO DE AGOSTO DE DOS MIL TRES</u>, acogiéndose los comparecientes, en cuanto a este respecto, a lo dispuesto en el Artículo 9-11 del Real Decreto Ley 2/85, de 30 de Abril, sobre la supresión de la Prórroga Forzosa.</p>
<p><b>2. Rent.</b> The total rent for the term hereof is the sum of nine thousand six hundred dollars (\$9,600.00) payable on the 5th day of each month of the term, in equal installments of eight hundred dollars (\$800.00) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on February 1, 2001. All such payments shall be made to Lessor at Lessor's address as set forth in the Commencement to this Agreement on or before the due date and without demand.</p>	<p><b>SEXTA:</b> La renta del presente arrendamiento se fija en TRESCIENTOS NOVENTA EUROS CON SESENTA Y SEIS CÉNTIMOS (390,66_) mensuales y serán abonadas por los ARRENDATARIOS, por adelantado, dentro de los cinco primeros días de cada mes, en la cuenta de Servicios Inmobiliarios Las Plazas, S.L. del Banco Bilbao Vizcaya Argentaria, Entidad: 0182, Oficina: 0106, D.C.: 14, cuenta ..., sirviendo el resguardo del ingreso como recibo acreditativo.</p> <p>O bien:</p> <p>SEGUNDA: El canon de arrendamiento se establece de común acuerdo entre las partes en TRESCIENTOS EUROS.- (300,00 _), mensuales.</p> <p>El canon de arrendamiento se abonará por adelantado entre los días uno y siete de cada mes en el domicilio de Servicios Inmobiliarios Las Plazas, S.L., sito en Alicante, Avda. Condes de Soto Ameno nº 43, bajo dcha.</p>
<p><b>3. Damage Deposit</b> Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of eight hundred dollars (\$800) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.</p>	<p><b>SÉPTIMA:</b> en este acto, los ARRENDATARIOS, hacen entrega a la ARRENDADORA de TRESCIENTOS NOVENTA EUROS CON SESENTA Y SEIS CÉNTIMOS (390,66 _) en concepto de fianza por posibles deterioros que pudiesen ocasionarse en la vivienda durante el periodo de alquiler, o por incumplimiento, por parte de los ARRENDATARIOS, del plazo del presente Contrato. Dicha cantidad, será devuelta a los ARRENDATARIOS, menos los gastos que pudiesen ocasionarse por reparaciones, después de revisar la vivienda al caducar este contrato y simultáneamente a la entrega de llaves a la propietaria.</p>
<p><b>4. Use of Premises.</b> The Premises shall be used and occupied by Lessee and Lessee's immediate family, consisting of five (5) persons, exclusively, as a private single family dwelling, and no part of the</p>	<p><b>PRIMERA:</b> El objeto de arrendamiento es la vivienda amueblada sita en .... de ....., destinada a vivienda familiar, siendo este el único destino que se le dará a la referida vivienda. No pudiendo, en</p>



<p>Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.</p>	<p>ningún caso, cambiar su uso.</p> <p>DUODECIMA: Los arrendatarios se obligan ..., y observar las Ordenanzas Estatales, Autonómicas y Municipales que rijan en cada momento.</p>
<p><b>5. Assignment and sub-letting.</b> Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.</p>	<p>QUINTA: Los arrendatarios no podrán subarrendar la vivienda o ceder el presente contrato, sin el consentimiento por escrito de los arrendadores.</p>
<p><b>6. Condition of Premises.</b> Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.</p>	
<p><b>7. Maintenance and Repair; Rules.</b> Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:</p> <p>(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;</p> <p>(b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;</p> <p>(c) Not obstruct or cover the windows or doors;</p> <p>(d) Not leave windows or doors in an open position during any inclement weather;</p>	<p>SEPTIMA: Serán de cuenta exclusiva de los arrendatarios todos los gastos que se deriven del uso y disfrute de la vivienda así como todas aquellas obras y reparaciones necesarias para mantenerlo en perfectas condiciones de uso y disfrute incluyendo los gastos ordinarios o extraordinarios de comunidad.</p>

<p>(e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;</p> <p>(f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;</p> <p>(g) Keep all air conditioning filters clean and free from dirt;</p> <p>(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;</p> <p>(i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;</p>	<p>a no causar molestias o daños a los demás inquilinos y ocupantes de la finca</p>
<p>j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;</p> <p>(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;</p> <p>(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.</p>	
<p><b>8. Surrender of Premises.</b> Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use</p>	<p><b>CUARTA:</b> Los ARRENDATARIOS se obligan a cuidar y conservar los muebles, objetos, utensilios y ropa existentes en el piso. Siendo de su cuenta la reparación de cualquier deterioro de los mismos. Al</p>

and wear and tear thereof and damages by the elements excepted.

terminar el arriendo deberán devolver la vivienda a la ARRENDADORA en el estado de conservación en que lo recibió.

<p><b>11. Lessee's Hold-over.</b> If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at eight hundred and fifty dollars (\$850.00) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.</p>	<p>(ii) ... En consecuencia con esto, a la finalización del referido contrato, quedará resuelto de pleno derecho dicho arrendamiento, sin necesidad de previo aviso, y en caso de interesar a ambas partes volver a alquilarlo, se concertaría nuevo contrato por el precio y condiciones que establecieran nuevamente.</p>
<p><b>12. Default.</b> If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.</p>	<p><b>OCTAVA:</b> El incumplimiento, por parte de los ARRENDATARIOS de cualquiera de las condiciones, cláusulas o pagos pactados en este contrato dará lugar a la resolución del mismo...</p>
<p><b>14. Governing Law.</b> This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Michigan.</p>	<p>(viii) .... sometiéndose tanto los ARRENDATARIOS como la ARRENDADORA a la jurisdicción de los Tribunales de Alicante, con renuncia expresa de otro fuero.</p>
<p><b>(c) Testimonium [testing clause] (fórmula de conclusión) and signatures (firmas)</b></p> <p>IN WITNESS WHEREOF the said parties have hereunto set their respective hands and seals the day and year first above written.</p>	<p>Todo lo que se extiende, otorga y firma, por triplicado, en el lugar y fecha indicados, profesando buena fe y propósito de cumplimiento.</p> <p>o bien:</p> <p>En estos términos formalizan este documento privado, obligándose, en debida forma de derecho a todo lo anteriormente expresado y, en prueba de conformidad, firman el presente documento por triplicado y a un solo efecto en la ciudad y fecha al principio indicadas.</p>

**C. A clause from a lease agreement.**

**(adapted from Alcaraz, Campos & Miguelez, *El inglés jurídico norteamericano*, Barcelona, Ariel)**

**Translate the following paragraphs into Spanish. In order to do so, remember that “translating” means producing an equivalent text in Spanish, or in other words, that your text must have all the characteristics of a lease agreement in Spanish.**

**2. Rent.**<sup>1</sup> *The total rent for the term hereof<sup>2</sup> is the sum of nine thousand six hundred dollars (\$9,600.00) payable on the 5th day of each month of the term, in equal installments<sup>3</sup> of eight hundred dollars (\$800.00) first and last installments to be paid<sup>4</sup> upon the due execution of this Agreement,<sup>5</sup> the second installment to be paid on February 1, 2001. All such payments shall be made to Lessor at Lessor's address as set forth in the Commencement<sup>6</sup> to this Agreement on or before the due date and without demand.<sup>7</sup>*

**3. Damage Deposit**<sup>8</sup> *Upon the due execution of this Agreement, Lessee shall deposit with Lessor<sup>9</sup> the sum of eight hundred dollars (\$800) receipt of which is hereby acknowledged by Lessor,<sup>10</sup> as security for any damage caused to the Premises<sup>11</sup> during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises<sup>12</sup> upon the*

<sup>1</sup> Se refiere al importe del alquiler (*the amount of rent*).

<sup>2</sup> *The total rent for the term hereof*: El alquiler total correspondiente al periodo.

<sup>3</sup> *in equal installments*: en mensualidades de igual cuantía.

<sup>4</sup> *to be paid*: pagaderos.

<sup>5</sup> *upon the due execution of this Agreement*: en el momento de la formalización del presente Contrato.

<sup>6</sup> *as set forth in the Commencement*: que figura en el preámbulo.

<sup>7</sup> *on or before the due date and without demand*: como máximo en la fecha de vencimiento y sin que sea preciso recordatorio.

<sup>8</sup> *Damage Deposit*: Fianza en concepto de daños.

<sup>9</sup> *shall deposit with Lessor*: entregará al arrendador en concepto de fianza.

<sup>10</sup> *receipt of which is hereby acknowledged by Lessor*: de las que por la presente el arrendatario acusa recibo.

<sup>11</sup> *any damage caused to the Premises*: daños producidos en la finca.

<sup>12</sup> *and less any set off for damages to the Premises*: tras deducirse las cantidades correspondientes en concepto de daños a la finca, si los hubiere.

*termination of this Agreement.*