

## RENTAL CONTRACT

between

Mrs Laurence BRUET,  
La Fraissinède,  
11220 Montlaur, Val de Dagne  
France  
Mobile phone: +33 6 32 58 05 45

herein known as the *owner*

and

Last name: ..... First name: .....  
Address: .....  
Zip code: ..... City: .....  
Country: .....  
Phone: ..... Mobile phone: .....  
Email : .....

herein known as the *tenant*

Number of guests: .....adults ..... children (age of children: ..... )

Option « Children's cot and high chair »:   yes     no  

The owner offers for seasonal rental to the tenant:

- The gite(s) :
- The bedroom(s) :

situated in La Fraissinède domain, in Montlaur Val de Dagne.

Included in the rental: bed linen, shower towels, power (excluding charging of electrical vehicles), heating (in winter), end cleaning (except, the kitchen which has to be left clean).

Dates of stay: from ..... at 6:00 p.m.  
to..... at 10:00 a.m.

Amount for stay (rental of gite): ..... €

In addition, tourist tax (1,54€ per night per adult): ..... €

The tenant declares that he has read and accepts all rental conditions below, in particular the paragraphs 8 (*cancellation*) and 10 (*insurance*).

The tenant claims that he will not bring pets and neither rent the gite in order to organise a party.

Signed in ..... , on.....

the tenant

## **RENTAL CONDITIONS**

### **1. GENERAL RULES**

In no case can the tenant change the length of the originally agreed to contract period, without the owner's consent.

The lease can in no case benefit a third-party, without the owner's consent.

Subleasing (even free of charge) is forbidden to the tenant, whatever the reason. In that case, the contract would be revoked.

The leased premises are meant for temporary living or holiday purposes, thus excluding any professional or business use.

The owner commits himself not to forward to anyone, any information given by the tenant in rental contract. This last clause is however not enforceable, if the information is requested by a civil service or the court.

### **2. WEBSITE AND CONTRACT**

The website [www.la-fraissinede.com](http://www.la-fraissinede.com) gives a detailed description of the gites and the associated equipment that can be leased.

When booking, the tenant must send by mail or post a copy of the filled in contract.

No modification (deletion, overprint ...) will be accepted on the contract without the agreement of both parties.

### **3. RENTAL PRICES**

The prices of our gites are listed on our website on the page "Prices".

#### **Accepted means of payment**

Only payments in euros are accepted, by one of following means:

- transfer to owner's bank account
- bank check in euros
- cash

### **4. RENTAL FEATURES**

Generally, rentals occur weekly, from Saturday 6:00 P.M. to Saturday 10:00 A.M.



Exceptions can be accepted upon agreement.

Rental prices include electricity (excluding charging of electrical vehicles), heating in winter, as well as access to Internet and end cleaning (except for kitchen). Bed linens and towels are supplied.

### **5. TOURIST TAX**

A tourist tax of 1,54 € per adult per night has to be paid in addition to rental prices.

### **6. PAYMENT**

-  The booking takes effect when the tenant has confirmed that he has read and accepted these rental conditions (by email or post) and has paid the deposit (30% of the total cost for the stay).
-  The balance has to be paid 30 days before the holiday start date. The non-payment of the balance at the due date is considered as a booking cancellation. In such a case, the concerned premises will be put back on sale and no refund will be made.

If the booking takes place less than 30 days before the holiday start date, the total rental cost will need

to be paid at the time booking.

## 7. INVENTORY

The inventory of furniture and equipment will be done on arrival and departure by the owner (or his representative) and the tenant.

If the inventory of fixtures cannot be done on arrival, the tenant has 24 hours to do it and to report any damaged or missing item. Past this period, the rented goods will be considered as free from damages at tenant's entry.

If the owner notices damages or missing items, he will inform the tenant either immediately or within 8 days.

If the tenant causes damages to any part of the property, he understands and agrees to pay all costs due to necessary repairs or replacement of damaged items or rehabilitation of premises.

The costs will be justified by the owner based on the inventory, bailiff reports, cost estimates, invoices...

## 8. CANCELLATION

All cancellations must be made by registered post or email.

### a) Cancellation at tenant's initiative

Cancellations of the rental contract must be sent to the owner's postal address by registered mail with confirmation of delivery or by email. The effective cancellation date is the date when the owner receives the letter.

- If cancellation occurs more than 3 months before the rental start date, the owner sends back the booking deposit paid by the tenant.
- If cancellation occurs between 3 months and 30 days before the rental start date, the owner sends back 50% of the booking deposit paid by the tenant.
- If cancellation occurs less than 30 days before rental start, the owner keeps all sums paid by the tenant (booking deposit and balance). The owner can deviate from this rule, at his own initiative and as a commercial gesture, if he succeeds in renting the premises concerned by the cancellation.
- If the tenant does not appear on the scheduled arrival day:
  - All sums paid by tenant for the rental (deposit and balance) are kept by the owner
  - The tenant will contact the owner to inform him of his new arrival date, in order to organise his reception.
  - If the tenant has not contacted the owner within 24 hours, the owner can dispose of the gite.

The owner informs the tenant about the existence of cancellation insurances like *Trustiway*, covering cancellation (Covid included) and a third-party liability covering damage to property.

<https://www.trustiway.com/fr/voyage/trusti-voyage>

### b) Cancellation at owner's initiative

- Before the rental start date :

If an issue occurred in the rented gite, making it unsuitable to rental (water damage, failure, case of *force majeure*, ...), the owner could decide to cancel the rental, before the rental start date. This cancellation is notified by email or registered post. The owner refunds the tenant with all received sums.

This rule does not apply if an agreement is found, where the tenant accepts a substituted stay, suggested by the owner.

- After the tenant has entered the premises:

If the owner wishes to cancel the rental, during the rental period, it needs to be duly justified (payment

defect, proven deterioration of rented premises, neighbour's complaints...).

This rental cancellation is made by a letter given to the tenant in person.

This notification involves the immediate departure of the tenant.

Whatever the reason of the cancellation, the owner has the right to keep all sums paid for the rental.

## **9. STAY DISCONTINUATION**

If the tenant interrupts his stay, and if the owner is not liable, no refund will be made.

## **10. GROUPS (LOWSEASON)**

Only groups preserving the tranquility of the premises will be admitted.

This excludes organising parties and using sound systems others than the ones present in the gites.

## **11. INSURANCE**

The tenant is advised to be insured for the premises which are leased to him. He should therefore check with his insurance company whether his main residence insurance policy covers holiday rentals (generally the case).

## **12. UTILIZATION OF PREMISES**

Capacity: the number of occupants cannot be greater than the maximum capacity indicated in this rental contract.

If the number of visitors is higher than the maximum capacity, the owner can refuse the additional occupants. Any contract modification or cancellation will be considered at the tenant's initiative.

In exceptional cases and subject to the owner's agreement, this rule can be changed.

Among others, daily visits are subject to the owner's agreement, must remain occasional and the numbers of visitors must be reasonable and match the gite's capacity.

Pets: pets are not allowed. If this rule is disregarded by the tenant, the owner can refuse the stay. In that case, no refund will be made.

Pool: The pool and its surroundings can be used solely by people staying in the gites and the owners.

The pool is generally open from July to September. However these dates are subject to weather conditions. The owner has the right to temporarily deny access to the pool for maintenance.

The pool can be accessed from 10:00 A.M. to 10:00 P.M.

Swimming is not supervised and therefore takes place under the entire responsibility of tenants. Minors use the pool under their parent's responsibility. The tenant will be informed of specific precautions to take regarding the use of the pool.

### Additional rules:

For the well-being of everyone, smoking is not permitted inside the facility or around the pool.

The tenant will enjoy the property with reasonable and due care.

In order to observe the peace and quiet of all, it is requested not to make unnecessary noise from 10:00 P.M. to 10:00 A.M.

Cleaning the premises during the rental period is the tenant's duty. On departure day, the tenant must get rid of his rubbish, wash the dishes, clean the kitchen and put back all of the equipment at the right place.

No vehicle, whether motorised or not, is allowed on the property. A car park is available for tenants at the property's entry (around 40 yards from the gites).

Installing tents or parking caravans on the property is forbidden, unless the owner has agreed to it.

The property being surrounded by trees, it is forbidden to make fires all year round. Barbecues are allowed, under the entire responsibility of tenants.

At the beginning of his stay, the tenant must take note of the instructions in case of fire and locate the fire extinguishers and water taps with garden hose. If the fire starts in his gite, the client is responsible for notifying the firefighters and neighbours of the domain.

### **13. DISPUTES OR CLAIMS**

The present contract is governed by French laws. Should any dispute arise from the implementation of its interpretation, or from consequences of termination of contract, the litigation will be submitted to the competent French jurisdictions.