

Paradis Gite Prades – Rental Agreement

Jan2019i

1. The property known as **Paradis Gite** is offered for holiday rental on behalf of the owners, **Paul & Karen Smith**, to the renter (the Client). The Client will be deemed to be the person whose name appears on the booking form.

2. This contract is for the exclusive use of **Paradis Gite** vacation rentals and only French law is applicable to the contract. This English version of the contract is provided in good faith but should it differ or contradict the French version or should it in any way be unclear, the French version will apply

3. **General Provisions :**

- No change in the contract will be accepted without the written consent of both parties.
- The owners agree not to disclose to any third party any information of any kind, on any medium whatsoever, that the Client has passed to them on agreeing this contract. This provision in regard to information does not apply where inquiries are made by the government and/or by the Courts or Police.

4. **Conclusion of Contract and Payment:**

- The confirmed reservation becomes effective when the prospective Client has received a copy of this agreement and the signed booking form returned to the owners. In addition the 25% deposit for the rental will have been made into the owner's French bank account within 36 hours of the provisional booking being made.
- The balance of the rent must be paid in cash on the day of arrival after the Client has checked the property with the owners or by a duly authorised agent.
- Expenses not included in the rent must be paid for as ordered.

5. **Security Deposit:**

- On arrival the Client will need to pay a security deposit of €200. This is in addition to the balance of the rent. The security deposit will be returned on the day of departure should there be no damages after any deductions have been made to cover damage incurred. The amount thereof shall be duly justified by the owners on the basis of the inventory departure check, quotes, and invoices. If the deposit is insufficient, the Client agrees to pay the outstanding balance on the basis of evidence provided by the owners. The deposit shall in no way be taken as part payment of the rent.

6. **Duration:**

- The rental period will commence between 3pm - 6pm on the first day and finish at 10am on the last day as defined in the booking form unless prior agreement between the owners and Client.
- The Client must vacate the premises at the time specified in the contract or at a time convenient to the owners, after the condition of the property has been checked. The Client may in no circumstances invoke any right to remain in the premises on the expiration of the rental period originally specified in the contract, unless otherwise agreed by the owners.

7. **Use of premises :**

- The Client acquires no rights whatsoever over the property excepting occupation as a holiday let for the period booked. The Client does not have the right to sub let the property.
- The owners will provide housing in conformity with the description they have provided and keep it in a condition fit for use. The Client will occupy the property in a peaceful way and will make appropriate use of it according to its location. The premises are rented for use as temporary or

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holiday accommodation (maximum 3 months). All professional or business usage is expressly forbidden.

- Upon departure, the Client agrees to leave the premises as clean as he found on arrival. All repairs regardless of importance, necessitated by the negligence of the tenant during the rental period, will be charged to the Client.
- The number of Clients may not exceed the maximum capacity indicated in the description of the gite. In exceptional circumstances and subject to the consent of the owners, this rule may be amended. In this case, the owners will be entitled to receive an additional payment which they must communicate to the Client and record on the rental contract.
- The heated swimspa is available from 1st April to 31st October. If required outside these dates the Client must check with the owners to see if it is possible to provide the facility. Glass containers should not be taken into the pool.
- Please note that owners take no responsibility for any injuries whatsoever and however caused with regard to the use of the swimspa. Children using the facility should, at all times be supervised by a responsible adult.
- No responsibility can be accepted for injury to a Client or visitor and loss of damage to the user's or visitor's belongings.
- The owners will not be liable to the Client for the temporary defect or stoppage of services (Electricity, Water, Wifi etc) that impact on the property, garden or swimspa.

8. Pets :

- As the owners have a dog, Clients are not permitted to bring their pets.

9. Condition of Property and Inventory :

- The check of the condition of the property and the inventory of the furniture and fittings are made at the beginning and end of the stay by the owners or their agent and the Client. If unable to make the check on arrival, the Client will have 24 hours to check the condition of the property and its inventory and report any discrepancies to the owners. After this period, the leased assets are considered to be free of damage on the Client's entry into the property.
- On the final day of the rental the Client agrees that the end of stay check may be performed either with the owners or by their representative.
- If the owners or their representative find any damage, they must notify the Client before they leave the property or within 7 working days.
- The owners reserve the right to enter into the property at reasonable times to carry out normal maintenance.

10. Termination conditions :

- The owners reserve the right to take any relevant action, including immediate termination of the tenancy, if any part of the property including the swimspa are abused or misused.
- Any termination of this Agreement must be sent by registered mail so that proof of date of postage can be confirmed should there be a disagreement. According to Article L.114 -1 of the French Consumer Code, unless otherwise specified in the lease, the amounts paid in advance to reserve the rental are considered as a deposit.
- **Advanced Payment.** In the event of cancellation by the Client before entering the premises, the deposit is forfeited to the owners. If the cancellation occurs within 30 days of the arrival date, the owner have the right to demand payment of the balance (75%) due on the rental. If the Client does not arrive within 24 hours of the arrival date indicated on the contract, this contract is deemed to be

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cancelled and the owners can re-rent the property. The owners can retain the advanced payment and demand payment of the balance on the rental.

- *In case of cancellation by the owners , they must reimburse the Client the full amount paid . The Client can ask for damages or compensation.*
- *In case of termination during the contract, when the contract is terminated by the owners during the term of the holiday rental, the owners must give a full justification for the termination.(non- payment of rent, proven damage to the premises, complaints from neighbours ...).The cancellation must be made by registered letter with acknowledgment of receipt. The Client must leave within two days of receipt of the letter of notification. In this case, regardless of the cause of termination, the entire amount of rent will be retained by the owners. The owners reserve the right to retain the security deposit under the conditions specified in Article 4 "Security Deposit ".*

11. Interruption of stay:

- *In the event of an early termination of the holiday rental by the Client, and if the owners have not acted in a way to cause their early termination,there will be no refund, with the exception of the security deposit. If the Client provides a serious reason for an early termination, characteristic of (force majeure unforeseeable,unavoidable and outside of the Client's control) which makes it impossible to continue the holiday rental , the contract is automatically terminated . The amount of rent already paid by the Client will be returned on a pro rata basis ie depending on how many days the gîte has been occupied.*

12. Insurance:

- *The Client is strongly advised to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for their personal belongings etc as these are not covered by the owners' insurance.*

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