

# GENERAL TERMS AND CONDITIONS

This rental is granted under the burdens and conditions set out on the first page hereof as well as under the following general terms and conditions:

## I - LEGAL REGIME OF THE CONTRACT

This rental is concluded for a period that will irrevocably begin and cease on the dates and times indicated herein. The rental may not be extended without the prior permission of the lessor, and the lessee accepts this. The latter hereby solemnly declares that he does not exercise or seek to exercise any profession pertaining to the rental of property and that the premises forming the object hereof are rented to him solely as a temporary residence, a contingent condition without which this rental would not have been granted.

## II - DURATION

The lease shall expire automatically at the end of the term set out on the 1st page and there shall be no obligation to give notice. The rental may not be extended without the prior consent of the lessor.

## III - PRICE

The lessee, who has paid a deposit for the purposes of the rental, hereby undertakes to take possession of the property when it is made available on the date stipulated in the contract and to pay the balance of the rental price 30 days prior to his arrival as stipulated in the contract and in accordance with the provisions of applicable legislation, notwithstanding any illness, accident or unforeseen circumstance that may arise. Should these conditions not be met, the lessor shall be entitled to re-let the premises forming the subject hereof immediately. However, the lessee shall be bound to pay the balance of the rent. If the premises can be re-let, only the prejudice suffered by the owner and the fees due to the agency shall be payable by the lessee in breach.

## IV - DEPOSIT

The deposit is paid in order to cover any damage that may be caused by any chattels or fixtures furnishing the rented property.

It will be repaid within one month [of the property being returned], after any costs for replacing items, refurbishing the property, telephone bills and/or invoices for films purchased via the TV and any additional housework have been deducted, where required.

If the amount of the deposit should prove insufficient, the lessee undertakes to make good the difference.

## V - GENERAL TERMS AND CONDITIONS

The chattels and fixtures may not suffer any damage over and above the standard wear and tear from the regular use for which they are intended. Any chattels or fixtures missing or unusable for any reason other than standard wear and tear when this agreement expires must be paid for or replaced by the lessee. This clause shall also apply to wallpaper, paint, dyes and the building in general.

The lessee shall refrain from throwing any items (or cooking fats) down the washbasins, bathtubs, sinks, toilets, etc. under any circumstances so as to avoid blocking the pipes; failure to abide by this provision shall render the lessee liable for the fees incurred in restoring the pipes to a functional condition. In this regard, owing to the difficulty of securing the services of specialist personnel or a specialist company during peak season, the agency may not be held liable for any delay incurred in the performance of any necessary repairs.

The following will also be deducted where applicable: The price of any broken or cracked items; the cost of washing or cleaning carpets, covers, mattresses, sheeting, etc. that have been stained.

## VI - TERMINATION

Failure to pay the sums due by the stipulated deadlines or failure to perform any clause of this agreement shall, one week after a formal notice to comply has failed to produce performance, entitle the owner or their representative to terminate this agreement immediately, in which case the lessee shall be required to vacate the rented premises by simple order from a judge granting interim relief.

## VII - INSURANCE

The lessee shall be bound to insure the property with a reputable solvent Insurance Company against theft, fire and water damage, both for the risks to the property and for the risks to the furniture provided under the rental, as well as against claims for compensation from neighbours, and shall furnish evidence of this on first request from the owner or their representative. Accordingly, the owner and their representative may not be held liable for any action taken by their Insurance Company against the lessees in the event of an incident.

## VIII - MAIN OBLIGATIONS OF THE TENANT

The lessee is obliged to:

- Occupy the premises personally (the list of occupants will be registered at the time of reservation) and may not under any circumstances sublet, even free of charge, or assign his rights under this lease without the written permission of the lessor. He shall refrain from engaging in any commercial or artisanal activities on the premises;
- Respect the maximum number of occupants as set out on page 1, unless the owner's representative authorises otherwise in advance;

- Refrain from committing any act or allowing his family or contacts to commit any act liable to jeopardise the quiet possession of the neighbours and other occupants;
- Refrain from bringing any pets (dogs, cats, etc.) into the rented premises without prior authorisation from the lessor, and such authorisation may be granted contingent on the pet in question not causing any damage to the building or interfering with the quiet possession of the neighbours;
- Refrain from using any illegal downloading software via the internet connection of the rented premises;
- Check the accuracy of the online photographic inventory within 24 hours of his arrival and report any discrepancies observed to the agency. Once this period has elapsed, the rented property shall be deemed to have been free of damage when the lessee took possession of it;
- Refrain from making any modifications or changes to the arrangement of the furniture or the property, and shall use the furniture and items decorating the rented property for their intended purpose and in their original location. Transporting these items off the rented property is strictly prohibited;
- Inform the lessor immediately of any incident and/or degradation occurring in the rented premises, even if no damage is immediately visible.
- Permit any urgent or necessary work to be carried out on the premises for the purposes of maintaining the rented premises and the shared facilities in good condition without claiming compensation therefor;
- Grant access to the persons responsible for maintaining the garden, swimming pool and spa, on a weekly basis or more frequently if required by the circumstances;
- Maintain the rented premises and keep them clean, empty the dustbins and carry out all repairs incumbent on him in his capacity as the lessee by the time the property is returned. In accordance with the Local Urban Planning Regulations for the commune, it is hereby stated that erecting tents or bringing caravans onto the property is strictly prohibited.

Organising any demonstrations, evening events etc. on the rented premises without the written permission of the lessor is strictly prohibited, under penalty of immediate termination of the lease, and the lessor hereby reserves the right to bring legal action in the event that this prohibition is not observed.

Failure to comply with one or more of these obligations by any of the lessees may result in this agreement being terminated immediately, without any of the sums previously paid being reimbursed or any compensation paid.

## IX - SWIMMING POOLS & SPAS

For rental properties with swimming pools, the pools are fitted with a safety system that meets applicable standards, in accordance with Article L.128-2 of the French Construction and Habitation Code. These safety provisions may not under any circumstances stand in for supervision by parents. Children remain the full responsibility of their parents. Since the swimming pool is a family pool, it may be used solely by the lessees registered at the moment of reservation. Occasional guests may accompany you providing their number does not exceed half the occupational capacity of the house. Items, stones or any other things or products may not be thrown into the water. Pets are prohibited in the swimming pool. Users who have applied sun cream, sun oil or any other fatty substance to rinse themselves off under the shower before bathing. If the liner is stained by sun oils or is damaged by the incorrect use of the swimming pool, said liner will be replaced and the cost charged to the lessee.

The water is cleaned every week by a specialist. The settings and products used for maintaining the swimming pool and/or spa may not be touched. If the condition of the water changes, the lessee must inform the lessor immediately.

## X - FORMALITIES FOR ARRIVAL AND DEPARTURE

The lessee shall observe the hours for arrival and departure set out on the first page. Under no circumstances may the lessee leave the rented premises after the time and date stipulated.

The lessee undertakes to verify the online photographic inventory at the URL with which he will be provided on the day of his arrival.

If no incoming inventory is taken, the lessee will be deemed to have taken possession of the premises in good condition and must return them in the same condition, in the absence of proof to the contrary (Art. 1731 of the French Civil Code).

