

## Terms of Sales

### **Article 1: object :**

This contract is reserved for the exclusive use of vacation rentals and only French law is applicable to the contract.

### **Article 2. General provisions :**

No modification (erasure, overload, ...) will be accepted in the drafting of the contract without the agreement of both parties.

The owner undertakes not to disclose to any third party information of any kind whatsoever, on any medium whatsoever, that the tenant may have had to give him when performing this contract.

These latter provisions are however not applicable with regard to requests for information which would be made by the administrations and / or the Courts.

### **Article 3. Conclusion of the contract and payment :**

The reservation becomes effective as soon as the tenant has returned to the owner a copy of this contract accompanied by the amount of the deposit (30%) of the stay, before the date indicated on the contract. The balance of the rent must be paid on the day of arrival after the establishment of a contradictory inventory. The tenant accepts that this inventory of fixtures can be carried out either by the owner, or by an agent of the owner duly authorized and provided with a written power.

Charges not included in the rent must be paid at the end of the stay.

### **Article 4. Security deposit:**

The tenant pays on arrival a security deposit of 400 euros in addition to the balance of the rent. It will be returned within a maximum of one month from the departure of the tenant, after deduction by the owner of the amounts payable by the tenant for the purpose of restoring the premises. The amount of these deductions must be duly justified by the owner on the basis of the inventory of fixtures, bailiff's report, estimate, invoices, ... If the deposit is insufficient, the tenant agrees to complete the sum on the basis of the supporting documents provided by the owner. This guarantee cannot in any case be considered as participation in the payment of the rent.

### **Article 5. Duration :**

The tenant must vacate the premises at the time provided for in the contract or at a time convenient to the owner, after inventory. The tenant cannot under any circumstances claim any right to remain in the premises at the end of the rental period initially provided for in the contract, unless the owner agrees.

**Article 6. Use of the premises :**

The owner will provide the accommodation in accordance with the description he has made of it and will keep it in good condition. The tenant will enjoy the rental in a peaceful manner and will make good use of it, in accordance with the destination of the premises. The rented premises are used for temporary or vacation accommodation, excluding any professional activity of any kind (maximum 3 months).

Upon departure, the tenant agrees to make the rental as clean as he found it on arrival. All repairs, however important, made necessary by the negligence of the tenant during the rental, will be at his expense.

The rental can in no case benefit third parties, without the prior agreement of the owner. Subletting is prohibited to the lessee, even free of charge, under penalty of termination of the contract, the full amount of the rent remaining acquired or due to the owner.

The installation of tents or the parking of caravans on the grounds of the rented property is prohibited, except with the prior agreement of the owner.

The number of tenants cannot be greater than the maximum capacity indicated on the description. Exceptionally, and subject to the owner's agreement, this rule may be waived. In this case, the owner will be entitled to receive a price increase which must be communicated to the tenant beforehand and recorded on the rental contract.

**Article 7. Reception of animals :**

The owner does not accept the reception of pets.

**Article 8. Inventory and inventory:**

The inventory and inventory of furniture and various equipment are made at the start and end of the stay by the owner or without a representative and the tenant. If it is impossible to carry out the inventory upon arrival, the tenant will have 72 hours to check the inventory displayed and report the anomalies to the owner. After this period, the rented goods will be considered free of damage at the entry of the tenant. A contradictory inventory of fixtures must be established. The tenant accepts that this inventory can be carried out either with the owner or his agent. If the owner or his agent finds damage, he must inform the tenant within a week.

**Article 9. Cancellation conditions :**

Any termination of this contract must be sent by registered mail with acknowledgment of receipt, the date of receipt being proof.

In the event of cancellation by the tenant before arrival on the premises, the deposit remains with the owner. The latter may also ask him for the balance of the amount of the stay, if the cancellation occurs less than 30 days before the scheduled date of entry into the premises.

If the tenant does not appear within 24 hours of the arrival date indicated on the contract, this contract is canceled and the owner can dispose of his rental. The deposit also remains with the owner who can request payment of the balance of the rental.

In the event of cancellation by the owner, the latter pays the tenant all of the sums paid. The tenant can ask for damages or compensation for non-pecuniary damage and financial damage suffered.

In the event of termination during the contract :

When the termination of the contract by the owner occurs during the rental period, it must be duly justified (failure to pay the rent, bad check issued by the tenant, proven deterioration of the leased premises, complaints from the neighborhood, ...) . This termination, which takes place by registered mail with acknowledgment of receipt, results in the departure of the tenant within two days of the date of receipt of the letter notifying him of this decision. In this case, whatever the cause of the termination, the full amount of the rent remains with the owner. The owner reserves the right to keep the amount of the deposit under the conditions specified in the paragraph "deposit".

#### **Article 10. Interruption of stay :**

In case of early interruption of the stay by the tenant, and if the responsibility of the owner is not questioned, there will be no refund, except the security deposit.

If the tenant justifies serious reasons presenting the characteristics of force majeure (unpredictable, irresistible and external event to the tenant), making impossible the progress of the rental, the contract is automatically terminated. The amount of the rents already paid by the tenant is returned to him, in proportion to the duration of occupation that remained to be effected.

#### **Article 11. Insurance :**

The tenant is required to insure the rented premises. He must check whether his main housing contract provides for the resort extension (vacation rental). In the contrary hypothesis, he must intervene with his insurance company and ask him for the extension of the guarantee or else take out a particular contract, under the "holiday" clause. An insurance certificate will be requested from him upon entering the premises.

#### **Article 12. Disputes :**

For all disputes arising from the execution or interruption of this contract, only the courts of the jurisdiction of the place of the building subject to rental are competent.