

SEASONAL LETTING CONTRACT

Between the undersigned,

Mr Gilles AYACHE
Residing at: Villa Mireille, 94 chemin de la Gatonne
83500 LA SEYNE-SUR-MER

hereinafter known as the owner

and

hereinafter known as the renter

a furnished rental is agreed, for which the description is given below, and the terms are as follows

1) Address and features of the accommodation provided for rental:

The house that is the subject of this seasonal rental contract is situated at:
n° 430 chemin de Mar-Vivo à la Verne, 83500 LA SEYNE-SUR-MER (VAR)

The house, known as LA GUITOUNE, comprises 7 rooms with a total living area of 250 m².

It is surrounded by private grounds of nearly an acre (2000 sq.m.), with a Jacuzzi, two patios and a solarium. The basement is equipped with a sauna and shower.

A precise description is appended to this seasonal rental contract.

2) Inventory check

An inventory check will be made in the presence of the renter on handing the keys to the renter and on recovering them.

The inventory will be appended to the present contract.

3) Inventory

This rental having been agreed and accepted as furnished, an inventory of the various items of furniture, equipment, utility and decorative items, will be checked and annotated on handing the keys over to the renter, and on recovering them. The inventory will be appended to the present contract.

The renter will be responsible for any damage or loss that may occur to the furniture, equipment or items.

4) Rental period

The present rental is agreed and accepted for a period of _____ week(s) starting from: _____, at 5pm. It may not be extended under any circumstances except with the prior written agreement of the owner.

The initial contract or the extended contract may not exceed a maximum rental period of ninety days. For taking possession of the premises and all normal formalities (checking and updating the inventory, handing over the keys, payment of the sum agreed on the due date, an appointment is hereby agreed for _____, at 5pm.

The rental period will end on _____, at 12 noon. For this purpose, an appointment is made at 11am on that day for the final inventory check.

5) Rental and costs

The present rental is agreed and accepted for the sum of _____ including costs, with the exception of the costs incurred for delivery of services and services covered by article 7 below.

6) Deposit

- As a surety and deposit for any damage that might be caused to the property, the furniture and/or the fixtures and fittings of the premises, the renter will pay, on the date of taking possession, the sum of 1,500.00 Euros.

This sum, which will not earn interest, will be returned once it has been established that:

- the renter has settled the full sum for which he was due to make payment as stated in the previous paragraph;
- no item of furniture, fixture, fitting or linen is missing, has been damaged or soiled, or if it has, its return to its original state, or its replacement with an identical item, has been agreed with the owner and that he has accepted this;
- the premises have not suffered any damage and have been returned in a clean state (cupboards, waste bins and refrigerators cleared of all waste, sanitation, appliances, and crockery etc.). If the deposit proves to be insufficient, the renter undertakes to immediately make up the sum required.

7) Additional services

During the rental period, the owner shall make available to the renter certain services: cleaning the villa. The terms for making cleaning services available are explained by the person who checks in the renter on his arrival. The final bill for the use made of these services will be notified to the renter at the end of the rental period. The renter undertakes to settle the amount requested on presentation of the bill.

8) Insurance

It is the renter's responsibility to insure his personal effects. The owner undertakes to insure the accommodation against all rental risks in the name of the renter, the latter having a duty to notify the owner within twenty-four hours of any damage occurring to the premises, its outbuildings and accessories.

9) Payment dates

On the day of signing the present contract, the renter will pay the sum of _____ Euros, constituting a booking fee, which will be deducted from the total sum to be paid.

Fifteen days prior to the beginning of the rental period _____, this being the latest date for receipt by the owner, the renter undertakes to settle the balance due for the rent, which, after deducting the booking fee, amounts to _____ Euros.

Failure to make this payment to the owner by the due date, will mean that the rental will be deemed cancelled by the renter, the owner keeping the booking fee as compensation. On the day of taking possession of the premises, the renter will pay the deposit of 1,500.00 Euros.

9 bis) Local Holiday Tax

This is to be paid on arrival and is then given to the Local tax office. It is 0,79 euro cents per person and per night. Children under 13 are exempt of this tax (Identity card or passport compulsory).

SURNAME	FIRST NAME	Age of the occupants
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10) General conditions

The present rental is subject to the normal costs, conditions and law in such matters and the renter undertakes in particular:

- to use the premises only for the purposes of accommodation and to cause no disturbance to the neighbourhood (noise, smells, smoke, lights etc.);
- not to pass on or sublet the present rental under any terms, even free-of-charge, without the written permission of the owner;
- not to change anything on the premises, including the position of the furniture;
- to authorise the owner to make any repairs for which the urgency and requirement arise during the rental and without claiming compensation or reduction in rental..

11) Cancellation clause

Failure to make payment on the dates agreed, or in the event of failure to perform one of the clauses in the present agreement and five clear days after notification by registered letter remaining ineffective, will result in the present contract being cancelled forthwith and the owner may avail himself of the right under article 1590 of the Civil Code to retain the booking fee paid as preliminary compensation.

12) Penalty clause – Booking fee

It is agreed that in the case of withdrawal:

- caused by the owner: the owner shall pay the renter, within seven days of withdrawing, twice the amount of the renter's booking fee.
- caused by the renter: the latter shall lose the booking fee if withdrawal is more than three weeks prior to the date the rental is due to start and if withdrawal is less than three weeks prior to the date the rental is due to start, he will in addition pay the owner the difference between the booking fee and the total rental as a penalty.

13) Choice of domicile

For the performance of the present terms and their continuation, the owner chooses to be domiciled at his place of residence and the renter at the premises rented.

Drawn up at _____, on _____, in three signed copies, one being handed to the renter(s).

The renter(s)

The owner

(Before signing, each party shall add the handwritten note: "Read and approved, good for agreement").