

WE THE UNDERSIGNED

(...)

hereinafter referred to as « the Lessor» or « the Owner »

ON THE ONE HAND

AND

Mrs /Mr / Company,

Living in

Phone number

Email:

hereinafter referred to as « the Traveler»

ON THE OTHER HAND

It has been agreed between the parties that the Lessor rents the Property to the Traveler as described below, according to the following conditions:

1. PURPOSE OF THE LEASING

The parties declare that the present rental does not include long term occupation. It is a vacation rental.

They agree that their respective rights and obligations are governed by the specifications of the present agreement and by the disposals of the French Civil Code.

The premises that are dealt with in the present leasing are rent already furnished on a seasonal basis **for a maximum of 12 people at any moment inside and outside.**

Celebrations such as : weddings, birthdays, etc... ARE STRICTLY FORBIDDEN.

2. DESIGNATION OF THE APROPERTY

2,1 Address of the Property is : (...)

2,2 Date of building : stonehouse built in the 1900's.

Traveller's initial

3. DURATION OF THE SEASONAL RENTING

The Lessor rents to the Traveler the premises from *the 2020 (5: 30pm) to the (9:30 am)* that is for a maximum duration of *..... days* non-renewable.

The Traveler strictly agrees to free the premises on *....., 2020* at the limit time of *9:30 am* and to hand the keys to the Lessor.

At the check-in date, the Lessor will hand the keys and the instructions regarding the premises to the Traveler, that corresponds to the INVENTORY.

4. RENTAL COSTS

The parties agreed to set the cost of the leasing to the price of *..... Euros* for the entire duration of the leasing as described in paragraph 3.

The rent cited above includes, for the whole duration of the leasing, the payment of the service charges and the civil liability insurance and cleaning fees.

5. DAMAGE DEPOSIT

To stand as a guarantee deposit in case of damage and/or deteriorations of the premises, its furniture or its objects, caused by the Traveler, the amount of 1 500 € is due on the day of the arrival in cash.

The damage deposit will be refunded to the Traveler (1 500€) on the departure, a deduction will be done if necessary of the amount that covers the damage and/or deteriorations of the premises, its furniture or its objects, caused by the Traveler, as long with the loss of the keys and objects.

6. PAYMENT SCHEDULE : RESERVATION

To proceed to the booking of the premises, the Traveler must send this agreement with his/her initials at the bottom of each page and signed, accompanied with the paying of the rent, due on agreement, that is *..... €* + a copy of the **Traveler's identification document**.

The Traveler will do this transfer of money through an online-payment or by bank transfer.

Traveller's initial

7. TRANSFER AND SUBLEASE

The present leasing is concluded intuitu personae to the profit of the single Traveler identified at the beginning of the leasing.

Any transfer of the present leasing ; any total or partial sublease, any providing -even for free- are strictly forbidden. The Traveler will not be allowed to make the premises available, even freely and/or through lending, to a person foreign to their home.

8. INVENTORY

An inventory available to the Traveler are given to he/she when arriving on the premises, at the check-in date.

An inventory will be drawn up by the Parties at the end of the renting, each party is to keep a signed copy.

9. LESSOR'S STATEMENT

The Lessor declares to be the owner of the premises and that he has use of all necessary assets for the duration defined in paragraph 3.

The Lessor will justify himself with an electricity bill, a copy of the Property tax or with any other official document.

10. TRAVELER'S OBLIGATIONS

- The Traveler will use **peacefully** the leased premises, the furniture and the equipment according to the instructions specified in the leasing and will answer for the deteriorations and losses that may happen for the duration of the leasing in the buildings in which he/she has exclusive use of all assets.

- **The Traveler will take care of the leased premises and will give the premises back within a good clean state and fixtures at the end of the leasing. If objects that appear in the leasing are found broken or damaged, the Lessor will be allowed to ask for their substitution value.**

- He/She will avoid being noisy not to disturb the neighbours, especially the noises produced by the appliances such as the radio, the TV or likes.

- The Traveler will not be allowed to bring any action against the Lessor in case of stealing and depredations within the leased premises.

- He/She will respect the maximum number of people that can fit in the premises, according to the description that has been handed to him/her, that is a **maximum of 12 people**.

- He/She will not be allowed to oppose any visit of the premises if the Lessor or his authorized representative asks for it.

Traveller's initial

11. CANCELLATION

The signing of the leasing commits both parties on irrevocable grounds. No cancellation is allowed unless a written agreement of the parties is reached.

If the Traveler renounces the leasing, he/she is indebted of the total amount of the rent.

In case of travel bans due to the Covid 19 that stop the Traveler to travel to the Property, the Lessor will refund any payments made by the Traveler. Booking fees paid to Homeway or Airbnb are not reimbursed by the Lessor. Those fees represent the cost of service provided by the websites are not related to the Lessor.

The owner is allowed to terminate the contract to the benefit of both parties if he expects that the traveller won't be able to travel to the property, in that case the traveller will be fully reimbursed.

12. TERMINATION AS OF RIGHT

If the Traveler fails to fulfil one of the contractual obligations, the present leasing will be cancelled as of right. This cancellation will come into effect within 24 hours after a notice through a certified letter issued by a bailiff and/or an attorney or a simple handed letter that would have been left unsuccessful.

13. CHOICE of COURT and APPLICABLE LAW

if any dispute should happen, the Lessor's courthouse will be the exclusive jurisdiction. The Tribunal of Aix-en-Provence will hear any dispute between the Parties related to the present contract. The present leasing and its consequences are submitted to French law.

OWNER

(...)

Surname First name

In (...),

The Lessor

Date /2020

SIGNATURE

TENANT

Surname First name

In

The Traveler

Date /2020

SIGNATURE

NB : If you agree to this leasing, return it with :

- your signature « read and approved » / INITIALS at the bottom of each page
- the copy of an identification document
- the downpayment (online payment, by bank check or international bank transfer)

Thank you in advance and see you soon to welcome you.

Kind regards.

APPENDIX TO THE DESCRIPTION OF THE LEASING

Description :

Number of main rooms : eight

Total area of the leased premises : 249 m²

Pool: 12,30 X 5,30 **[heated from mid-May to September]**

Yard : 14 000 m²

Six bedrooms, including 2 on the groundfloor with a bathroom or a shower room

Bathroom and toilet : 3 shower rooms + 1 bathroom on the groundfloor ; 5 toilets

Other rooms : laundry room/ boiler room

Parking lot: 6 pitches

Situation :

Exposition and view : South, East, West, view on the Etoile range. On the site, view on the Sainte-Victoire mountain

Distance to the sea : 30 km

Distance to the city-center : 8 km

Distance to the shops: PUYRICARD 2 km

Distance to the railway station : 8 km