

# CONTRACT of TEMPORARY RENTAL

## ***Translation of the French-language version « Contrat de Location Saisonnière », which is the sole contractual document***

### **By and between :**

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Tel. / Fax : +33.1.69.28.99.87, e-mail : [mh\\_jbh@orthinea.com](mailto:mh_jbh@orthinea.com) hereunder called « **the Owner** »

and : ....., hereunder called « **the Client** »

**an agreement is hereby concluded for the temporary rental of the furnished house (« the villa »), described hereunder :**

● **Address of the villa :** 2836 Route de la Madrague, Giens, 83400 Hyères, France

● **Category :** 3\* by decision n° 218300697011 of departmental prefecture on 17 March 2006

### ● **Description of the villa :**

Type : Detached house of about 100 m<sup>2</sup> usable area, comprising :

#### At the terrace level :

- Living room with open kitchen,
- Bedroom, separated from the living room by a mobile wall, equipped with 3 single beds,
- Bedroom with en-suite bathroom with shower, equipped with a 140-cm double bed and a wall-cupboard,
- Toilet with elevating pump,

#### At the upper level :

- Sitting room with wall-cupboard, equipped with a double convertible sofa, a 3-seater sofa and an armchair,
- Bedroom with balcony overlooking the sea, equipped with a 160-cm double bed and a wall-cupboard,
- Bedroom with balcony overlooking the sea, equipped with two single beds,
- Bathroom with shower bath,
- Toilet

#### Annexes of which the Client has an exclusive use :

- Private garden of about 600 m<sup>2</sup>, including :
  - Tree-grown front yard with parking area for 2 cars,
  - Terrace overlooking the sea, about 60 m<sup>2</sup> in size.
- Storage room for beach and boating equipment, near the sea gate.

● **Maximum number of occupants :** 8 persons

### ● **Description of property**

The house is surrounded by the garden intended for the sole use of the client (described above).

The property has a total area of approx. 1600 m<sup>2</sup>. It is completely enclosed.

The Client has a right to access and use the lower part of the property, which has a gate to the seashore (see attached Particular conditions of rental).

### ● **Inventory of fixtures**

An inventory will be made and signed jointly by the Client and the Owner's representative when the keys are handed to the Client. It will be checked and signed again when the rental terminates. If this could not be done due to any reason relating to the Client, notably in case of arrival or departure from the house in the absence of the Owner or his representative, particularly in case of arrival or departure out of the normal working hours (i.e. from 9 a.m. to 6 p.m.), the house and its equipment will be deemed to have been handed to the Client in a perfect condition, and the inventory made by the Owner or his representative alone after the Client has left will be deemed valid by both parties.

### ● **Duration of rental**

The present rental is awarded and accepted for the period from Saturday ..... at 3 p.m.  
to Saturday ..... at 10 a.m.

The Client may not extend it without prior written consent from the Owner.

The initial or extended contract may not result in a duration of rental exceeding 90 days.

An appointment is now made in the villa on the specified day and time of beginning of the rental, in order to hand over the house and do the usual formalities (checking condition and inventory, handing over of keys, payments to be made on the spot). This appointment may be changed in case of absolute need and by previous agreement between the parties.

### ● **Rent and expenses**

The present rental is awarded and accepted against payment of the total sum of (in writing) : ..... Euros, all expenses included, such as visitors' tax (amounting to 0.96 € per day and per person older than 13), but excepting eventual consumptions of water, gas or electricity far in excess of the usual standards or which might be charged in case of ascertained gross abuse or negligence.

## Payment

On signing of the present contract, a sum of ..... Euros is paid by the Client as a downpayment towards the full rent. The Owner acknowledges receipt of this sum.

No later than **three weeks from date to date** before the beginning of the rental, the Client shall pay the remaining amount of the rent, i.e. .... Euros. Payment of the remaining amount will be due in any case, whether the Client is present or not during the agreed rental period, and even in case he is prevented to come by overwhelming reasons. **The Client is strongly advised to insure himself against the risk of cancellation.**

### • Deposit

Upon arrival, the Client will deposit the sum of 1000 Euros with the Owner's representative *[in cash or by credit card print]*. This sum will serve as a guarantee for any damage which might occur to the building, its furniture and equipment belonging to the Owner, or for the payment of any debt which the Client might incur due to the execution of this contract.

This sum will produce no interest. It will be handed back to the Client within two weeks after the Owner has been able to ascertain that :

- no piece of furniture, equipment or linen is missing, damaged, made dirty, unless in such a case, its repair or identical replacement have been agreed upon with the Owner ;
- the rented housing has suffered no damage and has been left in a state of cleanliness such as to allow the following Client to take possession (*floors washed, cupboards, dustbins and refrigerator with no trash left, sanitary ware washed, household apparatus cleaned, plates, dishes and kitchen utensils washed up and stored into place, terrace swept, etc*) ;
- equipment, notably electronic equipment, has been left in good state of operation, connection and adjustment ;
- there remains no debt of the Client towards the Owner as a consequence of the rental.

In case this deposit turned out to be too small, the Client undertakes to pay the amounts due in excess.

### • Obligations of the Client

The present rental is subject to usual charges and conditions, i.e. notably :

- the villa shall be used solely as non-permanent accomodation and without causing any annoyance to neighbours (noise, smells, smoke, lights, etc.);
- the rental shall not be transferred or sub-let to a third party, even free of charge, unless accepted in writing by the Owner;
- no person shall be admitted overnight (or allowed to continuously use the villa's services) in excess of the number declared by the Client (for which residence tax will be paid), or in excess of the maximum number mentioned above, without prior written consent of the Owner ; if this rule were broken, an additional rent of 4% of the weekly rent, per extra person per night (or per day of stay) would be due as a penalty ;
- no caravan or camping car shall be parked on the grounds or nearby in the street, no tent shall be set up on the grounds;
- the rented housing shall not be altered in any way and furniture shall not be moved;
- the Owner shall be allowed to proceed with any repairs which may appear urgent during the time of rental, and the Client shall not be entitled to indemnity.

**Particular conditions of rental** : the particular conditions mentioned in the appendix to the present contract are an integral part thereof.

### • Obligations of the Owner

- Concerning the situation of the rented housing towards natural and major technological hazards (Art. L 125-5 and R 125-23 of the Environmental code) : The Owner declares that as of this date, the rented housing does not fall under these regulations.
- Concerning eventual previous environmental or technological disasters : the Owner declares that the rented housing has never suffered a disaster giving rise to indemnity from an insurance against natural hazards (Art. L 125-2 of the Insurance code) or technological ones (Art. L 128-2 of the Insurance code).

### • Resolutive condition

In case any sum due is not paid at the agreed time, or in case any clause of this contract is not fulfilled, and FIVE DAYS after the first presentation of a demand made by registered letter to no effect, the present contract will be cancelled immediately. However, the Owner will be entitled to continue to demand full payment of the agreed rent and to keep, as first indemnities, all the sums already received.

### • Election of domicile

For the execution of the present contract, parties elect domiciles at their respective home addresses mentioned above. However, in case of dispute, the competent courts will be those in whose jurisdiction the villa is located.

### • Appendices

Particular conditions of rental

Detailed description of the rented housing

Made on ..... in Gif-sur-Yvette, in 2 original copies

The Owner

The Client

*(signatures preceded by the handwritten phrase : « read and approved »)*