

To confirm your reservation, thank you to publish this contract and to fill it most precisely possible, then to return it to us to the following address in 2 specimens accompanied by a cheque of deposit of 30% of the total value of your stay. The cheque is to be made out to SAS VILLA EDEN.

Address to turn over the contract:

SAS Villa EDEN  
119 Bd Don Quichotte  
85000 La Roche sur Yon  
FRANCE

## LEASING AGREEMENT

### Enters the undersigned,

Nom: SAS Villa EDEN

Address 119, Boulevard Don Quichotte, 85000 La Roche sur Yon (85),

Called the financial backer on the one hand,

And

Name:

First name:

Address:

Town :

Country :

Such:

GSM:

E-mail: Named the taker after.

It is agreed of a seasonal rental for the furnished buildings whose designation follows:

### Address room given in rental:

Villa Eden

15, rue du Paradis aux ânes

85520 Jard sur Mer

### Rental period:

The present rental is authorized and accepted for one duration of.... days, as from ..... at 5 p.m. 00, to finish it ..... at 10 a.m. To in no case it could not be extended, except prior agreement and written of the financial backer.

### Number of people:

The present rental is authorized and accepted for ..... adult (S), ..... child (S) [3 to 12 years],.... Child (S) [13 to 18 years],.... Child (S) of less than 3 years. The number of people using the rental cannot rank above 12 people (a child of more than 24 months = a person): capacity of maximum reception defined in the descriptive card. If it would be established that the number of people lying in the villa is higher than 12, the owner is in right, either to perceive an increase of price of an amount of 300 euros per anybody additional and week, or to ask the additional people to leave. Any litigation could be consigned by usher. In addition, the tents and the caravans are not authorized in the property.

### Options selected:

The present rental is authorized and accepted with the following options:

- Quantity of "Kit bed double 160\*200": .... X 20 €;
- Quantity of "Kit bed simple 90\*200": .... X 15 €;
- Quantity of "Kit bathroom linen": ....X 10 €;
- Quantity of "Kit swimming pool": .... X 10 €;
- Pieces of equipment baby (free) (....)
- Household of stay (200 €)

**Rent/loads (including options selected):**

The present rental is authorized and accepted with the help of the total price of ..... Including all taxes. (In any letter) EUROS (..... euros - quantifies some -). The visitor's tax is not included and payable on the spot the day of the arrival just for August and July.

**Deposits:**

As deposit and guarantee of the damage which could be caused with the room or with furniture and/or the objects furnishing the places, the taker will pour, the day of his arrival the sum of thousand five hundred euros, 1500 euros in exchange of the keys (on separated cheque, not cashed).

This sum, nonproductive of interests, will be restored in the 15 days as of the made proof that: - no piece of furniture, object or linen absent, are degraded nor dirtied, or if such is the case, its its replacement or repairing by the identical one is agreed with the financial backer who accepted it; - the places did not undergo any degradation and are given in clean state (dustbins empty of waste and empty refrigerator, medical, apparatuses electric household appliances, crockery, barbecue cleaned etc...). If this guarantee proved to be insufficient, the taker commits himself right now perfecting the sum of it.

**Insurance:**

The taker commits himself on the honor to insure himself against the tenant's risks (fire, damage of water, broken windows, seeing with its insurer extension holiday) and to inform the financial backer of any disaster under 12 midnight. The defect of insurance, in the event of disaster, will give place to damages. A certificate of insurance will be claimed to him at the entry of the places or failing this, a declaration on the honor.

**Bill book of payment:**

The day of this signature, it is poured by the taker 30% of the rent is the sum of ..... Euros (in any letter) (..... euros - quantifies some -) constituting the deposit and coming in deduction from the total sum to pay. The balance of 70% is ..... euros (in any letter) (..... euros - quantifies some -) will be versed to the financial backer at the latest 2 weeks before the date envisaged of arrival. The leasing agreement will be regarded as cancelled by the tenant in the event of non-payment of the pay as of the date envisaged in the known as contract.

**General and particular conditions:**

The present rental is made with the usual loads and conditions and of right in similar matter and the taker engages in particular with: · To intend the places only for the dwelling without causing disorders of vicinity (noises, odors, fume); · Not to yield or sub-lease to in no case the present rental , even on a purely gracious basis, except written agreement of the financial backer; · To authorize the financial backer to carry out all repairs for which the urgency and the need would appear during the rental and this without claiming with an allowance or reduction of rent. The general conditions attached automatically apply, and will have to be signed for acceptance. Herewith the description of the rented places and a plan of access.

**Avoidance clauses:**

In the absence of payment at the limits fixed or in the event of inexecution of one of the clauses of this engagement, and FIVE DAYS frank after a simple summation by registered letter remained unfruitful, this contract will be immediately terminated and the financial backer will be able to prevail himself of article 1590 of the Civil code to preserve the installments poured as the first damage interests.

Fact with ....., it ..... in two specimens.

Striped null zero words, zero Lines

It (S) financial backer (S)

(S) taking (S)

The Signature (S) preceded by the mention “read and approved” signature (S) preceded by the mention

## GENERAL CONDITIONS

- **ARTICLE 1.** The customer must present himself the day specified at the hours mentioned on the contract. Generally, the arrivals are carried out Saturdays between 16h30 and 18h, and the departures the same day with 10h. Specific conditions can be arranged on request (possibility of arrival in the night),
- **ARTICLE 2.** Our prices include/understand: the rental, consumption of water, electricity and heating, supply of the feather beds, thwarts and pillows except particular mention, communications in Metropolitan France on fixed line starting with 01-02-03-04-05, the access to Internet.
- **ARTICLE 3.** Our prices do not include/understand: the supply of toilet and household linen, bolster cases and pillows, covers feather bed and cloth, household of end of stay (except complementary services) and it visitor's tax.
- **ARTICLE 4.** The visitor's taxes, collected on behalf of the municipalities, are not included in the tariff. They are about 0,77 € to 1 € per anybody of more than 12 years and per day and are to be regulated on the spot.
- **ARTICLE 5.** Any reservation gives place to the signing of a leasing agreement taking again the principal characteristics of lodging and the conditions of sale. This reservation is regarded as final only if it is accompanied by the payment of 30% of the amount of the stay as instalment.
- **ARTICLE 6.** The payment of the balance must be done 2 weeks at the latest before the date of arrival. In the absence of payment within the deadlines, the owner has the right to have the buildings while preserving totality of the paid sum as instalment.
- **ARTICLE 7.** In the event of reservation carried out less than 30 days before the date of beginning of the stay, the customer will have to regulate the integral amount of the stay.
- **ARTICLE 8.** Any cancellation must be notified to the owner by registered letter. Only the date of cancellation recorded by the owner makes it possible to determine the amount of the expenses. In the event of cancellation by the customer, the refunding of the versed sums will intervene according to the date of cancellation compared to the date of stay: - More than 60 days before: deposit of 30% is preserved, without additional expenses, - 60 days to 30 days: 70% of the rental, - Less than 30 days: 100% of the rental.
- **ARTICLE 9.** The contract is drawn up for a maximum capacity people. If the number of people exceeds the capacity of reception, the person receiving benefits can refuse the additional customers. The contract being broken because of the customer, the price of the rental remains sure with the owner.
- **ARTICLE 10.** Our friends the animals are not allowed. In the event of nonrespect of this clause by the customer, the person receiving benefits can refuse the animals.
- **ARTICLE 11.** The customer is responsible for all the damage occurring of his fact. It is invited to subscribe a standard contract holiday for these various risks, and will have to present a certificate the day of its arrival.
- **ARTICLE 12.** In the case or the owner would see itself prevented from honouring its engagements for case of absolute necessity, the owner reserves the right to cancel the reservations, and completely refunds the fixed price or the poured rent, excluding any other claim on behalf of the customer.
- **ARTICLE 13.** It is interdict to smoke inside the villa.
- **ARTICLE 14.** From the taking possession of the locative, it will be requested a guarantee whose amount is fixed at 1500 € (1300+200). This deposit will be restored by mail, under 15 days, made deduction of deteriorations or lacks.
- **ARTICLE 15.** Obligation to occupy the places personally, to live them “as a good father of family” and to maintain them. Any complaint relating to the inventory of fixtures and the state of the descriptions or others, could be examined only if it were announced beforehand to the person receiving benefits or the owner, in the 24 hours as from the date of entry in the places, with copy by letter registered to the owner, qualified to only give an opinion on the litigations.
- **ARTICLE 16.** The tenant commits himself to respect and be making respect the instructions of bathe registered on the panels bordering the swimming pool. There is also committed remaining vigilant with regard to the children whom he supervises inside or outside the basin, in particular in their prohibiting to jump or plunge or even to run around the basin. It is committed moreover at least using arm-bands for the children of less than 6 years.
- **ARTICLE 17.** The bed linen must be used normally, in particular the bed is done with cloths, covers of feather bed and pillowcases. At the time of the departure, in the event of option cloth or towel, cloths will have to be removed beds and to be gathered in the bedrooms as well as the hand towels used.

(S) the financial backer (S)

(S) taking (S)

the Signature (S) preceded by the mention "read and approved" signature (S) preceded by the mention "read and approved"

## VILLA DESCRIPTION

**Addresses rented place: 15 route du Paradis aux ânes, 85520 JARD SUR MER**

**Consistency of the room given in rental : Villa of 230 m2**

**Designation of the room given in rental :**

### **Composition of the room at the ground floor:**

- Stay living room/dining room 51m , with billiards, TV, satellite receiver, DVD, chain home cinema, Access Internet high flow with Wifi spot, telephone, 2 settees, 1 coffee table, 1 table for 12 people and 12 chairs
- Cook American equipped (American refrigerator, dishwasher, microwave, oven, cooktop),
- bedroom with 2 electric beds of 80\*200 transformable in 1 bed of 160\*200, 1 dressing room, 1 console, 2 night tables,
- bedroom with 1 bed of 160\*200, 1 dressing room, 2 integrated night tables,
- WC,
- Shower room,
- Dryer and washing machine,
- Heated interior swimming pool of 7 \* 3m, Sauna, shower and toilet.

### **Composition of the room on the 1st floor:**

- Room with 4 beds of 90\*200, 2 night tables,
- Room with 1 bed of 160\*200 + reads baby,
- Mezzanine with settee reads 160\*200, TV, 1 coffee table,
- Bathroom,
- WC.

### **Installation external on garden of 1600m2 closed :**

- 4 Terraces,
- Swing, toboggan,
- Barbecue,
- 2 tables,
- Country cottage out of wooden.

### **Inventory of fixtures/inventory:**

A contradictory inventory of fixtures will be established before entry of the tenant, an inventory will be at your disposal in the room. This last will have to be checked by the taker as of his entry in the places. (S)

**the financial backer (S)**

**(S) taking (S)**

**For our information, can you indicate to us by which means you knew Villa Eden:**

- Aritel ....
- Homelidays ....
- Clévacances ....
- Vivastreet ....
- Yahoo Announces Real ....
- Google ....
- Others: .....