

To confirm your reservation please complete this contract as accurately as possible, then return two copies to us at the following address with a cheque deposit equivalent to 30% of the total cost of your stay. The cheque should be made out to SAS VILLA EDEN.

Please return the contract to the following address

M. et Mme LE FLEUTER, Villa EDEN  
119 Bd Don Quichotte  
85000 La Roche sur Yon



**HOLIDAY RENTAL AGREEMENT**

Between the undersigned,

Surname : LE FLEUTER, Name: Nicolas  
Address: 119, Bd Don Quichotte 85000 La Roche sur Yon,

Name of lease holder

And

Surname: \_\_\_\_\_ Name : \_\_\_\_\_  
Address : \_\_\_\_\_

Postal code and city :

Tel : \_\_\_\_\_ GSM : \_\_\_\_\_

E-mail :

Name of principal tenant

A holiday rental has been agreed for the following furnished premises:

**Address of rented premises**

Villa Eden  
15, rue du Paradis aux ânes  
85520 Jard sur Mer

**Rental duration:**

The current rental agreement has been agreed and accepted for a period of .....days, starting from.....at 5:00pm, and ending the .....at 10:00am.

In no circumstances may the rental agreement be extended unless the owner gives prior written consent.

**Number of persons**

The current rental agreement has been agreed and accepted for .....adult(s).....child/children (from 3 to 12 years old).....child/children (from 13 to 18 years old).....child/children under 3-years-old. The number of people using the holiday rental cannot exceed 12 people (a child who is older than 24 months = one person) The maximum capacity of the accommodation is layed out in the descriptive statement of the property. In the case where it has been established that the number of people residing in the villa is more than 12, the owner is entitled to either receive a price increase of €300 for each additional person per week, or ask for the additional person to leave. Any legal dispute could be recorded by bailiffs. In addition, tents and caravans are not allowed on the car park.

**Available options:**

The current holiday rental is agreed and accepted with the following options:

Number of « double bed kits 160\*200 » : .... x 20 €

Number of« single bed kits 90\*200 » : .... x 15 €

Number of « bathroom towels» : ....x 12 €

Number of « Swimming pool kits » : .... x 12 €

Baby equipment (free)

Daily cleaning(50€/day duration 2 hours.)  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday

End of stay house keeping (200 €)

### **Rent/charges (including selected options)**

The rental is agreed and accepted for the price of:

..... EUROS incl VAT Tax for the rental (charges included) and

..... EUROS incl VAT Tax for options

Tourist tax is not included and is payable on site on the day of arrival for the months of July and August.

### **Security deposits:**

A general security deposit as well as a deposit for damage, which could be caused to the premises or to furniture and/or other objects around the property, or in the event of a complaint of excessive noise by a resident neighbouring the property, will be paid by the tenant on the day of his/her arrival. A sum of 1800 euros is payable in exchange for the keys (separate cheque or cash or previous bank transfer) and another deposit of 200 euros for the household (separate cheque, or cash or previous bank transfer).

This non-interest bearing sum will be refunded within 15 days upon proof that:

-no furniture, object or linen is absent, damaged or soiled, or if this happens to be the case, the restoration or exact replacement of the damaged item has been agreed and accepted by the lease holder.

-the premises have not suffered any damage and are returned in their original condition (rubbish bins empty of waste, fridge emptied, toilets, electrical appliances, crockery, and barbecue grill cleaned, etc...)

If this deposit proves insufficient, the tenant will be required to make up the outstanding sum.

### **Insurance :**

The tenant undertakes a commitment to insure him/herself against risks during the rental (fire, water damage, broken windows: holiday insurance cover should be discussed with the tenants insurer) and to inform the lease holder of any loss and claim within 24 hours. A lack of insurance, in the event of loss, will lead to damages. A certificate of insurance will be required upon entering the premises or, failing that a declaration **of honour**.

### **Payment schedule:**

On signing this contract the tenant will pay 30% of the rent + options. I.e the sum of ..... Euros (written in words) (.....euros – written in figures -) this is a deposit payment which will be deducted from the total sum to be paid.

The outstanding balance of 70% is .....euros (written in words) (..... euros – written in figures -) this will be paid to the lease holder no later than 3 weeks before the scheduled arrival date. It will be considered that the rental agreement has been terminated by the tenant in the event of non-payment of the balance on the date specified in the said contract.

### **General and specific conditions:**

The current rental lease is made under ordinary and lawful rules and conditions that apply and the tenant pledges to fully commit to the following.

- to live inside the premises without causing any trouble in the neighbourhood. (noise, smells, smoking);
- to not hand over or sublet under any circumstances the current rental property, even free of charge, without the property owner's prior written agreement.
- Allow the lease holder/owner to carry out any urgent repairs on the premises during the rental period if needed without demanding compensation or a reduction in the rent.

The attached general conditions apply by right and must be signed in order to be accepted.  
A description of the rented premises and an access plan is attached.

**Termination clause :**

Following failure to pay on the due dates specified or non-implementation of one of the clauses in this agreement, and following five clear days after a simple warning by registered letter proves unsuccessful, the current contract will be immediately terminated and the lease holder will be able to rely on Article 1590 of the Civil Code in order to hold onto any deposits paid as part of the first award of damages.

Place....., date ..... one of two signed copies

Do not cross out any words or lines

The lease holder(s)

Signature(s) preceded by the words "read and approved" signature(s) preceded by the words "read and approved"

The tenant(s)

## GENERAL CONDITIONS

- **ARTICLE 1.** The customer should arrive on the specified day and times indicated on the contract. For arrivals this is on Saturday between 5:00pm and 6:00pm. Departures take place on the same day at 10:00am
- **ARTICLE 2.** Our prices include: the rental of the apartment, water, electricity and heating, the supply of duvets, bolsters and pillows unless otherwise stated, access to a fixed line telephone in mainland France for numbers starting with 01-02-03-04-05, internet access.
- **ARTICLE 3.** Our prices don't include: the supply of linen and toiletries, pillow and bolster cases, duvet covers and sheets, house cleaning (except if taken as an optional service) and tourist tax.
- **ARTICLE 4.** Tourist tax is collected on behalf of the local authority and are not included in the overall price of the rental. It ranges from €0.77 to €1 in price per person per day for those over the age of 12 years old. It is payable on site.
- **ARTICLE 5.** Any reservation will lead to the signing of a rental agreement taking into account the principle characteristics of the accommodation and the conditions of sale. This reservation is only considered definitive if it is accompanied by a deposit payment of 30% of the total amount of the stay.
- **ARTICLE 6.** The payment of the outstanding balance must be made at least 15 days before the start date of the stay. In the absence of such a payment, in the stated time, the owner is entitled to dispose of the property as he/she sees fit while retaining the entire amount paid as a deposit.
- **ARTICLE 7.** If a reservation is made less than 30 days before the start date of the stay, the customer must pay the full amount of the stay up front.
- **ARTICLE 8.** Any cancellation must be addressed to the owner by registered letter. Only the cancellation date registered by the owner determines the sum of the costs incurred. In the event of a cancellation by the customer, a refund of the sums paid will take place according to the date of the cancellation in relation to the date of the stay.
  - More than 60 days before: the deposit of 30% is retained,
  - From 60 days to 30 days: the customer will have to pay 70% of the total rental.
  - Less than 30 days: the customer will have to pay 100% of the total rental.
- **ARTICLE 9.** The contract has been established for a maximum capacity of 12 persons. If the number of people exceeds this capacity, the provider can refuse these additional guests. Given the contract will have been broken by the client, the price of the rental will also be at the owner's discretion.
- **ARTICLE 10.** Pets are not allowed. In the event of non respect of this clause by the customer, the provider can refuse the animals.
- **ARTICLE 11.** The customer is liable for any damage arising or caused by his/her actions. The customer is invited to take out a holiday insurance contract to protect against these different risks, and should present a certificate on the day of his/her arrival.
- **ARTICLE 12.** In the event that the owner is unable to honour his commitments, for whatever reason, the owner reserves the right to cancel reservations, and to fully reimburse the deposit or rent paid, excluding any other claims from the client.
- **ARTICLE 13.** It is forbidden to smoke inside the villa.
- **ARTICLE 14.** On taking possession of the property, a fixed security deposit of €2000 will be required (1800+200). This deposit will be returned by post, within 15 days, after any deductions for damage or loss have been taken into account.
- **ARTICLE 15.** There is an obligation to personally occupy the property, to live in it "with due diligence" and to maintain it. Any complaint concerning the condition of the property and its descriptive state or other, may only be examined if the service provider or property owner has been notified beforehand within 24 hours from the date of entry into the property. This should be done by registered letter to the property owner, to judge and offer an opinion over the dispute.
- **ARTICLE 16.** The tenant agrees to respect, and to make sure others also respect, the swimming instructions written on the panels around the pool. He/she also undertakes a commitment to be extra vigilant with regard to children under his/her care inside or outside the pool, notably by prohibiting them from jumping or diving or running around the pool. The tenant also agrees to use swimming armbands for children under the age of 6 years old.
- **ARTICLE 17.** Bedding should be used normally. The bed is made with sheets, duvet covers and pillowcases. Upon departure, in the case of the sheet and towel option, the sheets should be removed from the beds and placed in the bedrooms. The same should be done for any bathroom and toilet towels used.
- **ARTICLE 18.** Maintenance and service of rental equipment: If needed (breakdown in equipment) the lease holder reserves the right to intervene in the rented premises in order to repair equipment, without the tenants making a claim for a reduction in the rent. No repairs will take place on a Sunday.

Signature(s) preceded by the words "read and approved" signature(s) preceded by the words "read and approved"

The lease holder(s)

The tenant(s)

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

## VILLA DESCRIPTION

**Address of rented property: 15 rue du Paradis aux ânes, 85520 JARD SUR MER**

**Configuration of rented property : Villa of 230 m2**

### **Layout of premises on the ground floor:**

- Living room/dining room 51m<sup>2</sup>, including convertible pool billiard, 108cm full HD TV, Free Box revolution (with integrated DVD Blu-Ray reader), Hi-Fi channel Samsung, Wifi Internet, telephone, one storage unit.
- 2 settees, 1 coffee table, 1 table for 12 people and 12 chairs
- 1 desk with a tablet computer available.
- 3 armchairs
- Fully equipped open plan kitchen (fridge, dishwasher, microwave, oven, electric hob)
- 1 electric grill for 12 people.
- 1 charcoal barbecue for 12 people
- Bedroom with one 160\*200 in size; 1 TV and 2 bedside tables.
- Bedroom with 2 electric beds of 80\*200 transformable in 1 bed of 160\*200, 1 dressing room, 1 Xbox 360 game console (6 games), 2 bedside tables,
- Bathroom with shower and washbasin
- Toilet with washbasin
- Laundry with tumble dryer and washing machine, iron and ironing board and central vacuum cleaner.
- Indoor heated swimming pool 7 X 3m,
- Sauna, shower and toilet adjacent to pool area,

### **Layout of premises on the first floor**

- Bedroom with 4 beds of 90\*200, 2 bedside tables,
- Bedroom with 1 bed of 160\*200 + reads baby,
- Mezzanine with 1 sofa bed 160\*200, TV, 1 coffee table, Xbox 360 console (3 video games)
- Bathroom,
- WC.

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

- 4 Terraces,
  - Swing, toboggan,
  - 1 Barbecue (charcoal) and 1 electric plancha (grill),
  - 3 tables, 21 chairs
  - Country cottage out of wooden,
- 1 ping-pong table

### **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 owner(s)

The tenant(s)

### **Please tell us how you found out about Villa Eden:**

- |   |  |
|---|--|
| <input type="checkbox"/> Abritel /              | <input type="checkbox"/> Airbnb / Triadvisor |
| <input type="checkbox"/> Homeaway / Fewo Direct | <input type="checkbox"/> Villa-eden.net      |
| <input type="checkbox"/> A friend/word of mouth | <input type="checkbox"/> Google              |
| <input type="checkbox"/> Clévacances            | <input type="checkbox"/> Other: .....        |