



HOLIDAY LEASE AGREEMENT

Dear Sir or Madam

Further to your request, please find below the holiday lease agreement, and attached a description of the accommodation.

If you wish to rent the property, Please send me a copy of the contract featuring confirmation of your agreement, together with a deposit payment.

I look forward to hearing from you. Yours faithfully

(Landlord)

Between the Landlord

and the Tenant

☐ Mr ☐ Ms First name..... Surname	☐ Mr ☐ Ms First name Surname
Address	Address
.....	
Postcode Town.....	Postcode..... Town
Tel. Fax	Tel.....
E-mail :	E-mail
Web :	No of adults No of children.....
	certifies be insured with of: for a main residence contract (including the resort extension) with the policy number of insurance:

to rent the premises

Clévacances reg. no.	Living area m2 No of bedrooms.....
Categorykeys Official capacity persons	No of beds: double..... single.....
Full address	Available for smoker ☐ Yes ☐ No
.....	Other details
Postcode Town	
Tel.	

The Landlord, or his or her representative, rents

From/...../..... athours to/...../.....at hours	
For a total of € for the rental period.	
This price includes all utility charges ☐ yes ☐ no, if charges are not included, they will be billed at the following rates :	
☐ Heating oil €/litre... ☐ Electricity €/kWh... ☐ Gas €/kWh... ☐ Water €/m ³ ... ☐ Firewood €/stère...	
Telephone ☐ yes ☐ no	Conditions (specify)
Internet access ☐ included ☐ Extra charge € for the rental period	
Pets welcome ☐ yes ☐ no – Extra charge € per pets for the rental period	
Optional services, to be paid for on site (tick if required)	
☐ sheets.....€ per bed	☐ towels € per person
☐ household linen€ for the rental period	☐ final house cleaning €
Local tourist tax collected for the council ☐ included ☐ Extra charge, ... € /day/adult and ... € /day/child under years of age.	
A security deposit of € will be required on arrival, together with the full balance of the rent.	
This security deposit will be returned to you on your departure, or..... days after your departure (not to exceed one month), after deductions for damage, cleaning or repair to the premises.	
This agreement will be valid if I receive at my address before20	
• one dated and signed copy of this agreement	
• A deposit in the amount of to be paid by:	
☐ international bank transfer (IBAN enclosed) ☐ postal giro cheque payable to Landlord ☐ bank cheque payable to Landlord	
☐ <i>chèque vacances</i> (Landlord registered: ☐ yes ☐ no) ☐ CB	
Beyond that date, this proposal will be cancelled and I shall dispose of the accommodation otherwise.	
Insurance cancellation	
To avoid any unpleasant surprise, Clévacances advises you to sign the insurance cancellation for only 3,50 % of your amount stay !	
In case of cancellation before your departure (disease, hospitalization, accident) you can be paid off your deposit !	
For more information and to sign this insurance go on: www.clevacances.com column(section) "insurance cancellation"	
This agreement exists in two copies.	
(date)	I have read the general terms and conditions overleaf.
Landlord	(town) (date) (town)
	Tenant

General Terms and Conditions

Article 1. Purpose. This agreement is reserved for the exclusive use of approved **Clévacances** holiday accommodation and only French law is applicable.

Article 2. General. No modification (erasure, addition) to this agreement will be accepted, unless by agreement between the two Parties.

The Landlord undertakes not to divulge in any form whatever any information the Tenant may have provided during the period of the lease.

This latter point is not applicable if the request for information comes from the administrative authorities or the courts.

Article 3. Conclusion of Agreement and Payment. Reservation becomes effective when the Tenant has returned a copy of this agreement with an advance payment (*acompte*) before the date given overleaf. The balance is to be paid on the day of arrival, after the Landlord and Tenant have agreed in writing to the inventory of the facilities. The Tenant agrees that the inventory may be made either by the Landlord or by the Landlord's representative with written authority.

Charges not included in the rent must be paid at the end of the stay.

Article 4. Security Deposit. The Tenant must pay on arrival, in addition to the balance of the rental, a security. The security deposit will be returned at most one month after the date of departure, less the costs of any damage, loss, or cleaning. Any deductions made must be duly justified by the Landlord on the basis of such evidence as the final inventory, process-server's affidavit, estimates, and invoices. Should the security deposit be insufficient, the Tenant undertakes to make up the sum to the total of the invoices furnished by the Landlord. The security deposit may not be taken as part payment of the rental.

Article 5. Duration of Lease. The Tenant must vacate the premises by the time specified in the agreement or at a time convenient to the Landlord, once they have been inspected. The Tenant has no right to remain on the premises once the lease initially specified in this agreement has expired, except with the agreement of the Landlord.

Article 6. Use of Premises. The Landlord will provide the premises in a condition corresponding to the description given and will maintain them in good order. The Tenant will occupy the premises without causing disturbance and for their intended purpose. The premises are rented as temporary or holiday accommodation, excluding any professional activity of whatever sort (up to three months).

On departure, the Tenant undertakes to leave the premises as clean as he or she found them on arrival. Any repairs, large or small, required because of negligence or poor maintenance during the lease will be charged to the Tenant.

The premises may not be used by other persons, except by prior agreement with the Landlord. The Tenant is not allowed to sub-let, even for no payment, and the agreement will be cancelled if this occurs; the full amount of the rental will then be retained by or due to the Landlord.

No tents may be pitched or caravans parked in the grounds of the rented premises without the prior agreement of the Landlord.

The number of Tenants may not exceed the maximum accommodation capacity specified in the catalogue or the description. In special conditions, and with the agreement of the Landlord, an exception may be made. In this case, the Landlord is entitled to apply a higher tariff, which shall be communicated to the Tenant in advance and noted in the rental agreement.

Article 7. Pets. If the Landlord agrees to accept pets, the Tenant must specify what pets will accompany him or her. The reverse side of the agreement specifies the rates applying in such cases. The Landlord may lay down house rules for the accommodation of pets.

Article 8. Inspection and Inventory. An inspection and inventory of the furniture and fittings will be made at the start and end of the lease by the Landlord, or representative, and Tenant. If the inventory cannot be made at the time of arrival, the Tenant has seventy-two hours in which to check the inventory displayed on the premises and inform the Landlord of any discrepancies. After that time, the property rented will be assumed to have been undamaged on the Tenant's arrival. An inspection must be made at the end of the lease and signed by both Parties. The Tenant

agrees that the inspection may be made either by the Landlord or by the Landlord's representative with written authority. If the Landlord or representative observes any damage, he or she must inform the Tenant within one week.

Article 9. Cancellation.

Any cancellation of this agreement must be made by registered letter with receipt of delivery, and the date on which it is delivered it will be the relevant one.

a) Cancellation initiated by the renter

Should the Tenant cancel before arrival, the Landlord shall retain the advance payment (*acompte*), and the balance of the amount of the stay is entirely due by the tenant

If the Tenant does not arrive or make contact within 24 hours of the arrival date specified in the agreement, this agreement is cancelled and the Landlord may dispose of the accommodation otherwise. The Landlord retains the advance payment (*acompte*) and may ask for payment of the balance.

b) Cancellation initiated by the landlord.

Where the Landlord cancels, he or she must repay the Tenant all sums paid. The Tenant may also claim for damages, interest or compensation for financial and non-material loss.

c) In case of termination during the contract

If the Landlord cancels the agreement during the rental period, proper justification must be given, such as unpaid rental, insufficient funds for Tenant's cheque, proven damage to the accommodation, or complaints from neighbours. The cancellation must be made by registered letter with receipt of delivery, and requires that the Tenant vacate the premises within two days of the date of delivery. In this case, whatever the reasons for the cancellation, the Landlord shall retain all sums paid in rental. The Landlord may, if he or she so wishes, retain all or part of the security deposit, subject to the provisions of the "security deposit" clause.

Article 10. Early Departure. If the Tenant chooses to depart early, and if the Landlord's responsibility is not involved, there will be no refund, except for the security deposit.

Article 11. Insurance. The Tenant must insure the premises rented. The Tenant must therefore check that his or her domestic insurance policy covers holiday accommodation. If it does not, the Tenant must apply to his or her insurance company for an extension of cover, or else take out a special "holiday" policy. An insurance certificate must be shown on arrival.

Article 12. Disputes and Complaints. Any complaint must be made as soon as possible to the local recognised **Clévacances** body, which will attempt to arrive at an agreed settlement of the dispute:

- if the agreement has been signed by both Landlord and Tenant,
- if the complaint is presented within three days of arrival, in the case of disputes concerning the state of the premises or the description,
- at the end of the lease for any other complaint.

If no agreement can be reached between the Landlord and the Tenant, the dispute will be submitted to the courts with jurisdiction over the property.

In accordance with Article L.612.1 of the Consumer Code, you can use the MEDICYS mediation service for which we report:

- electronically: www.medicys.fr

- or by post: MEDICYS - 73, bd. de Clichy - 75009 PARIS