

# 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 return one copy of the agreement with your signature and a bank transfer or postal giro cheque for the advance payment.

I look forward to hearing from you. Yours faithfully

(Landlord)

Between the Landlord

and the Tenant

<input type="checkbox"/> Mr <input type="checkbox"/> Ms First name ..... Surname ..... Address..... ..... Postcode..... Town..... Tel..... Fax.....	<input type="checkbox"/> Mr <input type="checkbox"/> Ms First name..... Surname ..... Address ..... ..... Postcode ..... Town ..... Tel..... E-mail ..... No of adults ..... No of children ..... Extra persons up to the official capacity (with Landlord's prior agreement) .....  hereby attests that he or she is insured by ..... under home insurance policy number.....
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to rent the premises

<b>Clévacances</b> reg. no. .... Category ..... keys      Official capacity .....persons Full address ..... ..... Postcode..... Town ..... Tel.....	Living area..... m2      No of bedrooms..... No of beds: double ..... single ..... Room for smoker <input type="checkbox"/> Yes <input type="checkbox"/> No Premises subject to: - Energy efficiency report (DPE) - Lead exposure hazard report (CREP) - Natural and industrial hazard certificate (ERNT)  Other details ..... ..... .....
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The Landlord, or his or her representative, rents

<input type="checkbox"/> ..... days <input type="checkbox"/> .....weekends <input type="checkbox"/> .....weeks <input type="checkbox"/> .....months <input type="checkbox"/> other ..... From ...../...../..... at ..... hours to ...../...../..... at .....hours The rental payment is €..... per <input type="checkbox"/> day <input type="checkbox"/> weekend <input type="checkbox"/> week <input type="checkbox"/> month <input type="checkbox"/> other ..... Making a total of €..... for the rental period. This price includes      all utility charges <input type="checkbox"/> yes <input type="checkbox"/> no If charges are not included, they will be billed at the following rates: <input type="checkbox"/> Heating oil <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Firewood Telephone <input type="checkbox"/> yes <input type="checkbox"/> no      Conditions (specify)..... Optional services, to be paid for on site (tick if required) <input type="checkbox"/> sheets..... € per person <input type="checkbox"/> per weekend <input type="checkbox"/> per week <input type="checkbox"/> towels..... € per person <input type="checkbox"/> per weekend <input type="checkbox"/> per week <input type="checkbox"/> household linen..... € <input type="checkbox"/> per weekend <input type="checkbox"/> per week <input type="checkbox"/> final house cleaning..... € Local tourist tax collected for the council <input type="checkbox"/> yes, €...../day/person and €...../day/child under ..... years of age. <input type="checkbox"/> no Each person in excess of the official capacity will be charged an extra €...../day/person in addition to the stated rent. 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 before the ..... 200..... <ul style="list-style-type: none"> <li>• one dated and signed copy of this agreement</li> <li>• an advance payment of € ..... (minimum 15%, maximum 30%) in the form of</li> </ul>
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- international bank transfer (IBAN enclosed)
- postal giro cheque payable to me
- bank cheque payable to me
- chèque vacances* (Landlord registered:  yes  no)

Beyond that date, this proposal will be cancelled and I shall dispose of the accommodation otherwise.

This agreement exists in two copies.

I have read the general terms and conditions overleaf.

(date).....(town) .....

(date).....(town) .....

Landlord

Tenant

## GENERAL TERMS AND CONDITIONS

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

### GENERAL

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.

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.

### PAYMENT

Reservation becomes effective when the Tenant has returned a copy of this agreement and an advance payment (minimum 15%, maximum 30% of the total rent) 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.

### SECURITY DEPOSIT

Where the rental period exceeds one night, the Tenant must pay on arrival, in addition to the balance of the rental, a security deposit equal to : minimum : 30% and maximum : 50% of the rental.

The Landlord may immediately cash the security deposit.

The security deposit will be returned at most one month after the date of departure, less the costs of 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.

If the deposit is insufficient, the Tenant undertakes to make up the sum after the final inspection.

The deposit may not be taken as part payment of the rental.

### USE OF PREMISES

The Tenant will occupy the premises without causing disturbance and for their intended purpose.

On departure, the Tenant undertakes to leave the premises as clean as he or she found them on arrival.

All the items listed in the inventory must be returned to the places they occupied when the Tenant arrived.

Any repairs 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 under any circumstances, 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.

The premises are rented for the purpose of temporary or holiday accommodation to the exclusion of any professional, commercial or craft activity of any type, or as complementary or occasional accommodation (up to three months).

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

The Landlord will deliver the premises as specified in the description and will maintain them in good order. In general, the Tenant will leave the premises at the time stipulated in the agreement, or at a time convenient to the Landlord, once they have been inspected.

### SPECIAL CASES

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 writing in the rental agreement.

### 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 observes any damage, he or she must inform the Tenant within one week.

### CANCELLATION

Any cancellation must be made by registered letter or telegram:

a) Cancellation by the Tenant

Any cancellation of this agreement by the Tenant must be made by registered letter with receipt of delivery to the address given on this document, and the date on which the Landlord receives it will be the relevant one.

- If the cancellation is received more than 90 days before arrival, the Landlord shall return within thirty days the whole of the advance payment made by the Tenant;
- If the cancellation is received more than 60 days but less than 90 days before arrival, the Landlord shall return within thirty days 75% of the advance payment made by the Tenant;
- If the cancellation is received more than 30 days but less than 60 days before arrival, the Landlord shall return within thirty days 50% of the advance payment made by the Tenant;
- If the cancellation is received less than 30 days before arrival, the Landlord shall retain the whole of the advance payment made by the Tenant.
- Should the Tenant cancel at any time before arrival because of force majeure duly supported by valid reasons, the Landlord shall return the advance payment in full within 30 days of the date of cancellation.

Should the Tenant cancel at any time before arrival because of force majeure duly supported by valid reasons, the Landlord shall return the advance payment in full within 30 days of the date of cancellation.

b) If the Tenant does not appear on the day specified in the agreement or within twenty-four hours and does not inform the Landlord,

- this agreement is considered to be cancelled
- the advance payment is retained by the Landlord
- the Landlord may dispose of the accommodation otherwise.

c) Cancellation by the Landlord

Before the Tenant arrives:

If for whatever reason, except *force majeure*, the Landlord cancels this agreement before the Tenant arrives, he or she will pay the Tenant a sum equal to twice the advance payment plus interest at the official rate for the period running from three months after the date of the advance payment until the date of refund;

The refund will be sent in a registered letter with receipt of delivery within fifteen days of the date of cancellation.

After the Tenant arrives:

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.  
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.  
Whatever the reason for the cancellation, all rental paid is forfeit to the Landlord.

## **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.

**Force majeure:** If the Tenant presents serious reasons characteristic of *force majeure* (unforeseeable, compelling circumstances outside the Tenant's control) making it impossible to continue the lease, the agreement is cancelled without further formalities. The amount of rental already paid by the Tenant is returned, *pro rata* for the period left of the lease.

## **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, or a signed statement from the Tenant.

## **DISPUTES AND COMPLAINTS**

It is recommended that the complainant apply to the local recognised **Clévacances** body, or tourist office, 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.