Rental Contract

for the rental of a holiday apartment/holiday house

between			
YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY			
and			
YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY			
YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY			

(1) The advertiser lets the following property to the tenant:

Le Belvedere du Moulin, 25, rue des contours 83230 Bormes les Mimosas

Le Pichot du moulin

For a total of Y peoples incl. Y children.

The house rules attached are valid.

The rental property is a non-smoking property, therefore it is allowed to smoke on the terrace.

(2) The rental property is fully equipped and furnished

Bed and bath linen are included in the price.

- (3) The tenant is entitled to use the following equipment / furnishings during the rental period:
- +All the equipment present in the house.
- (4) The tenant receives 2 house/apartment keys for the duration of the rental period.

§ 2 Rental period, Arrival and Departure

- (1) The rental property is let to the tenant from the YY/YYYYY until YY/YYYYYY (dd/mm/yyyy)
- (2) The arrival time on the arrival day is after 16 o'clock.
- (3) The checkout time on the day of departure is at 10 o'clock.

Before departure please be sure to do the following:

Put all bed, bath linen in the washing machine as early as possible the day of departure and start a washing cycle; Take out all trash to the dumpster; Empty the refrigerator; Sweep the floors; Load and run the dishwasher; Lock all doors, close all windows and roof access, turn off air conditioner, turn off all lights.

§ 3 Rental price and payment methods

- (1) The rental price is YYYY € for the duration of the rental period including the cost of the final cleaning (if the house is left clean). A reasonable amount of telephone fees are included in this price for both national and international calls.
- (2) The amount is payable by the following:

The tenant should transfer a deposit of YYYY € within 14 days of receiving the invoice and into the following account, this deposit will be transferred back to the tenant 3 days after he had left the house at advertiser cost (if the house has been left in an normal situation).

Advertiser's Bank references:

beneficiary: YYYYYYY Bank : YYYYYY Bank code : YYYYY

IBAN: FRYYYYYYYYYYYYY

BIC: YYYYY

Paypal: YYYYYYY

HomeAway Payments System (in this case HomeAway requirements supercedes the ones in this contract)

The rental price is to be paid into the same account at least 2 weeks before the rental period begins. If the duration between the date of signing the contract and the start date of the rental period is less than 14 days, then the total amount is payable immediately into the above account.

The deposit is payable with the remaining within 2 weeks by bank transfert, paypal, or approved rental website payment system.

(3) If the tenant is more than 14 days late in paying, then the advertiser is entitled to terminate the contract immediately and without notice and let the property to someone else.

§ 4 Cancellation and early termination

(1) If the tenant terminates the contract before the rental period starts and doesn't name a replacement that accepts the same terms, then they are responsible for paying the following percentages of the rental price to cover costs (excl. cleaning), as long as a further rental is not possible:

Termination

- up to 49 days before rental period: 10 % of rental price
- up to 35 days before rental period: 30 % of rental price
- up to 21 days before rental period: 60 % of rental price
- up to 14 days before rental period: 90 % of rental price
- otherwise (less than 14 days before rental period) 100 % of rental price.

The advertiser can thereafter let the property to someone else.

- (2) The tenant can prove a lesser damage at any point.
- (3) If the tenant terminates their stay early, they are still responsible to pay the full rental price.
- (4) Termination is only accepted in writing. The date applicable is the day the document is received by the advertiser.

§ 5 Liability and Responsibilities of the Tenant

- (1) The rental property incl. the furniture and the other contents are to be treated with care. The tenant is held responsible for the actions of other people within the house. The tenant is liable for all damaged goods, damage to the property or anything else related to the property, whether caused by themselves or their accompanying guests.
- (2) Faults that are found before or during the rental period are to be reported to the advertiser immediately.
- (3) Animals are allowed (with prior consent from the advertiser).
- (4) House rules: the tenant agrees to follow the house rules. These are included / provided in the property
- Respect for our neighbours and given the central location of Belvedere thank you:
- o Not to make too much noise on the terrace
- o not to open umbrellas on the roof
- o Not to dry linen on the railings
- o not place objects (glasses ...) on the edges of the terrace.
- o Take all necessary precautions to avoid unnecessary objects in windy conditions.
- o Not to make any fire, use a griddle, a grill, or any similar device.
- To prevent flooding, it is forbidden to allow open access to the terrace in your absence. Similarly, this access must be closed before any rain Lessee Belvedere would be liable for all consequences arising from the non-compliance with these rules.

§ 6 Contract wording and clause

- (1) Changes and alterations of this contract need to be in writing.
- (2) If some of the legal requirements of this contract are inoperative or impractical, or become so after completion of the contract, the effectiveness of this contract will not be affected. At the point of inoperative or impractical legal requirements the individual should reach an agreement that comes as close as possible to the economic goals that the parties of the contract tried to achieve.

In the case that you are agreeing this contract with someone in another country then:

(3) This contract relates to the law of the following country France.

Town	Date	Tenant
Town	Date YY/YY/YYY	Signature Advertiser