



## **TERMS AND CONDITIONS**

The Owner hereby lets to the Renter, who rents the property described below, upon the terms and conditions as contained herein :

### **1. PURPOSE OF THE RENTAL AGREEMENT**

The parties declare that the present rental agreement is not intended for use with property leased as a primary residence or as combined business premises and primary residence.

Both parties therefore acknowledge that their respective rights and duties are defined by the terms of the present agreement, according to the French legislative decree of 28 December 1976 (modified) or failing that by the provisions of the French Civil Code.

### **2. PROPERTY DESCRIPTION**

2.1 Address : Apartment D – La Lombarde, Rue de la Lombarde, 73440 Val Thorens

2.2 Date of construction : 1996

2.3 A full description of the rental property is detailed in Appendix A.

### **3. HOLIDAY LETTING PERIOD**

The Owner lets the property to the Renter from Saturday 5pm to the following Saturday 10am, that is to say a maximum and nonrenewable period of 7 days.

The Renter agrees to vacate and check out of the property by 10am at the latest on the departure day. Check-in on arrival and check-out on departure will be dealt with by Mr Philippe Langouet (tel +33 6xx xxx xxx) of the company Valnet in Val Thorens.

At the beginning of the holiday letting period, the Owner will hand over the keys and inform the Renter of any practical details that he might need.

**A text message will be sent to the Renter on the day of arrival should the property become available before 5pm.**

### **4. RENTAL FEES**

The parties have accepted to fix the rental fee pour the entire length of the rental period stipulated in the present agreement.

The above-mentioned fee includes, for the entire length of the rental period, the rent and the following costs :

- - Mains water
- - Electricity
- - Heating
- - Internet Access
- - Television
- - Sheets (beds made up before arrival)
- - Towels (changed once during the rental period)



Owner's Bank Account details

Beneficiary : L'IMMO Eurl

Bank :

Bank Code :

Sort Code :

Account number :

IBAN :

BIC (SWIFT Code) :

A receipt of payment for both deposit and balance will be handed over to the Renter by the Owner.

**5. BOOKING**

In order to secure the booking, **the Renter should initial each page of the present rental agreement, add his signature and return the document to the Owner, together with a deposit of 30%, in accordance with the terms stipulated on the first page.**

Payment of the deposit should be made by bank transfer (See §4 for Owner's bank details) or by French bank cheque.

**6. RENTAL PAYMENT**

The balance, that is the rental fee indicated on the first page of the present agreement after deduction of the 30% deposit, is due 7 days before the fixed arrival date.

Payment should be made by bank transfer (See §4 for Owner's bank details) or by French bank cheque.

**7. REFUNDABLE BREAKAGE DEPOSIT**

A refundable breakage deposit of 2,000€ (two thousand Euros) is due 7 days before checking into the apartment as security for any damage caused by the Renter to the Owner's premises, or to the furniture or contents of the premises, or for the loss of keys or other objects.

The deposit is fully refundable within 1 week of departure, less any sum which may be due to the Owner as a result of damage caused by the Renter to the premises, furniture or contents or due to the loss of keys or other objects.

**8. TRANSFER OF CONTRACT OR SUBLETTING**

The present agreement has been drawn up for sole profit of the designated Renter, identified on the first page.

Transfer of contract, partial or total subletting, or free loan of the property, are all strictly forbidden.

The Renter may not, under any circumstances, leave the premises in the hands of a third person who is not a member of his party.

**9. PROPERTY INSPECTION AND INVENTORY**

A property inspection form and a full inventory will be given to the Renter on arrival.

If the property report and inventory is not completed and signed by the Owner, or the person representing the Owner, and the Renter simultaneously (contradictory property reports and inventories), the property report and inventory drawn up beforehand by the Owner and given to the Renter on arrival may be contested by the latter within 48 hours of check-in. Should the Renter omit to contest within the aforesaid delay, the property report and inventory drawn up beforehand by the Owner and given to the Renter on arrival will be considered as "accepted without reservations" by the latter.

A check-out property report and inventory will be completed by both parties at the end of the rental period, each party conserving a signed copy of the document.

In the event that the check-out property report and/or inventory is not completed or is completed by the Renter alone, at the end of the rental period, the Owner should contest within 48 hours failing which the Renter will be considered as having left the premises in their original state of repair.



### **10. OWNER'S DECLARATION**

The Owner declares that he is the proprietor of the designated property, and that he has the legal rights to possess and control this property during the full period of rental, defined in §3.

The Renter has the right to request documentary proof of property ownership such as an electricity bill, a property tax assessment or other official document.

### **11. TENANT RESPONSIBILITIES**

- The Tenant should make good use of the premises, furniture and contents according to their initial function, stipulated in the lease. He will be responsible for any damage or loss on the premises, of which he alone has full use during the rental period fixed by the contract.

- The Tenant agrees to keep the premises clean and in their present state of repair and condition. In the case of breakage or damage to the premises or contents, listed on the inventory, the Owner reserves the right to demand reimbursement for the cost of repair or replacement.

- The Tenant must ensure that there is no unreasonable amount of noise, and in particular avoid noise from radios, Hifi, TV or other such sound production equipment between 10pm and 8am, so as to respect the peace and quiet and not disturb other tenants in the building.

- The Owner does not accept liability for any theft or damage to the Tenant's possessions occurring on the premises.

- The Tenant agrees to leave the premises clean and tidy, failing which he accepts to reimburse the Owner for the necessary cleaning charges, in accordance with the appended tariffs.

Please note : the Tenant may opt for a end-of-stay cleaning service, at the extra cost of 150€.

### **12. CANCELLATION**

The rental contract becomes legally binding after signature by both parties. Cancellation is impossible without written consent from both parties. Should the Tenant cancel a booking, the Owner has the right to claim the full amount of rent due.

### **13. INSURANCE**

It is the responsibility of the Tenant to take out multi-risk insurance at the time of booking to cover any rental liability (damage caused by fire, water etc..). [Tenant's insurance company : \_\_\_\_\_].

The Owner reserves the right to demand a copy of the insurance policy before handing over the keys.

### **14. TERMINATION PROVISION**

If any covenant in the present rental agreement is broken or not observed by the Tenant, the Owner is entitled to terminate the contract ipso jure. Lease termination will take effect after a delay of 48 hours, and after a summons by registered letter or a letter handed over personally, has had no successful outcome.

### **15. ADDRESS FOR SERVICE**

For the purposes of the present rental agreement, The Owner and the Tenant may be contacted at their respective personal addresses. However, this contract is governed by French law and it is understood and agreed that any dispute or claim that may arise will be dealt with by the local French courts.

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## **APPENDIX A**

### **ACCOMMODATION DESCRIPTION**

#### **Description :**

Number of rooms : 5

Total surface area of rental accommodation : 95 m2 + Garage : 14 m2

Balcony : 9 m2

Open plan lounge / diner / kitchen : 40 m2

Bedrooms 1, 2 and 3 : 8m2 each with a standard double bed

Family room : 12 m2 with King Size double bed + 2 bunk beds

Bathrooms : 2

Separate toilets: 2

Hallway cupboard: 5 m2

#### **Localisation :**

South-west facing

Distance from ski slopes : 30m

Distance from town centre : 150m

Distance from shops : 150m

#### **Facilities :**

Heating : electric central heating and radiators

Hot water : 2 hot water tanks, total capacity : 500 litres

Gas : NO

Cooker hob : induction

Internet : Free WiFi included in the price

TV : 2 TVs with Blu-Ray DVD players