

## Seasonal rental Contract

Important : This document is a translation of a french text. The French version is the only legally valid.

This seasonal rental contract is concluded between:

M.....

address.....

(hereinafter called "the Lessor")

and M.....

address .....

(hereinafter called "the Renter")

### Article 1. Object of the contract

This seasonal rental contract is to define the conditions for renting holiday rental identified below for the period and conditions set forth herein.

### Article 2. Designation of rented holiday rental

The holiday rental are located in (full address: No. Street, city, zip code)

.....  
If official ranking, category of the holiday rental : 1\*  2 \*  3 \*  4 \*  5\*

Label (s) if any: .....

The holiday rental are rented furnished.

The precise description of holiday rental is in Annex 1 to this contract.

The holiday rental are planned for ..... people. If the number of occupants would be higher, the Renter agrees to seek the prior agreement of the Lessor. The Lessor may charge a rental surcharge to be specified in this contract.

### Article 3. Rental period

The lease is concluded from the ..... (arrival date and hour)

to ..... (release date and hour).

The Renter shall not, under any circumstances, claim a right to maintain in the holiday rental at the expiration of the rental period set out in this contract. In case of unauthorized exceeding of the rental period over 2 hours, an amount of ..... € per additional hour of occupancy will be charged to the Renter.

### Article 4. rental price

The price of this rental shall be ..... €.

On the signing of this contract, the Renter agrees to pay by check or wire to the Lessor an amount equal to (specify percentage) .....% of the rental price as a deposit, which means..... € . The outstanding amount of € ..... will be paid by check at time of entry.

## **Article 5. additional Charges**

5.1 (*Delete one or the other paragraph as not applicable*)

Utilities (water, electricity, heating) are included in the rent.

OR

Water, electricity and heating will be charged in addition to the rent price at the rate applied by the water and electricity companies, on the basis of metered consumption recorded on the day of the release. A readout from counters will be made at the entrance to the Renter in the holiday rental. The amount of these charges will be payable on removal of holiday rental. The bill of charges will be provided to Renter at the latest within one week after his departure.)

The accommodation must be returned clean. A lump sum of ..... € will be payable by the Renter in the event of failure to do so.

OR

The end of stay cleaning will be provided by the Lessor. An amount of ..... € will be added to the rental price to cover cleaning costs.

## **5.3 Local Tax**

A tax of ..... € per person per day will be added to the rent.

## **Article 6. Security Deposit**

The Renter shall pay to the Lessor a security deposit equal to (insert percentage) ..... % of the rental price, which means ..... €. The deposit will be paid by check at time of entry into the holiday rental.

The deposit is to cover the costs of repairs or rehabilitation may be necessary following the departure of the Renter. The deposit should not be considered as a part payment of rent. If no damage is found during the inventory output, the deposit check will be returned by the Lessor to the Renter at the latest within one week after the release date. Otherwise, the deposit will be refunded to Renter, net of expenses for rehabilitation, within a maximum period for three months after the release date. In case of disagreement on the amount, an estimate for reclamation will be conducted by an agency authorized, at the option of the Lessor and independent of it. The Renter agrees to pay the excess if the rehabilitation costs were higher than the deposit. justificative documents will be provided to the Renter.

## **Article 7. Use of holiday rental**

The holiday rental is for the family home and must be occupied by the Renter in "good father". Subletting is prohibited. The Renter agrees to respect the holiday rental and return them in good condition. the holiday rental can not in no case be used for professional, commercial or craft activity.

Animals are (*delete where inapplicable*) accepted / rejected

The rental is (*delete where inapplicable*) non smoking / smoking.

## **Article 8. Condition of the holiday rental and inventory**

The parties will establish an inventory of input and output of the holiday rental, and the inventory of furniture and objects available to the Renter. inventories are prepared in the presence of both parties in two copies, one is given to each party. On lack of inventory of holiday rental, the presumption of section 1731 of the Civil Code can not be invoked by the party that has obstructed its establishment.

**Article 9. insurance**

On the signing of this agreement the Renter agrees to deliver to the Lessor a certificate of insurance (theft, fire, water damage) covering the holiday rental (movable and immovable). Lack of insurance in case of disaster will generate damages.

**Article 10. Cancellation of rental**

In case of cancellation of this contract rental, the Renter agrees to notify its decision to the Lessor as soon as possible by letter with return receipt.

Cancellation by the Renter:

- More than 30 days before the date of entry, the Lessor shall return the entire deposit to the Renter within a maximum of one week from the receipt of the notification;
- Between 30 and 15 days, the Lessor will retain the entire deposit.
- Less than 15 days before the date of entry, and except in cases of “force majeure” duly justified, the entire rental amount will be acquired to the the Lessor. The Renter agrees to pay the remaining amount of rental price to the Landlord within a maximum of one week from the expected date of entry.

This Agreement shall be deemed to be automatically canceled and the Lessor may dispose of the holiday rental:

- If the Renter does not show up after ..... hours on the day of entry, without having notified late for her arrival;
- If the Renter fails to pay the rest of the rent or security deposit at time of entry.

The Renter agrees to pay while the rest of the rent to the Landlord within a maximum of one week from the expected date of entry.

The total rent will remain acquired to the Lessor in the event the Renter decides to shorten the duration of the lease.

Cancellation by the Lessor :

Any cancellation of this contract by the Lessor prior to the date of entry shall be notified to Renter by letter with return receipt. The Lessor agrees to return immediately twice the deposit paid by the Renter, without prejudice to any claims for damages that the renter may have against the Lessor.

**Article 11. Election of domicile**

In case of litigation concerning the fulfillment of obligations specified in this contract, the Lessor shall elect domicile in his home and the renter in the holiday rental.

Done in (city) ....., on (date) .....,  
in two originals, one of which is given to each party.

To precede the signing of "read and approved"

THE LESSOR

THE RENTER