

RENTAL AGREEMENT

This rental agreement applies exclusively to the rental of the three holiday properties «TREBLAVET» «MINAZEN» et «RIMAISON» belonging to Mr. and Mrs. Luc Corbel "the owners".

General conditions

The tenant may not, under any circumstances, claim the right to remain in the property beyond the end of the rental period defined in the rental agreement unless specifically given permission by the owners.

No changes, deletions or additions will be accepted in drawing up the rental agreement without the consent of both parties. The owner undertakes not to divulge in any way to any third party any information whatsoever given to him by the tenant for the purposes of drawing up the rental agreement. The owner is not, however, held to this undertaking in the event of requests for information made by French state departments and/or courts of law.

Payment

The reservation is considered firm upon receipt by the owners of both signed and dated copies of the rental agreement and a deposit equal to 25% of the rental amount due before the date stated on the pre-reservation. The balance of the rental amount due must be paid in full 30 days before the tenant's arrival date. Failure to make this payment will result in cancellation of the rental agreement.

Security deposit

When the tenant collects the keys on arrival, he must pay a security deposit. This will be refunded no later than fifteen days after departure. Should it prove necessary, the owner will deduct from this security deposit any costs involved in repairing damages caused by the tenant. The owner must justify the amount of such monies withheld, based on the condition of the property at the end of the rental period, the independent inspection report, estimates, invoices etc..... If the security deposit is insufficient to cover the cost of repairs, the tenant must agree to pay the outstanding amount, based on the owner's justifying figures.

Use of the rental property

The tenant must arrive on the day and at the time shown on the rental contract. He must inform the owner in the event of late or postponed arrival. The tenant will use the rental property in the orderly, careful manner for which it is intended. He will undertake to leave the property in the same clean condition in which he found it. All furniture and household equipment will be returned to the position it occupied upon arrival. The cost of repairs, large or small, due to the tenant's misuse during the rental period will be charged to him. No third party is allowed to benefit from the rental unless previously agreed by the owner. Subletting, even without charge, is strictly forbidden for whatsoever reason and will result in cancellation of the rental agreement with no refund of the remaining rental period charges. The rental property is to be used for temporary or holiday accommodation only; no professional, commercial or artisanal activities of any type may be pursued except in a temporary or occasional fashion during the rental period and then only for a maximum of three months. Tents may not be erected or caravans parked on the property without the owner's prior consent. The owner will hand over the accommodation equipped and furnished as described and ensure service and maintenance. As a general rule tenants must leave the property at the time stated in the agreement or at a time agreed between himself and the owner after the final inventory and inspection.

Pets are not allowed

Exceptional circumstances

The number of tenants cannot be higher than the maximum shown in the description of the accommodation. In exceptional cases and with the owner's consent, this rule may be overlooked.

Inspection and inventory

An inspection and inventory of the property, furniture and fittings will be made jointly at the beginning and end of each rental by the owner (or his representative) and the tenant. If it is not possible for this to be carried out on arrival, the tenant has seventy-two hours to check the given inventory and inform the owner of any discrepancies. After this time it is considered that the tenant took possession of the property as described and in good condition. At the end of the rental period an obligatory inspection and inventory check must be made. The tenant accepts that this may be carried out by the owner or by his appointed representative, who must have the owner's written consent. If any damage or missing inventory is noted, the owner must inform the tenant within eight days.

Cancellation

All cancellations must be made by registered letter and recorded delivery:

- a) *Cancellation by the tenant* : All cancellations by the tenant must be sent to the owner by recorded delivery mail to the address on the rental agreement. The signed receipt will act as proof of and is the date of cancellation.
 - If cancellation occurs more than three months prior to the agreed start of the rental period, the owner will reimburse the deposit in full no more than thirty days after the cancellation date.
 - If cancellation occurs between one and three months prior to the agreed start of the rental period, the owner will reimburse 50% of the deposit within thirty days after the cancellation date.
 - If cancellation occurs less than one month prior to the agreed start of the rental period, the owner **will keep the entire amount of the deposit and balance paid by the tenant. These monies will be reimbursed only if the owner subsequently rents the gite for the complete period of the cancellation and under the same initial rental terms.**

☛ **Consequently, we would strongly advise you to take out a holiday cancellation insurance policy.**

- b) *If the tenant does not arrive on the first day of the contracted rental period* :

the owner may, after another 24 hours and without official notification, cancel the rental agreement and is entitled to keep the full rental amount paid.

- c) *Cancellation by the owner*

before the start of the rental period : If the rental is cancelled by the owner before the tenant's arrival for whatsoever reason other than "force majeure" or unavoidable acts of God, the owner will reimburse the tenant twice the amount of the received deposit plus the legal rate of interest (calculated from three months after receipt of the deposit until the day it is paid back). The deposit will be sent to the tenant by recorded delivery within fifteen days of notification of the cancellation.

after the start of the rental period. When the rental agreement is cancelled by the owner after the tenant's arrival, the owner must give a valid reason for this act (such as the tenant's cheque not being honoured by his bank, the tenant causing willful damage to the property or causing neighbours to complain). The cancellation, which must be made by recorded delivery mail, requires the tenant to vacate the property within two days of receiving notification of eviction. The owner has the right to retain the security deposit as described in the section "Security Deposit" above. Whatever the reason for the cancellation, the owner keeps the whole of the rental monies paid.

In a case where the tenant decides to leave of his own accord before the end of the rental period, no rental monies will be due for reimbursement, other than the security deposit. However, should the tenant have serious reasons of "force majeure" to justify this premature departure (unforeseen events outside of the tenant's control which must be dealt with, making it impossible for him to complete the planned stay) the contract is annulled outright. The rental monies paid by the tenant are repaid on a pro-rata basis for the remaining days of the rental period.

Insurance

The tenant is responsible for insuring the rental property entrusted to him. He must ascertain whether his primary home insurance policy also covers holiday rental property. If not, he must request this extended coverage from his insurance company or take out a separate policy designed to cover holiday rental.

Disputes and claims

We recommend contacting the tourist office or the local "Syndicat d'Initiative" (tourist agency) who will intervene to find an agreeable solution for all parties :

- if the rental agreement was signed by owner and tenant
- if the claim is made in the first three days after arrival and the dispute concerns the described condition and contents of the property, or at the end of the stay for all other matters.
- The only body competent to handle litigation concerning the execution or interruption of the rental agreement is the Tribunal de Commerce in Lorient..