

Seasonal furnished rental contract

I. DESIGNATION OF PARTIES

This contract is concluded between the undersigned:

- Surname and first name of the Lessor:
- Residence:
- Quality of the Lessor: natural person
- Email address of the Lessor: contact@labastida.fr

hereinafter referred to as the Lessor;

- Surname and first name of the Tenant:
- Tenant's address:
- Tenant's email address:
- If second Tenant, surname and first name of the second Tenant:
- Second Tenant's address:
- Second Tenant's email address:

hereinafter referred to as the Tenant;

II. OBJECT OF THE CONTRACT

The purpose of this contract is the rental of furnished accommodation determined as follows:

- Accommodation address: 1801, Route de Lagarde Fimarcon - Lieu-dit Sens de Bas - 32700 MARSOLAN
- Ranking : 3★ (Atout France 2022)

It has been agreed and decided as follows:

The Lessor rents the Tenant the premises on a seasonal basis,

- Living area (in m²): 225 m²
- Number of main rooms: 8 (4 bedrooms, living room, kitchen, scullery, mezzanine)
- Other parts of the accommodation: bathroom, shower room, WC
- Elements of housing equipment:
 - Equipped kitchen, freezer, washing machine, dryer, television, landline telephone, Wi-Fi box (see inventory)
 - Other: secured swimming pool
- Other: pool technical room
- Capacity: 8 people

III. EFFECTIVE DATE AND DURATION OF THE CONTRACT

The duration of the contract and its effective date are defined as follows:

A. Effective date of the contract:

Effective date of the contract: ##/##/2023.

B. Duration of the contract:

This rental is granted for a period of # nights from Saturday, **check-in date** at 4:00 p.m. to end on Saturday, **check-out date** at 10:00 a.m.

The lease ceases automatically at the end of this term without it being necessary for the Lessor to notify the termination. It cannot be extended without the prior consent of the Lessor or his representative.

The initial contract or the extended contract may not extend the duration of the rental to more than ninety days (Hoguet Law of 1970-01-02).

IV. FINANCIAL CONDITIONS

This rental is granted for the price of ### € for the full rental duration.

The rent includes, for the entire duration of the rental, the payment of rental charges and available supplies described in the description of the rented premises attached to the contract as well as the local touristic tax.

The amount of the total rental price will be paid by the Tenant in three times: (a) the deposit, i.e. ### €, to the reservation, (b) for half after deduction of the amount of the deposit, or ### € at the latest on ##/##/2023 and (c) the balance, i.e. ### €, at the latest when entering the accommodation.

The **Lessor** will give the **Tenant** a receipt for any payment made.

V. CANCELLATION CONDITIONS

A. Cancellation by the **Tenant**

In case of late cancellation by the **Tenant**, the full rental price remains due.

However, if the cancellation occurs more than:

- 90 days before the date of arrival, the amounts already paid will be fully refunded,
- 45 days before the arrival date, only the confirmation deposit (30%) will remain due,
- 30 days before the arrival date, half of the rental price will remain due.

However, these rules do not apply in the event of proven force majeure.

*N.B.: Cancellation costs may be covered by cancellation insurance to be taken out individually by the **Tenant**.*

COVID clause: If the **Tenant** is unable to reach the accommodation due to a **decision by the authorities** establishing **confinement and/or limiting travel**, the case of force majeure would be proven and the amounts paid would then be fully refunded.

If the **Tenant** has not shown up on the day mentioned in the contract and has passed a period of 24 hours without notifying the **Lessor**, this contract is considered terminated by operation of law and the **Lessor** may freely dispose of the period covered by the rental agreement.

A. Cancellation by the **Lessor**

In the event of cancellation at the initiative of the **Lessor** within 30 days of the arrival date (except in cases of force majeure rendering the accommodation incompatible with the rental), double the value of the deposit paid will be refunded to the **Tenant**.

VI. INTERRUPTION OF THE STAY

In the event of early interruption of the stay by the **Tenant** and as long as the responsibility of the **Lessor** is not questioned, no refund of all or part of the rental price will be due.

VII. GENERAL RENTAL TERMS

This rental is made under the following charges and conditions that the **Tenant** undertakes to execute and fulfil, namely:

1. Occupy the premises only for private purposes, the exercise of any trade, profession or industry being strictly prohibited, the **Tenant** acknowledging that the premises covered by this contract are only rented to him as a temporary residence and pleasure.
2. Respect the housing capacity.
3. Respect the destination of the dwelling and not make any changes to the layout of furniture and places;
4. Not being able to replace any person whatsoever, nor sublet, in whole or in part, even free of charge, the rented premises, except with the written consent of the **Lessor**.
5. **Be insured against rental risks** (theft, fire, water damage) and recourse by neighbours and have the furniture rented out insured (either through its own insurance contract covering the risks of seasonal rental, or by subscribing to a special insurance policy for the entire duration of the rental).

6. Maintain the rented accommodation and return it in a good state of cleanliness and rental repairs at the end of the rental. If items in the inventory are damaged, the **Lessor** may claim their replacement value.
7. Refrain from throwing into washbasins, bathtubs, bidets, sinks objects likely to obstruct the pipes or negatively affect the septic tank, failing which he will be liable for the costs incurred for the re-commissioning of this equipment.
8. Have a reasoned use of water, gas and electricity, failing which a supplement may be charged.
9. Only use the internet access available in compliance with the laws in force. Furthermore, the **Lessor** cannot be held responsible for any fluctuation in the flow.
10. Make any complaint concerning the non-compliance of the installations within 24 hours of entering the accommodation. Otherwise, it cannot be admitted.
11. Notify the **Lessor** as soon as possible of any damage affecting the dwelling, its furniture or its equipment, even if no apparent damage results therefrom. Repairs made necessary by negligence or poor maintenance during the rental will be the responsibility of the **Tenant**.
12. Authorize the **Lessor**, or any third party mandated by him for this purpose, to carry out, during the rental period, any repairs ordered by the emergency. The **Tenant** will not be able to claim any reduction in rent in the event that urgent repairs incumbent on the **Lessor** appear during the rental.
13. Avoid any noise or behaviour, of his own doing, of his family's doing or because of his relations, likely to disturb the neighbours.
14. Accept the visit of the premises if the **Lessor** or his representative so request.
15. Waive any recourse against the **Lessor** in the event of theft and depredations in the rented premises.
16. Do not leave the premises prematurely without first notifying the owner so that an exit inventory can be carried out and the keys returned.
17. The rental costs include the cleaning costs carried out at the end of the rental. **However, the Tenant is required to unpack the beds used, to collect the sheets, pillowcases and duvet covers in a dirty laundry bin, to empty all household appliances (fridge, freezer, washing machine, dishwasher, etc.) , wash the dishes and put them away, clean the barbecue and dispose of the garbage bags.**

VIII. GUARANTEES

For the guarantee of the performance of the **Tenant's** obligations, a **security deposit of 500 €** is provided.

This amount, after deduction of the amount of any rental repairs, if necessary in provisional form, will be returned to the **Tenant** no later than 10 working days after the handing over of the keys at the end of the rental. If the security deposit proves to be insufficient, the **Tenant** agrees to pay the difference on supporting documents provided by the **Lessor**.

IX. INVENTORY

A. Check-in inventory.

An inventory of fixtures and an inventory of the furniture will be established at the entrance of the **Tenant** and will be the subject of an audit at the end of the rental. If the inventory and/or the inventory are not drawn up jointly and signed simultaneously by the **Lessor** (or his representative) and the **Tenant**, the inventory and/or the inventory carried out by the **Lessor** alone (or his representative alone) and given to the **Tenant** when he enters the accommodation will be contestable by the **Tenant** within 48 hours of the delivery of the inventory. In the absence of dispute by the latter within this 48-hour period, the inventory of fixtures and the inventory carried out by the **Lessor** and communicated to the **Tenant** upon entering the accommodation will be deemed to have been accepted without reservation by the **Tenant**.

B. Check-out inventory.

An inventory and an inventory will be established by the **Lessor** (or his representative) and the **Tenant** at the end of the rental, each keeping a signed copy. In the opposite case (absence of inventory and/or inventory established unilaterally by the **Tenant**), the absence of contestation by the **Lessor** within 48 hours following the end of the rental will be worth returning the premises in good condition and/or complete inventory.

The return of the keys to the **Lessor**, at the end of the lease, can in no way entail a waiver of rental repairs if it is proven that these are due to the **Tenant**.

If no inventory has been made, the **Tenant** is presumed to have received the rented premises in good condition of rental repairs and must return them as such, unless there is evidence to the contrary (article 1731 of the civil code).

X. STATEMENT OF RISK OF EXPOSURE TO LEAD

A diagnosis of the building carried out on 24/08/2011 by the company ADExpert concluded that there was no coating containing lead and therefore dispenses with having to carry out a new diagnosis at a later date.

XI. CANCELLATION CLAUSE

In the event of non-execution of one of the clauses of the lease, and after a simple summons to execute remained without effect, the lease will be automatically terminated within 24 hours, if the **Lessor** sees fit, and without legal formality. If the **Tenant** refuses to leave the premises, it will suffice to compel him to do so with an interim order issued by the president of the local court with territorial jurisdiction.

In addition, it is expressly agreed that any rent not paid on its due date, as well as any charges or fees not paid under the same conditions will, under article 1226 of the Civil Code, be increased by 10% as a penalty clause and this, eight days after the sending, by the **Lessor**, of a registered letter with acknowledgment of receipt, claiming payment and indicating its intention to invoke the penalty clause, and this, without derogating from the termination clause previously stated and without prejudice to the damages that the **Lessor** may be required to claim due to the **Tenant's** deficiency.

XII. NULLITY

If a clause of these general rental conditions turns out to be null or abusive, the contract will remain applicable in all its provisions other than that deemed null or abusive if it can subsist without this clause.

XIII. DOMICILE ELECTION

For the execution of the present, the parties elect domicile at the address mentioned at the top of the present and agree that the competent court will be that of the territory in which the rented premises are located.

This contract and its consequences are subject to French law.

On ##/##/2023,

in Monfort,

in two (2) original copies,
one of which is given to each
signatory

Signature of the **Lessor**

Signature of the **Tenant**

Signature preceded by the words
"Read and approved":

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