

Domaine du Chemin Royal

140 chemin de la Prade

07170 Saint Germain

### **Holiday Letting Agreement**

between the undersigned :

\_\_\_\_\_ (The Homeowner's Last name  
and First Name)

residing

at \_\_\_\_\_  
\_\_\_\_\_

Date of birth (day/month/year) : \_\_\_\_/\_\_\_\_/\_\_\_\_

Landline phone number : \_\_\_\_\_

Mobile number : \_\_\_\_\_

E-mail address: \_\_\_\_\_

(hereafter called "the Landlord")

and

\_\_\_\_\_ (The Tenant's Last name and  
First Name)

residing

at \_\_\_\_\_  
\_\_\_\_\_

Date of birth (day/month/year) : \_\_\_\_/\_\_\_\_/\_\_\_\_

Landline phone number : \_\_\_\_\_

Mobile number : \_\_\_\_\_

E-mail address: \_\_\_\_\_

(hereafter called "the Tenant")

## **1. Subject of the Holiday Letting Agreement**

The parties agree that the letting contemplated herein is a holiday letting which cannot exceed ninety days.

The Landlord declares being the owner of the housing and holds full rights to use the property during the rental period defined herein.

The Landlord can prove his ownership by providing any supporting documents requested by the Tenant.

## **2. Description of the Accommodation**

The accommodation subject hereof is an apartment/ a room

located at 140 chemin de la Prade 07170 Saint Germain

called \_\_\_\_\_

Number of bedrooms : \_\_\_\_\_

Total floor area : \_\_\_\_\_

## **3. Number of occupants**

The property is leased to \_\_\_\_ occupants. The Tenant expressly agrees not to exceed this number without the owner's permission.

## **4 . Letting period**

The Landlord leases the holiday accommodation to the Tenant  
from \_\_\_\_\_ (date : day/month/year) at 4 p.m.  
to \_\_\_\_\_ (date : day/month/year) at 10 p.m.

Arrivals are on Saturday afternoon, from 4 to 8 p.m. and departures on Saturday morning, The Tenant agrees to remove all personal belongings and vacate the accommodation by 10 a.m. Saturday.

## **5. Key handover**

The Landlord and the Tenant declare that :

The keys were handed over to the Tenant on arrival :

The keys were handed over to the Landlord on departure :

## **6. Rental rate and charges**

The parties have agreed on a rental rate of \_\_\_\_\_ euros (Amount written out in full)(€\_\_\_\_\_)for the whole rental period.

The above amount includes the payment of all service charges for the entire duration of the letting. (amend).

It also includes the tourist tax.

## **7. Booking**

In order to book an accommodation the Lessee must return this agreement to the Lessor with a deposit of \_\_\_\_\_ euros (Amount written out in full)(€\_\_\_\_\_) after initialing each page and signing the last one.

Means of payment (select) :

Cheque payable to the Landlord

Transfer to this bank account : (IBAN and BIC)

Cash

Other

The deposit must be paid before (date).

## **8. Payment of the balance of the rent**

The balance of the total rent, being \_\_\_\_\_ euros (Amount written out in full)(€\_\_\_\_\_) will be paid by the Tenant by (date: day/month/year) at the latest by (select payment method)

- Cheque payable to the Lessor

-Cash

## **9. Security deposit**

The Tenant shall give the Landlord a cheque for \_\_\_\_\_ euros (Amount written out in full)(€\_\_\_\_\_) made out to the Landlord as a security deposit to cover any possible damage to

the rental property.

This deposit must be made on entering the premises at the latest (amend if necessary).

Damage to the rental property includes any damage or dilapidation of the housing, as well as damage to, loss or theft of furniture, furnishings and equipment fitting out the accommodation.

In the absence of any damage the deposit will be returned to the Lessee within a fortnight of departure. Otherwise, the deposit will be refunded within two months less deductions made to cover loss and damage caused during the stay. A statement and the receipts shall justify the expenditure.

## **10. Assignment and subletting**

This agreement is personal to the Tenant having signed it. Assignment and subletting all or part of the premises are strictly forbidden.

## **11. Inventory**

The incoming inventory is carried out without the Landlord's presence.

An inventory will be made available to the Tenant who will then have 48 hours to make any objections, by e-mail or post. If the inventory drawn up by the Landlord has not been contested by the Tenant within 48 hours, it shall be deemed to be accepted.

The Tenant shall make the outgoing inventory on his own and hand it to the Landlord on the day of departure. The Landlord will be able to contest the inventory within 48 hours and only before the arrival of the next tenant.

## **12. Tenant Obligations**

The Tenant must occupy the rented premises with reasonable and due care and leave the property clean and tidy on departure. He must respect the neighbours and the House Rules and Regulations. He agrees to make normal and reasonable use of the comforts and conveniences provided (heating, cooling, water, household appliances, multimedia, kitchen, etc.)

He is not allowed to make a copy of the keys delivered by the Landlord.

He undertakes to declare any failure, damage, incident or malfunction without delay.

The Lessee is liable for the use of the Internet access made available during the rental period.

## **13. Pets**

No pets are allowed on the premises for whatever length of time without prior written consent of the Landlord.

## **14. Landlord Obligations**

The Landlord agrees to keep the rented premises which are the subject of this contract in a satisfactory state of maintenance, cleanliness and safety. He agrees to inform the Tenant without delay of any incident independent of his will likely to alter the comfort or disturb the enjoyment of

the leased property (nuisance, equipment failure, etc.). Should an appliance or equipment having a major impact on the Tenant's comfort break down, the Landlord undertakes to have it repaired or replaced without delay. He must make sure that the Tenant has the entire possession of the rented premises during the rental period. He will ensure the handover of the keys. He will avoid disturbing the Tenant's comfort or tranquility during his stay.

## **15. Cancellation**

If the Tenant unilaterally cancels the rental, he forfeits all monies paid.

If the Landlord unilaterally cancels the rental for any reason other than the breach of the Agreement by the Tenant, he must:

- refund all deposits as soon as possible if it is a case of force majeure making it impossible to let.
- pay the Tenant twice the deposits he received in advance if the cancellation is made for any other reason.

## **16. Insurance**

The Tenant declares that he has taken out an insurance covering rental risks. The Landlord may ask the Tenant for a copy of the insurance policy on booking or entering the premises.

## **17. Termination of the lease**

In the event of the Tenant breaching any term of this Agreement, the lease herein shall be rightfully terminated and such termination shall take effect 48 hours after an unsuccessful notification sent by registered mail or delivered by hand.

## **18. Place of jurisdiction**

For the performance of this Agreement, the Landlord and the Tenant elect domicile at their respective addresses appearing at the top of this document. However, in case of dispute, the court of the Landlord's domicile shall have exclusive jurisdiction. The present contract is governed by French laws.

Issued in two copies.

Signature (preceded by the handwritten words

"Lu et approuvé" - read and approved)

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The Landlord

Date: (day/month/year)\_\_\_\_\_

Signature (preceded by the handwritten

"Lu et approuvé" - read and approved)

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The Tenant

Date: (day/month/year)\_\_\_\_\_

***This translation is provided for your convenience but in case of dispute the French version shall prevail.***