

## **RENTING AGREEMENT**

**Article 1 Subject**: This contract is reserved for the exclusive use of the hiring of the lodging « Le Contrevent » and only the French law is applicable to the contract.

**Article 2. General Regulations:** No changes (alteration, overload,...) will not be accepted in the drafting of the contract without the consent of both parties.

The owner undertakes not to disclose to any third party information of whatever kind and on any medium whatsoever, that the tenant will be brought to give on the occasion of the present contract. The latter provisions shall however not apply for requests for information that would be made by administrations and/or the Courts.

**Article 3. Conclusion of the contract and payment**: The booking becomes effective once the tenant has returned to the owner a copy of the contract with the deposit (25% of the rent), within 10 days of the date of booking request. The balance of the rent must be paid the day of arrival after establishing a contradictory state carried out by the owner.

Any charges not included in the rent must be paid at end of stay.

**Article 4. Security deposit**: The tenant pays on arrival a security deposit in addition to the balance of the rent (150 euros). It will be returned within a maximum period of 1 month after the departure of the tenant, by the owner, net amounts charged to the tenant for the purpose of rehabilitation of the premises. The amount of these deductions must be duly justified by the owner on the basis of the State of the output, observation of the bailiff, quotes, invoices ... If the deposit is insufficient, the tenant agrees to complete the sum on the basis of the documents provided by the owner. This bond can in no way be considered as participation in the payment of the rent.

**Article 5. Duration**: The tenant must leave the premises at the time specified by the contract or at a time suitable to the owner, after inventory. The tenant cannot under any circumstances exercise any right to remain on the premises at the expiration of the rental period originally contracted, except by agreement with the owner.

**Article 6. Use of the rental**: The owner will provide the housing described what he did and will keep state to serve. The tenant will enjoy the rental in a peaceful way and will make good use, in accordance with the destination of the premises. The rented premises are temporary residential or holiday, excluding any professional activity of any kind (maximum 3 months).

With his departure, the tenant agrees to also own rental he find her upon his arrival. All repairs will be whatever the importance, made necessary by the negligence of the tenant during your rental period, dependents.

The rental cannot benefit to third parties, unless prior consent of the owner. Subletting is prohibited to the lessee, even for free, under penalty of termination of contract; the full amount of the rent remaining acquired the owner.

The installation of tents or parking of caravans on the ground of the rented property is prohibited, unless prior consent of the owner. The number of tenants cannot be greater than the maximum capacity indicated on the descriptive State. In exceptional cases and subject to the agreement of the owner, it may be an exception to this rule. In this case, the owner will be entitled to an increase of prices which must be previously communicated to the tenant on the lease agreement.

**Article 7. Reception of animals**: The owner graciously accepts pets hosting, the tenant must indicate the animals accompanying.

Dogs of class 1 and 2 are not allowed, as well as exotic animals.

Pets cannot be left alone during the (momentary) lack of tenants.

**Article 8. State of accommodation and inventory**: State of the accommodation and the inventory of furniture and equipment are made at the beginning and end of the stay by the owner or his agent and the tenant.

If unable to carry out the inventory upon arrival, the tenant will have 72 hours to check release inventory and report to owner of discrepancies. After this period, the leased property will be considered to be free of damage to the entrance of the tenant.

A contradictory state of location of output must be established. If the owner finds damage, he must inform the tenant within a week.

**Article 9. Conditions of cancellation**: Any termination of this agreement must be sent by registered mail with acknowledgement of receipt, the date of receipt being authentic.

According to article L.114 - 1 of the consumer Code, unless otherwise provided in the contract, the amounts paid in advance to book are considered to be a deposit.

In case of cancellation by the tenant before entering the premises, for any reason whatsoever, except in cases of major force, the deposit kept by the owner.

In case of cancellation by the owner prior to the entry into the premises, for any reason whatsoever, except in cases of major force, it must pay double the amount of the deposit received the tenant. This refund will be sent to the lessee by registered mail with acknowledgement of receipt within a period of 15 days from the notification of termination.

Upon termination under contract, it must be duly justified (the default of rent payment, NSF check issued by the tenant, proved deterioration of the leased premises, complaints from the neighbourhood,...). In this case, regardless of the cause of the cancellation, the full amount of rents remains acquired to the owner. The owner reserves the right to keep the amount of the security deposit under the conditions specified in article "security deposit".

**Article 10. Interruption of the stay**: Early interruption of the stay by the tenant, and if the responsibility of the owner is not being questioned, there will be no refund except the security deposit.

If the tenant has serious grounds presenting the characters of major force (event unforeseeable, irresistible and outside to the tenant) making it impossible to the rental, the contract process is terminated as of right. The amount of rent paid by the tenant is restored to him, in proportion to the length of time he had to perform.

**Article 11. Insurances**: The tenant is required to keep the rented premises. It should check if its main insurance provides the extension resort (vacation rental). Otherwise, it must intervene with his insurance company and claim the extended the warranty or even join a particular contract, under clause "resort". A certificate of insurance will be charged him at the entrance to the premises.

**Article 12. Contentions**: All disputes which would develop the execution or the interruption of this contract, only the courts of Les Sables d'Olonne and La Roche sur Yon are competent.