

L'OUSTAOUTOU

TO NOTE :

This is an uncertified translation only.

The translated document appoints the original french language version n° 2012-450013073-83120-1201. In case of any inconsistency the french language version shall prevail.

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SEASONAL LEASE

(Read-only)

Between

The society 3 PRO G+, S.A.R.L. (hereinafter known as 'the rental company' or 'the Hirer') with capital of 47.500 € which has its registered office at 14, Hameau d'Epsom, 33270 Bouliac, France, and which is registered under number 450 013 073 on the Businesses and Companies Register of Bordeaux. The rental company nominates its director to enter into the contract on its behalf.

and

Mr / Mrs / Miss (full name) : _____ living at (full address) : _____ who is hereinafter known as 'the seasonal tenant'.

In signing this contract, the seasonal tenant accepts and adopts the general and specific conditions which are stipulated hereinbelow.

SPECIFIC CONDITIONS OF THE CONTRACT

- THE PREMISES :

The accommodation is situated on the second floor of the 'L'Oustaoutou' building at 67 bis, Avenue Berthie Albrecht, Sainte Maxime , France .

It comprises, in addition to the entrance hall, a living room, a kitchen, two bedrooms and a toilet / bathroom. It has a surface area of approximately 60 ms2. It is equipped and furnished in accordance with an established inventory details of which are set out within the general conditions of this contract.

The seasonal rental include the use of the delimited part of the gardens of the building, for the park of a car and the space of a small garden living room.

- CAPACITY OF THE PREMISES :

The premises can accommodate 4 or 5 persons. Under the terms of this rental agreement no more than 5 persons are to be accommodated at the premises.

- RENTAL PERIOD :

It is agreed and accepted that the rental lasts for a fixed period of days commencing on Saturday ___ / ___ /20-- at 16,00 hours and terminating on Saturday ___ / ___ /20-- at 10,00 hours.

- RENT :

The rent payable for the above period is fixed at the sum of euros(000.00 €).

The terms of advance payment of the rent are :

- 25% of the total amount, that is to say the sum ofeuros (.....€), is to be paid at the time of reservation ;

- the outstanding balance (that is to say 75% of the total amount), that is to say the sum of####FCCeuros (.....€) is to be paid at least 15 days before the commencement of the rental period and, at the latest, by certified or cashier's cheque, when the keys are handed over to the tenant.

All payments to intervene standard presents are validly effected of the an of both conducted manners :

- by crossed made out cheque to the order of the Hirer and drawn up a copy to his address, such that mentioned presents headline,

- by veer to the account of the Hirer : Banque CIC Sud-Ouest Bx Palais, n° 10057 19163 00069140302 23
(Code IBAN : FR76 1005 7191 6300 0691 4030 223) - (Adresse SWIFT : BIC - CMCIFRPP).

It is called back that the payment results of the encashment by the Hirer by the Hirer out of the amount with pay.

- DEPOSIT :

The sum of the security deposit required to secure the booking is euros (000.00 €).

The conditions for payment of the security deposit are the same as those for the outstanding rent money (the outstanding balance of 75%)

- UTILITY CONSUMPTION INCLUDED UNDER THIS AGREEMENT (for a week):

Water : 6,5 m3 (additional consumption debited : 4,15 € /m3) ;

Electricity : 140 KWH (additional consumption debited : 0,179 €/KWH).

- INSURANCE:

For insurance falling to the tenant, it takes there place to refer to the article 6 of the General Conditions of the contract.

GENERAL CONDITIONS OF THE CONTRACT

CLAUSE 1 - SEASONAL RENTAL CONTRACT

This contract is a seasonal rental contract incorporating all of the following conditions. It is specified that the reservation and the rental contract must be fully completed at least one month before the start of the intended rental period unless there is an authorized exception to this condition by the rental company.

1.1 - Reservations

Prior to its formal completion, the rental contract is the subject of a pre-contract for the reservation of the rental period. The pre-contract is established in the following circumstances.

It is specifically averred that any communication from the rental company to a third party which contains rental period dates in its offer to rent out the premises does give rise to a contractual relationship at that stage.

An 'option to reserve' will be accorded by the rental company upon receipt of the first e-mail communication from the proposed seasonal tenant sent to the address which is provided below for this purpose. The 'option to reserve' will remain open for a period of 8 days.

e.mail : loustaoutou.loc@free.fr

The rental company's obligation to make the premises available for rental during the contemplated rental period only comes into effect when the rental company has provided confirmation of the dates in writing or by e-mail to the proposed seasonal tenant and when the first instalment has been paid by the proposed seasonal tenant and credited to the bank account of the rental company.

The first instalment that must be paid to secure the reservation is 25 % of the full rent payable for the whole proposed rental period.

1.2 – RENTAL

1.2.1 - Completion of the rental contract

The above-mentioned reservation conditions must be fulfilled. The conditional rental contract is sent by the rental company to the proposed seasonal tenant. That contract must be formally completed by the proposed seasonal tenant (signed and dated with each page initialled) and returned to the rental company along.

After formal completion of the contract on behalf of the rental company a copy will be returned to the seasonal tenant.

1.2.2 - Fundamental condition : payment of the rent

It is a fundamental condition of this rental contract, which is binding between the signatory parties, and fully enforceable by the rental company at its election in the event of a breach, that the stipulated sums for the rent and the deposit are to be paid in full at the times stipulated herein.

CLAUSE 2 - OCCUPATION & VACATION OF THE PREMISES

2.1 - Occupation

At the beginning of the rental period, provided that condition 2.1.1 below has been fulfilled, the rental company makes the premises available to the person(s) renting them in accordance with the following conditions.

2.1.1 - Precondition

The precondition for entry into the premises by the seasonal tenant is the encashment by the rental company of the full sum of the rent payable along with the deposit (guarantee against damage / breakages).

2.1.2 - Inspection of the condition of the premises – Arrival inventory

The seasonal tenant takes possession of the premises once the inspection of the condition of the premises and the arrival inventory have been completed and when, following this, the keys are delivered to them.

The inventory and the inspection of the premises are to be undertaken jointly by the seasonal tenant and the representative of the rental company at the time when the seasonal tenant is taking possession of the premises. The documentation will be signed by both parties as a true and correct record. A copy is to be provided to each party and will be annexed to this contract.

2.2 - Vacation of the premises - inspection of the premises - leaving inventory

2.2.1 - At the end of the rental period the seasonal tenant is to vacate the premise and allow the rental company to regain possession.

The seasonal tenant's possession of the premises is brought to an end with an inspection of the condition of the premises, the completion of a leaving inventory, and the return of the keys to the rental company's representative. The inspection of the condition of the premises and the leaving inventory are carried out in the same way as at the commencement of the rental period.

This inspection of the condition of the premises and the leaving inventory are used to establish any rights that either party to this contract might have at the end of the rental contract, in accordance with the terms set out herein.

2.2.2 - In the event that, for any reason, the seasonal tenant refuses to vacate the premises at the end of the rental period identified in this contract, the seasonal tenant becomes liable to pay compensation to the rental company for the additional period of occupation. The compensation payment will be four times the applicable weekly rental for that period based on an eight day further occupation (even if the premises are not occupied for the full eight days). To this sum will be added the sum of any compensation that is claimed by another seasonal tenant who was due to take possession of the premises for the following rental period and whose stay has been spoiled by the actions of the person who has failed to vacate the premises.

CLAUSE 3 - DEPOSIT (AGAINST DAMAGE)

This security deposit paid only represents a retained sum

It will not in any circumstances be treated as a maximum compensatory lump sum.

Accordingly the seasonal tenant will remain legally liable to the rental company for the full extent of any damage caused to the rented property. The total sum payable may still exceed the sum of the deposit. The rental company might also draw on the deposit as a payment towards the damage.

3.1 - Payment of the deposit

The security deposit against damage must be paid by the seasonal tenant to the rental company at the start of the rental period as a pre-requisite to taking possession of the premises. It is paid in order to encourage proper use and respect of the premises, the fixtures and fittings therein, and of its decorative condition.

The seasonal tenant is under an obligation to pay this deposit, at the latest, by the agreed date on which possession is taken of the premises.

It is reiterated that the sum of this deposit is 20 % of the total rent payable under the rental contract, but the minimum deposit payable will be one hundred and fifty euros (150 €)

and the maximum being three hundred euros (300€) for 4 consecutive weeks of rental.

Payment of this deposit to the rental company must be undertaken in the same manner as payment of the rent, which is stipulated in clause 4 hereunder.

3.2 - Reimbursement of this deposit

The security deposit against damage will be restored to the Tenant in the month which follows its departure of the rented places, after deductions will first be made for any sums which are payable to the hire company to cover either:

- additional consumption of electricity or water beyond that provided for in this contract;
- cleaning expenses which are not otherwise covered by the rent paid;
- expenses incurred in replacing damaged or missing objects;
- expenses incurred in repairing or replacing damaged fixtures or fittings;
- the cost of undertaking any works required due to damage caused to the building.

CLAUSE 4 – RENT

4.1 - Rent payable

The total rent payable is agreed under specific conditions of the contract.

4.2 - Payments of the rent

4.2.1 – It is stipulated that the rent shall be paid to the rental company in the following manner :

- 25 % of the total shall be paid at the time of the reservation,
- 75 % of the total shall be paid no later than 15 days before the date on which the rental period starts and, at the latest, by certified or cashier's cheque when the keys are handed over to the tenant. .

It is reiterated that payment is only regarded as having taken place upon the encashment by the rental company of the sum payable.

4.2.2 - All of the payments due under this contract must be made by one of the two following methods :

- by crossed cheque made out to the order of the hire company and sent to the rental company's address (which address is set out in the preamble to this contract).
- by banking transfer into the account of the hire company : Banque CIC Sud-Ouest Bx Palais, n° 10057 19163 00069140302 23
(Code IBAN : FR76 1005 7191 6300 0691 4030 223) (Adresse SWIFT : BIC - CMCIFRPP).

4.2.3 - The encashment of the totality of the rent by the rental company by, at the latest, the date identified within clause 4.2.1 above, is a fundamental condition of this rental contract which is fully enforceable by the rental company at its election in the event of a breach.

Accordingly, it is the responsibility of the proposed seasonal tenant to ensure that the outstanding balance of the rent, after deduction for any previously paid instalments, is paid to the rental company by the date stipulated above. It is the obligation of the seasonal tenant to ensure that the payment is made whatever the circumstances, and regardless of whether some unforeseen event has arisen.

4.3 - Non payments of the entirety of the rent

4.3.1 - In the event that the entirety of the rent has not been paid by the stipulated date, under the terms of this contract which enable the rental contract to be legally terminated in such circumstances, the rental company may, ex officio and if the opportunity arises, but without any obligation upon it to do so, rent the premises forthwith to another party.

4.3.2 - In the event of non payment of the totality of the rent to the rental company in accordance with the stipulated provisions herein resulting in termination of the contract, any payments previously encashed by the rental company in accordance with the terminated contract will legally be retained by the rental company as a compensatory sum, even if the rental company was able to find another paying seasonal tenant for the premises for the relevant period.

CLAUSE 5 - SPECIFICATIONS AND CONDITIONS

The present lease is subject to the following conditions. The seasonal tenant has an obligation to respect and fulfil these conditions in good faith :

5.1 - Accept the rented premises and its contents, in their current condition, such as identified in the arrival inventory stipulated in the contract . The seasonal tenant declares to be perfectly aware of this condition, having viewed the premises prior to signing this contract ;and make no move of pieces of furniture or any modification in agencement places;

5.2 - Treat one self the rented premises and its contents with respect, ensuring that no damage is caused to them, by yourself or by others, and in particular :

- do not throw any items or products into the sinks, showers and toilets, which could potentially block or damage them. Those tenants failing to comply with this condition will be liable to the rental company for any necessary repair costs ;
- use the kitchen, washing and television equipment in accordance with their purpose, following the manufacturers recommendations ;
- do not disturb the peace within the neighbourhood. Under no circumstances should you make excessive noise, particularly through the use radiotelephony equipment, television or other such devices. After 10pm the use of such equipment is only permitted at a low volume ;
- do not organise any gatherings or festivities on the rented premises. Do not carry out any activities that are illicit or contrary to accepted standards of good behaviour ;
- So as to maintain a pleasant environment, as well as out of consideration for other tenants, please refrain from smoking within the premises ;
- Do not bring any animal in the leased premises ;
- do not hang your washing from the windows or inside the premises ;
- make sure that all leisure equipment is stored in an appropriate manner ;
- keep and dispose of household rubbish in the conditions set out by the town of Sainte Maxime ;
- use the gate accessing the property in a normal and respectful manner. Under no circumstances must the code for the digicode be communicated to anyone, not even as a result of carelessness ;
- use the security alarm in an appropriate manner, in particular, so as to avoid unwarranted disturbance to the neighbours ;

5.3 - Look after the rented premises and its contents. At the end of the rental period return them to the rental company in good condition ;

5.4 - Reimburse the rental company for any consumption of water and/or electricity that exceeds the consumption agreed to be included within the rent ;
The sum of rent payable includes tourist tax, but not the security deposit, and allows for an average weekly consumption of 6.5 M³ of water and 140 Kwh of electricity ;
Should the tenant consume significantly more than this amount, that is to say, an excess of more than 5%, then he/she will be liable to pay compensation to the owner for the difference, which will be billed at a rate of 2,80 € per m³ of water and of 0,118 € per KWh of electricity consumed in excess of the average consumption mentioned above ;

5.5 - In the event that the water and/or electricity supply to the premises is cut off, reduced or stopped, do not demand any compensation or reduction of rent from the rental company, even if it occurs over a prolonged period of time ;

5.6 - Do not move any items of furniture or in anyway change the layout of the premises ;

5.7 - At the end of the rental period, the premises must be handed back in a good state of cleanliness ;

5.8 - Use the premises yourself – do not transfer the lease, nor sub-let the premises, even partially, to another person and do not allow any third party to occupy the premises, even free of charge ;

5.9 - Respect the general occupation and safety norms , in particular those featuring in the explanatory document and in the inventory, such as the number of people that can occupy the premises ;

CLAUSE 6 - INSURANCE

The Hire company signs a contract of insurance to a manifestly known and solvent insurance company a contract of insurance taking his responsibility of Hire company.

The Tenant has the imperative obligation, of which he will have to give proof to the Hire company at first request of this last, to have signed to a manifestly known and solvent insurance company an insurance taking his tenant's responsibility, both in relation to the persons and in the property. Such insurance shall include, as an essential condition of this contract, a waiver of recourse against the Hire company, without which the tenant will be automatically entitled to free up the rental of any conviction may be pronounced in against that spouse or fault of Tenant by reason or as part of the lease.

CLAUSE 7 - ELECTION OF DOMICILE (legal domicile)

In order for the present contract to take effect, the undersigned parties residing on French territory must elect domicile at the address mentioned at the head of this contract.

Seasonal tenants who do not live on French territory are lawfully obliged to elect domicile at a domicile of their choice located on French territory. In accordance with the present contract and the responsibilities associated, tenants are obliged to communicate this choice to the rental company. Failing this, the rental company is within its right to inform the town hall to which the rented property belongs of all acts concerning the tenants .

CLAUSE 8 - APPLICABLE LAW AND LANGUAGE – COMPETENT JURISDICTIONS

8.1– This tenancy agreement is rightfully subject to French law.

Consequently, the only contract that is applicable , is that drawn up in the French language and, in the event that interpretation or application difficulties may arise, the only law applicable is the French law .

The currency to be used for payments pertaining to the contract is the Euro.

Furthermore, in the event of litigation, the sole court s competent to act are those in the jurisdiction of which the rental company's registered office is situated, such as is indicated at the head of the contract.

8.2 - This lease is an exclusively seasonal lease, such as the original version, reference n°2012-450013073-83120-1201, as well as the reservation request, reference n° 2012-450013073-83120-1204, the specific conditions, reference n° 2012-450013073-83120-1202 and the general conditions, reference n° 2012-450013073-83120-1203 are filed in the office of the professional partnership S.C.P. H. Dubois and F.Dubois, bailiffs in Bordeaux (France).

The present lease is contractually subject to the only legal clauses applicable to these contracts, such as they result from the application of the general clauses of the common law, in particular of it's clauses 1.709 and s . Consequently, the present lease is rightfully excluded from the application of legal clauses that are applicable to the leases of domestic premises (in particular, laws n ° 48-1360 from the 1 st September 1948 and n° 89-462 from the 6 th July 1989), like those concerning commercial or rural leases .

----- Carried out using two original copies in BOULIAC, on ----- (date)

(Contract according to its original No. 2012-450013073-83120-1201) --

The SEASONAL TENANT
- (read and approved)

The RENTAL COMPAGNY
(read and approved)

(Please note : Each page must be initialled and the last page dated and signed after the words "read and approved". All this must be handwritten.)

----- REVERSION TO THE MENU -----