

# **General Rental Conditions**

## ***Preamble***

Rental conditions detailed hereafter refer to the property known as "Le Domaine des Fargues" in the municipality of Sainte Foy de Longuas, France. Descriptive pages from our website, such as "The Domain" including the paragraph "Common Service & house equipment" and "The Houses" are provided for information only. These were established in good faith, but cannot bind Lessor's responsibility. Lessee shall ask for a written confirmation of each of the points that Lessee might consider important enough to put his desire to rent into question, should any of these points not respond to his wishes. A written document only, signed by Lessor with the notice "accepted" may bind Lessor's responsibility in this matter.

In this "General rental conditions" document, we understand the terms "We" & "The Lessor" to be the owners of Le Domaine des Fargues, and "You" & "The Tenant" to be the Lessee.

## ***Arrival, Departure***

Normal rental periods are from Saturday to Saturday; after receiving your keys at our welcome desk, you will be able to move into your house at 17.00 o'clock the day of your arrival. We firmly ask you to leave it unencumbered and clean before 10 AM the day of your departure.

We would appreciate your informing us if you plan to arrive after 20:00 o'clock by calling us at our office (00 33) (0) 553 742391. If possible, we will wait for your arrival or take any disposition to allow you access to your house after 22:00 o'clock.

## ***Consumables***

All the houses are rented on an all-inclusive price basis, including consumption of gas (barbecue), heating oil, water and electricity.

## ***Deposit***

A security deposit is requested in addition to the rental amount. This deposit does not bear any interest and cannot be considered as part of the payment for the rental.

The deposit is set at 25% of the total rental amount and must be paid with a cheque dated the day you enter the rented house. We are allowed to use this deposit to cover the charges resulting from possible damage(s) and/or additional cleaning expenses. We indeed ask you to leave your house as clean as it was upon your arrival.

The final cleaning is to be done by the Tenant.

If during inspection, we notice that the house you left is not in the same state of cleanliness as it was when turned over to you, we are entitled to deduct from your deposit the additional cleaning charges incurred to bring the house in its former condition. Please note that you have the possibility to subcontract the final cleaning, except during the months of July and August. Please contact our welcome desk if you are interested by this service.

If no damage or other problem is uncovered during inspection, this deposit cheque will be mailed back to you 15 days after your last staying day, or eventually the day you check out.

## ***Inventory of fixtures***

As soon as you arrive, we will drive you to your house and you will receive a detailed "inventory of fixtures" document. We ask you to bring it back completed to our welcome desk the following day before 10.00 AM. Please inform us immediately of any missing item or defective fixture so that we can remedy as soon as possible. During your stay, we kindly ask you to take all precautionary measures to avoid any damage; you will take care of the regular maintenance of the rented place in a sensible manner. Eventual damages and

repairs will be charged to the Tenant and will be deducted from the security deposit. Any claim or remark concerning the rental property has to be notified by the Tenant to the property superintendent within two days from the start of the rental period.

### ***Payment Terms***

Upon booking, a first payment corresponding to 25% of the total rental amount is requested (by cheque or by bank transfer to Lessor account 755-4194514-93 (Iban: BE98755419451493 / Swift: AXABBE22 / Bank: AXA - rue de Mons, 1 - 1400 Nivelles - BELGIUM)

The balance needs to be transferred on our bank account at least two months before the start of the rental period.

If booking occurs less than two months before date of arrival, the entire rental amount is due at rental agreement signature.

The contract becomes valid upon completion of the following:

1. receipt by Lessor of the down payment in the form of a cheque attached to the contract or by bank transfer to Lessor account (see upper) ;
2. receipt by Lessee of the rental agreement duly signed by Lessor.

If both of these conditions are not fulfilled, we have the right to make the property available to other renters. The contract balance has to be settled within the allotted time. If not, we have the right to cancel the reservation without reimbursement of the deposit.

### ***Local Taxes***

At the end of your stay, we will ask you to discharge the visitor's tax requested by the municipality of Sainte Foy de Longas. For your information, this tax was 0,30 € per day and per person aged 18 or older in 2002, 2003 and 2004.

### ***Cancellation of the reservation***

If, for any reason, the Tenant cancels his reservation more than two months before contractual rental period starts, Tenant agrees to forfeit his deposit, unless Lessor can find a new Tenant. In this case, Lessor agrees to reimburse the deposit less a 60 € charge for administrative expenses.

If cancellation occurs less than two months before the contractual rental period starts, Tenant agrees to pay the full rental amount, unless Lessor manages to re-rent the property. In this case, Lessor we reimburse the total rental amount less a 100 € charge for administrative expenses.

Tenant may always suggest a substitute. We also warmly recommend that you to take out an insurance policy covering possible travel cancellation (e.a. online subscription available at [www.elvia.fr](http://www.elvia.fr)).

### ***Swimming pools and tennis courts***

We provide for the maintenance of the domain, including the swimming pools and tennis courts. Residents agree to give us unrestricted access to the pools during early morning maintenance. We ask our residents to care about the general cleanliness of the swimming pools surroundings and to use the dustbins provided for disposal of rubbish. In the same spirit, we ask our residents to respect the access ways and commons (parking spaces, lawns, plantations, flower beds, etc.).

As no surveillance is provided around the swimming pools, the residents assume full responsibility for their usage; parents must care for the safety of their children at all times. We cannot be held responsible in case of accidents.

In conformity with French law, all our swimming pools are equipped with an approved security system. However, no security system, regardless of its sophistication, can replace the parents' vigilance.

### ***Domestic animals***

For reasons of hygiene, safety and peacefulness of our residents, dogs, cats, and any other sort of animals are not allowed on the property, unless expressly authorized by the owners, which eventually will depend on occupancy ratio.

### ***House linen and household products***

All our houses are furnished with duvet, bottom/top sheets, pillows and pillowcases as well as kitchen linen (hand and dish towels) in sufficient quantity. Also included is a complete set of bathroom linen (towel, washcloth) per occupant (adults and children). In all the houses, maintenance appliances and items are at your disposal (vacuum cleaner, floor mop, squeegee, brushes and buckets). In each house you will find upon your arrival a basic set of household cleaning items: toilet paper, paper towels, hand towels, dishwasher detergent, floor and sanitary detergent, sponges and wash cloth (new), multifunction spray detergent, ceramic and window cleaner and dustbin bags. For your comfort, we are putting at your disposal free of charge a laundry room equipped with several wash machines and dryers, irons and ironing boards.

### ***Additional topics***

The properties being the object of this rental agreement must not be occupied under any pretext by more than the number of people indicated on the booking form. If this clause is not respected, we reserve the right to demand an additional fee. The Tenant will not engage in any activity that, by himself or members of his family or friends, may affect the tranquillity of the neighbours and surroundings. In consideration for the other occupants, calmness is requested by 22:30 latest.

Domaine des Fargues – 2005 - [www.lesfargues.com](http://www.lesfargues.com)

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