

Rental Contract

To cover the rental of a holiday house

Between

_____ SHEILA & DAN COSMA FRAYSSE HAUT 46700 MONTCABRIER FRANCE _____

(Name and address) – the Owner –

and

_____ (Name and address) – the Tenant – _____

The Owner lets the following self-catering rental unit (the Property) to the Tenant:

_____ For a total of _____ people inclusive of children (_____ adults/ _____ children under 16)

for the following period/rental : _____

1 General conditions

- (1) The rental property is a **non-smoking** property. (You may smoke outside; please dispose of cigarette ends carefully.)
- (2) The maximum number to reside in the Property must not exceed the advertised occupancy of the building and the number of occupants agreed at time of booking, unless the Owner has given written permission.
- (3) The Tenant agrees to be a considerate tenant and to take good care of the Property and contents and to leave it in a clean and tidy condition at the end of the rental period. The Owner reserves the right to retain a sum from the security deposit to cover additional cleaning costs if the Tenant leaves the Property in an unacceptable condition.
- (4) The Tenant undertakes to use the equipment and appliances carefully and to provide and use quality appropriate (bio-degradable, bleach-free) cleaning products to avoid damage to equipment and septic tank (cleaning products should be marked "sans danger/convient pour les fosses septiques").
- (5) The Tenant agrees not to act in any way which would cause disturbances to other residents.
- (6) The Tenant and party acquire no rights whatsoever over the Property beyond occupation as a holiday let for the period booked. The Tenant shall not sub-let the Property.
- (7) The Tenant shall report to the Owner (or Owner's Representative) without delay any defects in the Property or breakdown in the equipment or appliances in the Property so that arrangements for repair and/or replacement can be made by the Owner or his Representative as soon as possible.
- (8) The Owner reserves the right of entry to the Property for regular checks and maintenance.
- (9) The Owner shall not be liable to the Tenant:
 - For any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery or appliance in the Property.
 - For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner.
 - For any loss, damage or inconvenience caused to or suffered by the Tenant if the Property shall be destroyed or substantially damaged before the start of the rental period. In such event the Owner shall refund to the Tenant all sums previously paid in respect of the rental period.
 - For any change to the advertised description of the property and surroundings due to circumstances beyond the Owner's control.

- (10) Under no circumstances shall the Owner's liability to the Tenant exceed the amount paid to the Owner for the rental period.
- (11) The use of accommodation and amenities where offered (such as but not limited to, swimming pool, barbecue, sport and games equipment, external equipment, etc.) is entirely at the user's risk and no responsibility can be accepted for injury to a user or visitor and loss or damage to the user's or visitor's belongings.
- (12) No responsibility can be accepted for any loss or damage to any motor vehicle or its contents.
- (13) The bringing of pets on to the Property is forbidden except with the written permission of the Owner.
- (14) The Tenant is held responsible for the actions of other people in their party, including any guests or visitors they might have. The Tenant is liable for any damaged goods, damage to the property or damage to anything else related to the property, whether caused by themselves or their accompanying guests or visitors. The Tenant agrees to read and respect the information in the guest information folder regarding the use of the property and its amenities, **and to inform other party members of these conditions and ensure that they are respected.**
- (15) The rental property is equipped and furnished as described on the property website www.cosmafrance.com; a full inventory is available on request.

2 Rental period, arrival and departure

- (1) The arrival time on the arrival day is **not before 17h00** (unless otherwise agreed in advance).
- (2) The departure time on the day of departure is **10h00 latest** (unless otherwise agreed in advance).
- (3) At the end of the rental period the Tenant is to vacate the property and return the keys to the Owner or the Owner's agent.
- (4) At the end of the rental period the Tenant should leave the property in similar condition to that in which it was found. Any additional cleaning costs incurred by the Owner may be passed on to the Tenant at their sole discretion.
- (5) A security deposit of _____ is payable on arrival and will be refunded on departure or returned by cheque or transfer within 14 days of departure, once any deductions for cleaning or breakages have been made.

3 Rental price and payment methods

- (1) The rental price is _____ per week/month for the duration of the rental period. This includes the cost of mains water, electricity, propane gas for cooking, under-floor heating and logs for the fire (October to April). (If the Tenant appears to be consuming what the Owner considers excessive amounts, or not respecting the recommendations for considerate use of utilities, the Owner may make a deduction from the deposit in payment to cover this.)
- (2) The rental fee is payable by the following payment methods, in GB Pounds or Euros:
- Bank cheque made out to Sheila Cosma
 - International or electronic bank transfer to UK or French bank
 - PayPal: for deposit payments only, for Tenants not resident in UK or Euro zone
 - Cash.

The Tenant accepts to pay any bank charges, including any local charges made by the receiving bank. These may be settled on arrival.

- (3) The Tenant is required to pay the deposit of 25% of the agreed rental, or other sum agreed in writing, which should be received and cleared by the Owner or receiving bank, within 14 days of signing the Contract or Booking Form. If the Tenant is more than 14 days late in paying the deposit, the Owner is entitled to terminate the contract immediately and without notice and to let the property to someone else.

