Seasonal Rental Contract

Between the undersigned:
Stephane & Louise Luiggi, Marine de Davia, 20220 Corbara, France
Designated as the landlord on one part, and

Surname…….....

First Name(s) …….....

Address…….....

Tel (s) …….....

Email address…….....

Designated as the tenant on the other part

A seasonal rental has been agreed for the period of …….....…. to …….....……
Rented property address: Villa Luiggi, Marine de Davia, 20220 Corbara, France

Amount of rent:…….....…….inclusive of charges (electricity, gas, water, local taxes, final clean)

The present contract will take effect if we receive no later than …….....
1. a deposit of 25 % ie: .....by cheque at the following address: S&L Luiggi, Les Lauriers II, 20220 Algajola, France; or a bank transfer to the following acount: S&L Luiggi, Societe Generale, Ile Rousse IBAN FR76 3000 3002 5200 0505 0509 980
2. a copy of the present contract dated and signed, as well as the general rental conditions (the other copy is to be kept by the tenant)

The balance of …….....…… will be paid no later than 8 weeks prior to the beginning of the rental period i.e.:…….....……
The guarantee deposit of 1500 Euros will be paid on the day the keys are exchanged i.e.: …….....

Herewith the general rental conditions, description of the property to rent and access map.
Made in duplicate at …….. On ……

The Landlord The Tenant (Please write *Read and approved* and sign)

General Conditions

The present rental agreement is done according to usual legal conditions in such matters and in particular those hereafter, which the tenant will have a duty to execute, failing which the present contract may be cancelled and he may be liable to pay damages without claiming a reduction in rent if the landlord deems it necessary.

1. Arrival – Departure
Arrivals are scheduled Sundays from 15.30
Departures are scheduled Sundays at 10am latest

2. Occupancy
The maximum number of people occupying this property is 8. Any unauthorised breach of the maximum occupancy may cause a rupture of the contract which will be treated as initiated by the tenant.

3. Cancellation
It is agreed that in case of cancellation by the tenant more than 8 weeks before the starting date of rental the tenant loses the deposit paid; if it is less than 8 weeks before the starting date of rental, the tenant will also pay the difference between the deposit and a percentage of the total amount of rent, as penalty clause, according to the following table:

- 55-43 days: 40%
- 42-29 days: 65%
- 28-15 days: 90%
- 14-0 days: 100%

The cancellation must be communicated to the landlord by telephone or in writing (by mail or email), and triggers the issue of an invoice by the landlord. Cancellation is only effective if the invoice has been issued, and the tenant must ensure they receive it in order to avoid the likelihood of further costs.
In case of cancellation by the landlord, he must pay double the amount of deposit to the tenant, within 7 days of the cancellation.

4. Delay
If the tenant has not arrived on the date stipulated on the contract, after a period of 24 hours in which the landlord has not been notified, the present contract is considered as cancelled, all sums paid remain the property of the landlord. The landlord then has the right to use his property. The landlord is not responsible for the transport of the tenants. He cannot be held responsible for any impossibility by the tenants to travel to their destination, whatever the reason including force majeure and will not reimburse any sums.

5. Use of the property
Smoking is forbidden inside and near the doors of the property. The tenant has the obligation to use the property personally, to occupy it as a responsible person and maintain it. All equipment is in good working order and any claim made more than 24 hours after arrival cannot be accepted. Any repairs made necessary due to negligence or poor maintenance during the stay will be at the tenant's cost. The tenant has a duty to make sure the neighbourhood's tranquillity is not troubled by him or his entourage. Animals are strictly forbidden. The presence of animals or pets despite the landlord's refusal will cause an immediate breach of this contract with no reimbursement or compensation. A weekly clean is included in the rental price. This takes place normally on Sundays between 10 and 15.30. The tenant is however asked to leave the property in order, furniture and equipment in the place where they were found, washing up done, and at the end of the stay bins and fridges empty. Failure to do so may cost sums which will be deducted from the guarantee deposit.

6. Insurance
The tenant may be held responsible in case of water or fire damage to the property. Many home insurance policies provide cover for a holiday rental. It is strongly recommended that the tenant checks his home insurance covers him, if not he should ask his insurers to provide an extension of his home cover, or to take a special holiday insurance which will cover these risks.

7. Inventory
The property is let furnished with kitchen equipment, tableware, glassware, bed linen and pillows as stated in the description sheet signed by the tenant on arrival. A guarantee deposit of 1500 Euros will be paid by cheque (or cash) before exchanging keys. The expected course of events is for the landlord to keep the cheque without cashing it and return it to the tenant at the end of the stay. In cases where further investigations are required this amount (minus any deduction) may be given back to the tenant up to 1 month after departure.
The description and inventory of furniture and various equipments is done at the beginning and the end of the stay by the landlord or his representative, and the tenant. An inventory sheet is written and signed. The tenant has 24 hours to notify the landlord of any discrepancies. After this time the property and its contents will be considered exempt from damage on arrival of the tenant. In case of loss or damage caused by the tenant the amount of guarantee deposit will be reduced by the cost of repair or replacement on presentation of invoices by the landlord, within 2 months. If deemed necessary, the landlord or his representative will have the right to claim from the tenant on departure the cost of cleaning the property, the full replacement value of objects, furniture or equipment broken, cracked, chipped, or damaged, and those whose wear would be abnormal for the duration of the stay, the cost of cleaning soiled bed covers, an indemnity for any damages to curtains, wallpapers ceilings, rugs, carpets, windows, bedding etc…
If the guarantee deposit is insufficient, the tenant accepts to complete the sum on presentation of invoices. The guarantee deposit cannot be considered as part of the rent. In case the end of stay inventory is not agreed by both parties due to the tenant departing at a time other than the time stipulated in this contract and not compatible with the landlord's or his representative's diary, the landlord or his representative will establish the end of stay inventory unilaterally at the normal time. If damages are recorded, the tenant will be informed within 8 days by registered post, and the landlord will have 2 months from rental start date to return the deposit minus any deduction due to losses or damages etc…

8. Access
The tenant will have no right to deny access to the landlord or his representative should he express the wish to visit the premises.

9. Right to remain in the property
The tenant will under no circumstance have any right to remain in the property at the end of the period stipulated on the present contract, except with the landlord's agreement. Any overstay beyond the fixed date and time results in the confiscation of the whole amount of guarantee deposit. A further rent will be owed which equates to one and a half times the rent paid, damages for loss of use, payment of any hotel bills or costs incurred in searching for alternative accommodation, or any other costs caused by this serious misconduct. The landlord, represented by the rightful tenant awaiting use of the property, will ask the police to evacuate the premises with no authorisation other than the times and dates stipulated in this contract, with an allowance of one hour. The tenant at fault will be prosecuted for illegal occupation of the property. If the police will not or cannot intervene, the rightful tenant awaiting use of the property may at any time after the allowed hour remove all belongings of the tenant at fault with no possible claim against him because, at that moment, he is the only authorised occupier of the property. The tenant at fault will have no right to prosecute for trespassing, theft, expulsion or any other reason. The only likely obstacle to expulsion by the police or the rightful tenant is a serious health condition preventing the tenant from being moved from the rented property, which would have to be supported by a medical certificate specifying that the patient must remain on the premises. This event would not exempt the tenant from the reimbursements, costs and damages mentioned in this paragraph.

10. Dispute
In case of dispute between the landlord and tenant, the matter will be dealt with by the tribunal at the landlord's place of residence. By signing hereunder the tenant accepts the terms of the present contract

The Landlord the Tenant (Please write *Read and approved* and sign)