

## ***HOLIDAY RENTAL AGREEMENT***

Between the undersigned,

[Full name and address] .....

..... hereafter called « the owner »,  
And,

[Full name and address] .....

..... hereafter called « the tenant »,

a furnished holiday tenancy has been agreed concerning the following property :

**Address of the holiday flat** : Lieudit Rotajola, Agosta Plage, 20128 Albitreccia, France

**Description** : A self-catering ground floor holiday flat of 87 sq.m. The entrance hall opens out onto a large sitting room which itself looks out onto a 30 sq.m terrace with a view over the gardens and a partial view of the sea. Opposite the entrance door is a fully equipped kitchen. A short corridor on the left gives access to the bathroom, separate WC and to the two bedrooms, one with a double bed and the other with two single beds. A detailed description form is enclosed with this agreement.

Maximum occupancy : 4

An inventory as well as a detailed description are placed in the flat. In case of any dispute, the tenant should advise the owner at latest 3 days after arrival at the house.

**Duration of tenancy** : This tenancy has been authorised and accepted for a duration of ..... week(s), starting from Saturday ..... 2010 at 14.00 hours (2.00 pm), and ending on Saturday ..... 2010 at 11.00 hours.

In no case may the tenancy be prolonged, unless previous written agreement has been obtained from the owner.

In no case may the original rental agreement or any prolongation exceed a duration of ninety days maximum.

In order to hand over the keys to the property and for other necessary formalities, a meeting is fixed for Saturday ..... at 14.00 hours (2.00 pm).

This meeting time may be modified provided both parties are duly informed.

**Rent / household charges** : This tenancy is authorised and accepted against payment of a total rent of [in letters] ..... which includes the following household charges : gas, electricity, hot and cold water.

In the case of any damage caused by the tenant to the furniture, furnishings or linen contained in the flat, the tenant undertakes to replace the item concerned or to pay the necessary amount to the owner for its replacement.

The tenant also undertakes to leave the property clean and tidy on departure date.

**Insurance** : The owner undertakes to take out comprehensive house insurance for account of the tenant, the tenant being under the obligation to notify the owner within 24 hours of any incident causing damage to the house, outhouses or accessories.

**Payment schedule :**

UPON THE DATE OF SIGNATURE OF THIS AGREEMENT the tenant pays to the owner a deposit of ..... euros, i.e. 30% of the rent, and this amount will be deducted from the total amount due.

UPON ARRIVAL DATE AT THE PROPERTY the tenant undertakes to pay to the owner the remaining amount due, i.e. 70% of the rent, i.e. .... euros.

Any charges concerning bank or postal transfer remain the responsibility of the tenant.

**General conditions:** All normal obligations and conditions apply to this holiday let and the tenant undertakes in particular to:

- to make residential use of the property without causing any neighbourhood problems (noise, smells...);
- not to sub-let or relinquish the property, even free of charge, except in the case of written agreement from the owner;
- not to modify in any way the property or the lay-out of the furniture;
- to authorise the owner to carry out any repairs which may appear urgent or necessary during the rental period and without claiming any indemnity or reduction in rent.
- Furthermore, the owner undertakes to make available a property which meets normal standards of habitability and which is in accordance with the detailed description attached to this document.

**Cancellation** : In case of cancellation by the tenant, it is agreed that the deposit will not normally be refunded to the tenant. If however the flat is let to another tenant for the same period a refund will be made to the original tenant, less any extra costs involved. In the case of cancellation by the owner (in case of *force majeure*), the deposit will immediately be reimbursed to the tenant.

**Determination clause:** In the case of non-payment according to schedule or in the case of non-execution of one of the clauses of the present agreement, and seven full days after a simple demand sent by registered mail which has remained without effect, the present agreement will immediately be terminated and the owner may refer to Art. 1590 of the Civil Code in order to retain the deposit paid in part payment of damages.

**In case of any dispute** to which no friendly agreement can be reached : The Tribunal of Ajaccio (Corse du Sud) is declared competent.

Signed in ..... Date ..... 2009

Established in 2 originals

The owner  
*[signature preceded by the mention  
« read and approved »]*

The tenant  
*[signature preceded by the mention  
« read and approved »]*