

# Alexandra Lloyd Properties

Immobilier de Prestige



Luxurious Properties

## **RENTAL AGREEMENT**

### **SEASONAL FURNISHED**

#### **THE PRESENT RENTAL AGREEMENT CONSISTS OF:**

- An initial part comprising all particular and specific provisions of the present rental;
- A latter part comprising all general provisions applying to this rental.

Between the undersigned hereinafter referred to as «THE AGENT» and «THE LESSEE» it has been done and agreed as follows:

### **PARTICULAR PROVISIONS**

#### **1. THE OWNER**

Represented by Alexandra Lloyd Properties, property licence number 10756 delivered by the Prefecture des Alpes Maritimes, director - Alexandra Connolly. Offices located at « Palais Garnier », 48 Boulevard Joseph Garnier, 06000 Nice. Guarantee FNAIM number 29 100F.

#### **1.2. THE LESSEE**

**Client's full name**

**Main address:**

**City:**

**Country:**

**Tel:**

**Fax:**

Initials.....

### **1.3. – RENTED PREMISES**

Address of the property, subject of these presents:

**Villa:** Reference

**Address:**

**City:**

**Premises purpose:** To be used exclusively as a seasonal furnished accommodation rental.

The whole of the property is for use of the clients, including garden furniture, pool beds, and the terrace furniture are for the use of the lessee.

**Designation and summary description of the rented premises and number of persons planned:**

**Equipment for common use:** All of the premises.

The property will sleep a maximum of ..... adults

### **1.4. – RENTAL AGREEMENT TERM**

Agreement effective date on:                    2008 at        12 PM

Agreement expiry date on:                    2008 at        12PM

The lessee shall advise 48 hours in advance of his approximate time of arrival and both the lessee and the agency agree to make an appointment on arrival for the arrival formalities. The lessee agrees to make an appointment 48 hours before his departure from the rented property for the departure formalities.

Arrival formalities: The parties will control the rented premises and will mutually sign an inventory protocol giving detailed information about the existence and the conditions of the premises.

Departure formalities: The parties will control the rented premises and will write down any relevant damages, loss etc of the premises and sign such additional protocol. Such will be the basis of an eventual claim of the owner concerning the guarantee deposit.

### **1.5 PRICE**

Initials.....

The total amount of the rental, to be paid by the lessee for the above period is of thousand Euros ( 000€). This price is inclusive of electricity, regular cleaning for three hours per week, swimming pool and garden maintenance.

#### **1.6. – ADDITIONAL CHARGES**

The supplementary cleaning to the hours that are included in the rental price, linen hire, end of stay cleaning, tourist tax and telephone are not included in the price.

#### **1.7. – GUARANTEE DEPOSIT**

The amount of the guarantee deposit: thousand Euros ( 000 €)

- This amount shall be paid imperatively thirty days before the arrival date.

The present contract will be terminated if the full guarantee deposit is not paid as stated in this contact. Proof of the funds transfer is demanded by the lessee's bank to confirm the wire transfer which will act as a confirmation. The lessees can only take possession of the premises upon the full payment of this deposit and can not claim any damages with regard to the cancellation of this contract, the total amount of the rent will be retained by the owner. The deposit will be returned to the tenant in the same form that it has arrived. If it has arrived as a transfer into the agency' account, then the funds will be returned only to the identical account from which the monies came from.

## **GENERAL PROVISIONS**

### **2.1. – DURATION**

Renting time may not be extended without the owners' prior agreement, and the lessee accepting so.

The lessee agrees that he will not exercise any other rental agreement within the mentioned property and that the premises subject of the present agreement is only rented to him as a temporary residence.

### **2.2. – PRICE**

The lessee will transfer a 30% reservation deposit of the total rental amount, an amount of thousand hundred Euros (00€) within five business days following the signature of this contract. A faxed transcript confirm the transfer of the funds will then reserve the property and will engage him to stay on the premises between the dates that are stated in this contract.

The remaining 70%, an amount of 00 Euros (00€) is due no later than the

In the case of the above conditions are not fulfilled, the owner holds the right to immediately re-rent the premises. All payments by lessee will be paid to the owner's representative, which agrees with both other parties to hold the deposit on behalf of both parties.

Upon arrival to the villa, Alexandra Lloyd Properties will provide the lessee with all relevant keys for the property, remote controls for the villa entrance gate. Alexandra Lloyd Properties confirms that they have never had any technical issues with the arrival of clients to their rented properties and that all taking over procedures are carried out punctually and professionally. Alexandra Lloyd Properties also confirms that they have never had any bad experiences with the owners of this villa.

### **2.3. – GUARANTEE DEPOSIT**

The guarantee deposit is paid to meet the damages that may be caused to the rented property and its furniture or any other objects during the rented period. This will also be used to pay for any various charges and consummations which may have arisen during the rented period (including tourist tax, telephone, end of stay cleaning).

The remaining sum will be repaid with all necessary deductions being made within a maximum period of one month of expiration of this contract.

If the guarantee deposit turns out to be insufficient for all of the damages, the lessee undertakes to make up the sum. If the rented accommodation has a telephone, the guarantee deposit will be refunded after receipt of the France Telecom invoices.

All deductions from the guarantee deposit must be documented by the owner and the agency and copies of these documents shall be sent to the lessee no later than the 2008. The balance of the security deposit must be paid back to the lessee by, at the latest, the 2008.

The guarantee deposit is received, kept and will be returned by Alexandra Lloyd Properties to the lessee.

### **2.4. – LESSEES OBLIGATIONS**

- The lessee undertakes to accept the rented premises in the current condition when entering into possession, which is described in the descriptive statement annexed to this contract upon the clients arrival (etats des lieux and inventory). In the case of the premises being rented without been seen, the lessee does not hold the right for damages or reduction of the price of rental if the property does not correspond with the idea that he has. The agency officially declares that all information and photographs that have been supplied to the tenant have not been changed or graphically modified and are indeed of the villa referred to in this contract.
- The furniture and other movable objects must only undergo the wear and tear due to the normal use for which they are intended. Those which at the expiry of the present agreement will be missing or unusable for future use shall be paid for or replaced by the lessee with the owners'

agreement. Such provision also applies to wallpaper, paint, curtains and to the general state of the property.

- If necessary the following will be deducted from the guarantee deposit:
  - a. the value of broken or cracked objects.
  - b. the price of washing or cleaning of carpets, blankets, mattresses, or any other item that has been stained.
- The lessee undertakes to use the furniture and objects supplied within the rented property for their intended purpose and to be used solely where they have been left by the owner. The tenants formally promise to not move them out of the rented premises.
- The lessee shall strictly abstain from throwing waste into the washbasins, baths, bidets, sinks, wash tubs, etc. ... any objects that are likely to block the pipes, otherwise he will bear the costs for putting such appliances back into service following proof that these objects caused the malfunction.
- In case of termination of this contract, the lessee may not, under any circumstances, sub-rent or transfer his rights from the present agreement, without the owners specific agreement; he shall use the rented premises for residential purposes only and may not on any account, store furniture there, except linen and personal objects.
- The lessee shall allow access to urgent work required for maintaining the property in good condition, without being able to claim any compensation. This however is providing that all urgent work is limited to six hours per day for no more than three consecutive days and no more than five days during the term of this contract.
- The tenant does not have the right to bring animals into the property without the specific written agreement from the agency.
- The lessee must inform by telephone the agency of his departure 48 hours prior, for the departure formalities. In the case of a departure without rendez vous, the lessee accepts the inventories of the fixtures that are made by Alexandra Lloyd Properties.
- If the lessee leaves without making an appointment with Alexandra Lloyd Properties and takes with him keys remote controls, cards and all other ways of access into the property, the lessee is liable to pay the costs of changing the locks, cards and remote controls and will be deducted from his guarantee deposit.

- In the case of the tenant re renting the property, either an extension of the current stay, or a future rental, a commission is due to the agency corresponding to its usual commission rates.
- In the event of a rental in a residential building, the lessees will comply, as occupiers of the premises, with the internal regulations of the residential building which they acknowledge to have studied. It is strictly forbidden to dry washing from the windows or balconies.
- The lessee, within three days of taking possession, shall inform the owner of any verified anomaly.

## **2.5 - OBLIGATIONS OF THE OWNER**

The owner agrees to make the premises available to the advertised state and to respect the obligations of the present contract. This includes the premises are in good order, clean with fresh sheets and towels, all electronic equipment in working order, impeccable garden, clean swimming pool and ready for use, entrance gate functioning and all personal items stored away.

The owner also agrees to replace or repair all broken items which may occur during the period which have not been broken or damaged by the tenants.

## **2.6 - SWIMMING POOLS**

For all properties rented with a swimming pool, the owner is obliged to provide a conformed security system. This device will be explained to the tenant upon their arrival but does not take away the need for close surveillance of your children. If you decide to not switch on a security device or to remove a swimming pool protection in the rental property, Alexandra Lloyd Properties can not be held responsible for any accidents that may result.

## **2.7. - INSURANCE**

The lessee is obliged to take out an insurance policy against risks of theft, fire, broken glass and water damage and third party liability as defined under French law. A copy of this policy must be faxed to the agency before entrance to the property.<sup>1</sup>

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**2.7 – TERMINATION**

Failing payment on the fixed dates or in the event of non fulfilment of any provision of the present agreement and eight days after a formal demand that has remained ineffectual, the parties may require immediate termination of the present agreement. The lessee shall leave the rented premises upon order from the judge on referral matters. The balance of the rental will be returned to the lessee.

**2.8. – CONFERMENT OF JURISDICTION**

This agreement will be governed and construed in accordance with French law. Any court action will be judged in the courts of Nice, France.

On

**Agency signature**

**Lessees signature**

Handwritten words

"Read and approved"

Handwritten words

"Read and approved"

Number of words void: . . . .

Number if lines void: . . . . .