

## GENERAL RENTAL CONDITIONS of SEASON RENTAL

Of Season rental by the estate agency DAURE Immobilier

1. **OPTION:** By taking an option, we are reserving a house for only 7 days. The option will become a valid reservation only when the deposit of 25 % is paid.

2. **RESERVATION:**

A reservation is binding when a.) The agency received all rental documents completed and signed and b.) The deposit of 25 % of the global rental amount (which means the rental without the region's resort tax and the obligatory cleaning fees) was paid. NB: a deposit means legally the obligation to finalize the whole contract according to its conditions – including the payment of the total price! That's why we recommend contracting travel cancellation insurance. The reservation cannot be passed over to somebody else – it is strictly individual! The agency keeps the right to verify the number of persons mentioned in the rental agreement. No more persons than mentioned on the agreement are allowed to live in the flat. In case of non-respect the rental agreement can be cancelled and the agency is entitled to claim damages. If there are different tenants having contracted the same agreement, they are all responsible in solidarity towards the agency (and its up to them to organize solutions among themselves)

3. **BALANCE:** The balance of the rent (and the other charges (optional or obligatory ones, except the region's resort tax and the obligatory cleaning fees) has to be paid not later **30 days before** the beginning of your stay. Otherwise the reservation automatically becomes invalid and the flat can be rented out again. The deposit is not returnable, and according to French law, the balance is still owed! (That's why we absolutely recommend the travel cancellation insurance at € 2,00, see article 4 and 7)

4. **PRICE LIST: Global rental price**

The rental agreement and its prices are binding. The **global price** of the rent **includes** the remuneration of the agency (which is 8% of the flat's basic rent, and 12 € for administration charge per file) and cleaning fees are included. **ATTENTION:** The 12 € administration charge is **including** 2,00 € for our travel cancellation insurance! If you do not wish to benefit of this insurance, you have to indicate it clearly by putting your cross in the box. This will release the agency of any later reclamation on reimbursement in case of cancelation or later arrival, and the administration charge will only be 10 €.

(In some particular cases, there might be some supplementary costs (like energy costs in winter time); in such exceptional cases the conditions will be defined separately and fixed together with the rental agreement itself)

In addition to the global rental price there will be some other optional or obligatory charges, as:

- Region's resort tax on visitors during the summer period (15<sup>th</sup> June to 15<sup>th</sup> September) , to be applied at any tenant having accomplished his 18<sup>th</sup> year (according to the actual scale modified each year).
- **Flat rate for Animals :** 20 € per pet / per stay (on condition that the landlord and the agency agree)
- **Linen to hire:** possibility to hire linen as a pack family (towels, sets of bed linen) –to be ordered 2 weeks before arrival.

ALL additional service has to be paid in full, at the latest, on your arrival. Otherwise the agency cannot hand out the keys and codes.

11. **HOUSE RULES and MANNERS:**

The tenant is obliged to respect the house rules of the residences, especially with regards to the pools and parking spaces. Please respect the rights of the other holidaymakers! **ATTENTION:** The pools' opening hours are variable; the agency does not manage pools - therefore it cannot be responsible for any pool (e.g. closing for repair, vandalism or security issues. For all communal swimming pools in France, only genuine swimming trunks are allowed and not shorts, Bermuda shorts or others, for reasons of hygienic

12. **MISCELLANEOUS:** The tenant is responsible for all persons including children, friends and animals and all personal belongings e.g. car, baggage etc. Make sure that your personal insurance is valid, even for holidays in a foreign country! Help us to conserve water! Do not underestimate the power of the sun and the sea!

13. **RESPONSIBILITY and JURIDICTION:** In signing the general rental conditions and rental agreement, the tenant declares to know and to respect them. In case of a legal conflict it has to be sorted out at the place of the agency and at its local jurisdictions at Béziers or Montpellier.

14. **DATA PROTECTION:** According to the law of 6<sup>th</sup> january 1978 each tenant has the right to verify and rectify his personal data.

PLEASE sign ( 2 copies ) of the General Rental Condition with your signature, date and place of residence.

Signed at ....., the .....20...      Signature: