



VILLA MAGARRE
CONCIERGERIE
★★★★★
Géraldine & Stéphane
GAILLAC - TARN

This lease is concluded between:

Villa Magarre – Géraldine et Stéphane MEDINA

demeurant Magarre – 81140 CASTELNAU DE MONTMIRAL

hereinafter "Landlord"

ON THE ONE HAND,

AND

First Name *

Name *

Address *

Post Code *

City *

Hereinafter "Tenant"

ON THE OTHER HAND,

For the understanding and simplification of certain terms used herein, the following has been determined in advance:

"The Lessor" and "The Tenant" shall refer respectively to the persons identified at the head hereof under these terms.

"The Lessor" and "The Tenant" may be referred to individually by the term "the Party" or together by the term "the Parties".

"The Premises" means the Leased Premises, the subject matter hereof.

"The Lease" means this Agreement.

It was agreed and agreed as follows:

The Landlord rents for the period indicated below, the Premises hereafter designated, furnished and equipped as specified below and in the descriptive statement annexed hereto, to the Tenant who accepts them under the following conditions It has been agreed between the parties that the Landlord rents to the Tenant the accommodation as described below under the following conditions :

1. SUBJECT MATTER OF THE RENTAL AGREEMENT

The accommodation is located at Magarre 81140 CASTELNAU DE MONTMIRAL

Main characteristics of the accommodation:

Air-conditioned villa with heated pool from April to October, SPA open all year round.

Fully equipped and furnished accommodation.

2. DESTINATION OF PREMISES

The premises are rented exclusively for residential use as a seasonal tourist residence.

They do not constitute the main residence of the Tenant.

The maximum number of people allowed on the premises is 12 (10 adults max).

3. TERMS AND CONDITIONS OF THE RENTAL

The Landlord rents the accommodation to the Tenant during the period indicated below.

The duration of the stay is non-renewable. The Tenant expressly undertakes to have fully released the accommodation on the date of checkout (departure) at the latest by 09:30, and to hand over the keys to the Landlord.

The number of people present is indicated below. The day before the check in, the Landlord will give the Tenant instructions on how to enter the accommodation.

The Parties have agreed to fix the rental price indicated below for the entire duration of the stay.

In order to proceed with the reservation of the accommodation, the Tenant must return this rental agreement signed to the Landlord.

4. DURATION OF LEASE

The Lease is concluded for a period mentioned below with an arrival from 17:00 and a departure at the latest at 09:30.

Beyond this term, the Tenant shall, unless the Landlord's express agreement is obtained, forfeit any occupancy title.

The initial Lease and the extended Lease may not extend the duration of the lease to more than ninety days.

5. RENT AND CHARGES

The present lease is granted and accepted for the total price mentioned below at the end of the contract, including :

- the price of occupying the premises
- Bath linen (shower towel – pool – spa)
- Bed linen
- rental risk insurance
- consumption of electricity
- the consumption of cold and hot water during the term of the Lease
- tourist tax
- Internet
- a cleaning fee upon return of the premises
- access to the swimming pool
- access to the SPA
- the private car park.

This rent, including the listed charges, is payable as follows:

"Terms of payment: up to 50% of the total rental price upon signing hereof if we are more than 60 days from the check-in date and the balance 45 days before check-in. Up to 100% of the total rental price upon signing hereof if we are less than 60 days from the check-in date."

In addition, the Tenant shall pay directly to the service providers any expenses not included in the list, which it has incurred on its own initiative, so that the Landlord is never worried or sought after in this respect.

6. SECURITY DEPOSIT

A deposit is required before entering the premises. This deposit is taken in the form of a credit card imprint the day before the Tenant's arrival and is not cashed. If it is refused, an email containing a secure link will be sent to the Tenant so that they can enter another credit card, prior to arrival, for payment. For security reasons, the Tenant undertakes to communicate these credit card details only through this secure link and by no other means. Through the secure link, the Lessor will not have access to the Tenant's credit card information nor will any of it be preserved. In the event there is any doubt, the Tenant must contact the Landlord in order to verify the legitimacy of the means of payment.

The imprint will be removed no later than two days after his departure if the inventory of fixtures and fittings on departure does not reveal any problems or degradation of the premises.

If the sum thus paid as a guarantee proves to be insufficient, the Tenant shall pay any additional sum on presentation of supporting documents by the Landlord within the 5 days.

7. OBLIGATIONS OF THE TENANT

The Tenant is bound by the following main obligations:

To take the Premises in the state in which they will be when the keys are handed over and as described in the inventory of fixtures, with the furniture, equipment, materials and objects furnishing them as described in the inventory;

To pay the rent and charges according to the agreed schedule;

To use the premises peacefully according to the contractual destination;

To be liable for any damage or loss that may occur during the term of the Lease in the Premises of which he has exclusive use, unless he proves that such damage or loss occurred due to a case of force majeure, through the fault of the Lessor or through the actions of a third party that he did not bring into the premises;

To use the furniture, equipment, materials and objects furnishing the premises, according to the use for which they are intended, and to leave them where they are. He formally refrains from transporting them out of the rented premises.

It is specified that the furniture, equipment, materials and objects shall only suffer depreciation resulting from the normal use for which they are intended.

Furniture, equipment, materials and objects that are missing or deteriorated or have been taken out of service for a reason other than normal wear and tear shall either be replaced identically with the Landlord's consent or paid for at the same replacement price.

Not to modify the Premises or the layout of the furniture in any way;

To refrain from throwing objects or substances into the drains that may obstruct them. The Tenant shall be liable for the costs incurred in repairing and restoring these pipes;

To allow work to be carried out in the Premises which becomes urgent and necessary during the course of the rental period, without being able to claim any compensation;

Not to sublet or assign its rights under this agreement without the express written consent of the Lessor, on pain of termination;

To occupy the Premises and to behave as a good father. He may not store any furniture on the Premises. He shall not cause any disturbance to the neighbourhood;

Not to have the Premises occupied by more than the maximum number of persons indicated;

To inform the Landlord without delay of any malfunction or deterioration, whatever the cause.

8. OBLIGATIONS OF THE LESSOR

The Lessor is bound by the following main obligations:

To deliver to the Tenant the rented accommodation, with its furniture, equipment, materials and objects, in accordance with the descriptive state he has made of it;

To deliver to the Tenant a dwelling in good state of use and repair as well as the equipment mentioned in the Lease, in good working order;

To ensure the Tenant the peaceful enjoyment of the accommodation throughout the duration of this agreement;

To install and maintain at least one standard smoke detector in the dwelling.

9. CANCELLATION CLAUSE

In the event of non-payment of the rent in full and the security deposit at the latest upon entry into possession of the premises, this Lease shall be immediately terminated without prejudice to any damages to which the Lessor may be entitled as a result of the non-performance of the Lease.

10. PENAL CLAUSE

Without prejudice to the possible implementation of the resolutive clause and the claim for damages, pursuant to Article 1231–5 of the French Civil Code relating to penalty clauses, the parties agree that a default in payment of rent or charges will result in an increase of 15% of the sums due.

This penalty clause will take effect in the event of inaction by the lessee beyond seven days from the sending, by the Landlord, of a formal notice by registered letter with acknowledgement of receipt.

11. FACILITIES

All the installations are in working order and any complaint concerning them occurring more than 24 hours after the beginning of use of the premises, will not be accepted. Any repairs arising from negligence or improper maintenance during the rental period shall be the responsibility of the Tenant.

The villa is rented furnished. If necessary, the owner or his representative will be entitled to claim from the Tenant on departure the total value at the replacement price of the objects, furniture or equipment that have been broken, cracked, chipped or damaged and of those that are worn beyond the normal levels during the duration of the rental.

The same applies to bedding, decorative items, curtains, wallpaper, windows and, more generally, to all the movable property making up the villa.

12. VISIT FROM THE LANDLORD

The Tenant may not object to the visit of the premises when requested by the Landlord or his representative.

13. INTERNET ACCESS

The Tenant accessing the Internet undertakes not to use this access for the purpose of reproducing, representing, providing or communicating to the public works or objects protected by copyright or by related rights, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the necessary authorization. The Tenant is informed that when a sharing software is connected to the Internet, it can automatically make downloaded files available. If you have used sharing software to download protected content, it is preferable for you to disable it.

The Tenant is also required to comply with the security policy defined by the landlord as well as the rules for the use of the network and computer equipment.

It is reminded in this respect that the holder of an Internet access is required to secure this access so that it is not used for any purpose of reproduction, representation, distribution or communication of works or objects protected by copyright or related rights to the public, under penalty of incurring criminal liability.

This liability of the access holder in no way excludes that of The Tenant who may be accused of copyright infringement (article L. 335-3 of the Intellectual Property Code).

14. CLEANING FEE

A cleaning fee is applied to the stay including the laundry of bed and bath linen.. Nevertheless, the dishes and the fridge must be cleaned by the Tenant and returned clean. If the villa is not returned in a proper condition, additional cleaning costs may be charged to the security deposit.

15. CHECK-IN / CHECK-OUT

Check-in is possible from 17:00, the host will give you the keys. The Landlord undertakes to communicate the procedure for entering the premises at least 24 hours before arrival.

The check-out should be done by 09:30 at the latest.

16. CANCELATIONS:

It is agreed that in the event of withdrawal:

by the tenant:

- more than 60 days before the lease takes effect, the Tenant will be reimbursed (free cancellation),
- between 30 and 60 days before the start of the lease, the tenant will be reimbursed 50%,
- less than 30 days before the start of the lease, the tenant will not be reimbursed.

by the landlord:

- within seven days of the withdrawal, he is required to refund the tenant for the sums collected.

17. ELECTION OF DOMICILE AND APPLICABLE REGULATIONS

For the execution of this lease, the Landlord shall elect domicile at his own domicile, while the Tenant shall declare that he elects domicile in the rented premises. Only the French language is authentic for the conclusion of this contract.

18. OTHER

Parties and gatherings NOT ALLOWED – STRICTLY PROHIBITED

Villa Magarre is on a quiet and environmentally friendly site, please do not make noise, music, in the outdoor areas.

NON-SMOKING (the entire deposit will be retained if the house smells like cigarette smoke or other substances)

Animals allowed under conditions

Please turn off lights, electrical appliances such as radiators, outdoor lighting,... when you are no longer using them.

To preserve our planet, please save water.

For their safety, never let your young children wander unsupervised.

Private parking is reserved for you inside the property.

19. ATTACHMENTS TO THE LEASE

A descriptive statement of the Premises and the furniture, equipment, materials and objects.

The signing of the rental agreement implies acceptance of the internal rules of the accommodation. The rules of procedure are annexed to the contract.

20. TOURIST TAX AND REGISTRATION NUMBER

The tourist tax in force in the city where the property is located is: €1.30

I have read and understood the terms and conditions of the rental agreement.

Signature *

HOUSE RULES

- **ORGANIZED EVENINGS & PARTIES ARE STRICTLY PROHIBITED.** In the event of non-compliance, this would result in the loss of the security deposit and the amount of the rental.
- The hob, the work surface, the oven, the microwave must be degreased and cleaned before your departure. The dishwasher and the fridge must be emptied and made clean. The dishes must be put away. We ask that you leave the kitchen in the same condition as you found it. **A CLEANING SUPPLEMENT OF 80€/HOUR WILL BE ASKED IN CASE OF NON-RESPECT.**
- The Barbecue, the ashes must be put in the ash bucket. The Plancha and its drawer must be degreased and cleaned before you leave. **A CLEANING SUPPLEMENT OF 80€/HOUR WILL BE ASKED IN CASE OF NON-RESPECT.**
- To simplify the inventory process, please return all kitchen items to where you found them.
- The swimming pool is heated from April to October. In order to keep the water hot, we ask that you unroll the tarp each evening.
- Regarding the Spa, please do not touch the set temperature. For hygiene measures and to guarantee clear water during your stay, **A SHOWER BEFORE AND AFTER IS MANDATORY.** Do not put on sunscreen before entering the SPA.
- In addition, when you are not using it, please put the cover back on to prevent heat loss, water evaporation, the intrusion of foreign bodies that are harmful to water quality, and to keep the secure Spa.
- The house is strictly **Non-Smoking.**
- The house is entrusted to you in immaculate condition, please return it in a suitable condition. Please treat the house with the same respect as your own. We have gone to great lengths to make it a pleasant space for you to enjoy.

- You cannot accommodate additional travelers.
- Animals are allowed under conditions: up-to-date vaccines – cleanliness – excrement must be picked up – education. In addition, we ask you not to let them climb on the furniture, in particular the sofas and beds and above all to inform us of their presence beforehand.
- Think of the planet: please save water and turn off lights, electrical appliances such as heaters, outdoor lighting, ... when you are no longer using them. **In summer, when using the air conditioning, please do not leave the windows open.**
- The house is equipped with a games room: please respect the state of the equipment made available to you. In the event of accidental damage, it can happen, it is essential to inform us immediately.
- Never leave children unattended, they are entirely your responsibility.

Thank you very much for your understanding