



HOLIDAY LEASE AGREEMENT

Dear Sir or Madam,

Further to your request, please find below the holiday lease agreement, and attached a description of the accommodation.

If this proposal meets with your approval, **please return one copy of the agreement** with your signature and a bank transfer or postal giro cheque for the advance payment.

I look forward to hearing from you. Yours faithfully

Landlord

Between the Landlord

Mr.
Full address
.....
Tel.
E-mail

and the Tenant

Mr.Tel.....
Full address
.....
E-mail
No of adults
Children (aged 3 to 14) (under the age of 3).....

To rent the premises

Decision number
Number of stars
Full address
.....
Postcode.....

No of bedrooms.....
No of beds: single..... double.....
Capacity: persons
Living area.....m²
Pets allowed: YES No

Duration of lease : from at hours to at hours.

The rental payment is €per

day weekend week month other:

Making a total of €: for the rental period.

Price inclusive of all charges YES NO and taxes YES NO

If charges are not included, they will be billed at the following rates:

- water: - heating: - electricity:
- local tourist tax collected for the council, € /day/person.

A security deposit of €.....will be required on arrival, together with the full balance of the rent. This security deposit will be returned to you on your departure, or days after your departure (not to exceed 2 months),after deductions for damage, cleaning or repair to the premises.

This agreement will be valid if I receive at my address before the 20

- one dated and signed copy of this agreement
- an advance payment of €..... (i.e. 25%)
- or a down payment of..... (i.e. 25%) in the form of:
 - international bank transfer (IBAN enclosed) postal giro cheque payable to me
 - bank cheque payable to me *chèque vacances* (Landlord registered: yes no)

Beyond that date, this proposal will be cancelled and I shall dispose of the accommodation otherwise.

This agreement exists in two copies.

Date:
Town:
Landlord ⁽¹⁾

I have read the general terms and conditions overleaf.
Date:
Town:
Tenant⁽¹⁾

(1)Before your signature, please include the legal formula 'lu et approuvé'

This standard contract is to be used exclusively for the rental of Furnished Holiday Accommodation registered with a Tourist Office in the Landes département, and with a valid certificate of eligibility issued by the Landes Departmental Tourist Board. This contract is exclusively binding upon the two signatory parties.

GENERAL TERMS AND CONDITIONS

GENERAL

The Tenant has no right to remain on the premises once the lease initially specified in this agreement has expired, except with the agreement of the Landlord.

No modification (erasure, addition) to this agreement will be accepted, unless by agreement between the two Parties.

USE OF PREMISES

The Tenant will occupy the premises without causing disturbance and for their intended purpose.

On departure, the Tenant undertakes to leave the premises as clean as he or she found them on arrival.

The premises may not be used by other persons, except by prior agreement with the Landlord.

The Landlord will deliver the premises as specified in the description and will maintain them in good order.

GUARANTEE (or DEPOSIT)

The total value of the guarantee shall be no more than the equivalent of one month of the lease. If the post-lease inspection finds no problems with the property, this guarantee will be returned to the tenant at time of leaving. In the event that the tenant is found to have damaged or removed anything in the property, the cost of repairing or replacing the articles in question will be deducted from the guarantee, subject to presentation of corresponding receipts by the owner; the remaining balance will be returned to the tenant within a maximum of two months.

SPECIAL CASES

The number of Tenants may not exceed the maximum accommodation capacity specified in the catalogue or the description.

In special conditions, and with the agreement of the Landlord, an exception may be made.

In this case, the Landlord is entitled to apply a higher tariff, which shall be communicated to the Tenant in advance and noted in writing in the rental agreement.

INSPECTION AND INVENTORY

An inspection and inventory of the furniture and fittings will be made in the presence of both parties at the start and end of the lease by the Landlord, or representative, and the Tenant.

PAYMENT

Reservation becomes effective when the Tenant has returned a copy of this agreement and an advance payment (25% of the total cost of the stay) before the date given overleaf.

The balance is to be paid on the day of arrival.

If the tenants should decide to delay their date of arrival, they must inform the owner in advance and pay the outstanding balance on the whole stay, from the original date.

EARLY DEPARTURE

If the Tenant chooses to depart early, and if the Landlord's responsibility is not involved, there will be no refund, except for the security deposit.

CONDITIONS FOR CANCELLATION

All cancellations must be made by registered letter or telegram:

a) Before this lease comes into effect:

As a general rule, all deposits are retained by the owner; however, these deposits will be returned if it proves possible to find another tenant for the same period, and at the same price.

b) Before this lease comes into effect:

As a general rule, all deposits are retained by the owner; however, these deposits will be returned if it proves possible to find another tenant for the same period, and at the same price.

c) In the event that the owner should decide to cancel this lease agreement

The owner must pay the tenant double the amount of all deposits received, payable as soon as notification of this cancellation is given.

INSURANCE

The Tenant must insure the premises rented.

The Tenant must therefore check that his or her domestic insurance policy **covers holiday accommodation**.

If it does not, the Tenant must apply to his or her insurance company for an extension of cover, or else take out a special holiday policy.

An insurance certificate must be shown on arrival, or a signed statement from the Tenant.

DISPUTES AND COMPLAINTS

It is recommended that the complainant apply to the tourist office, which will attempt to arrive at an agreed settlement of the dispute:

- o if the agreement has been signed by both Landlord and Tenant
- o if the complaint is presented within three days of arrival, in the case of disputes concerning the state of the premises or the description
- o at the end of the lease for any other complaint.

If it is not possible for owner and tenant to reach an agreement, all disputes may be submitted to the competent courts.