



**SEASONAL LEASING AGREEMENT
SPECIAL CONDITIONS**

BETWEEN THE UNDERSIGNED

Name and address of the LESSOR(S): Ms Christine PETROD – 2, rue Robert Joyeux - 92150 Suresnes - +33 6 72 11 76 49 - contact@gite-bussieres-morvan.fr

HEREINAFTER REFERRED TO AS "THE LESSOR" on the one hand

AND

Name and address of the LESSEE(S):

Phone/Email

HEREINAFTER REFERRED TO AS "THE LESSEE" on the other hand

A SEASONAL RENTAL WAS AGREED from the .../.../..... to the .../.../.....

Duration : ... night(s)

Number of persons: ... Adults

Address of the property: Cottage of Bussières - 6 Impasse de l'Abeille - Bussières - 58230 Ouroux-en-Morvan

Amount of rent: €..... for the duration of the rental period

Amount of deposit: €.....

Tourist tax (in addition): €.....

Per adult and per night Quantity

Tourist tax €0.90/night

/person

€0.90

...

Balance after payment of the deposit: €..... (*Encashed on arrival on site*)

Deposit against damage or deposit: €..... (*Not encashed on arrival on site*)

Deposit against damage or deposit:

In the absence of deterioration and/or damage, the security deposit will be returned to the LESSEE at the latest within 2 weeks of the contractual departure date.

If any deterioration and/or damage is noted, the security deposit will be returned to the LESSEE, after deduction of rental repairs, at the latest within 2 months of the contractual departure date.

(Article 16 - Security deposit and procedure of restitution)

Arrival/Departure: Arrival between 4:00 pm and 7:00 pm, departure at the latest at 10:00 am

The approximate time of arrival has to be provided to the LESSOR.

In the event of late, delayed arrival or early departure, the LESSEE must notify the LESSOR.

The modalities of recovery and return of the keys will be communicated to the LESSEE after payment of the balance.

Description of the rented premises:

- Category: 3* furnished accommodation classified on the 27/03/2019, no.: 03908MT032019390800

Initialed area

- **Capacity:** 2 persons. Tailored to ease the everyday life of the seniors. Hosting of a child under 2 years old possible.
- **Description:** House on one-level, of 40 m² (around 430.55 sq ft), with 2 main rooms: a living area/dining area / kitchen, 1 bedroom, 1 bathroom with a walk-in shower. Private terrace of about 269ft² in front of the house. Car park and bicycle shelter at your disposal. Individual electric heating. Collective hot water.
- Full description in ANNEX 1: Description of the Property.

Included in the rental amount

Turnkey gîte including in the price :

- Preparation of the gîte: full house cleaning before arrival and after departure.
- Provision of washed and ironed household linen: bed linen (fitted sheet, duvet cover, pillow case), bathroom linen (bath sheet, towel, hand towel, washcloth), kitchen linen (3 kitchen towels).
- Beds ready on arrival.
- Toilet paper, paper towels, washing machine and dishwasher products, washing-up liquid, sponges.
- Gîte maintenance kit at your disposal.
- House heated on arrival during the cold season
- Water, Gas, Electricity
- Secured Wifi access
- Baby equipment on request: Bed/Park with mattress and bed linen (fitted sheet, duvet cover, pillow case), 2-in-1 high chair/baby bouncer, changing mat

Not included in the rental amount

- Tourist tax /night /person: set annually by the « Communauté de Communes Morvan Sommets et Grands Lacs »

Other information:

- Non-smoker inside the cottage
- Pets can be accepted under conditions and prior agreement

Effective date of the rental contract:

The reservation becomes effective upon receipt at our address before .../.../..... :

- Of a copy of this contract and the general rental conditions, initialed, dated and signed (preceded by the mention "read and approved, good for agreement") by the LESSOR, and to be returned initialed, dated and signed (preceded by the mention "read and approved, good for agreement") by the LESSEE.
- The amount of the deposit to be paid by cheque or bank transfer

Beyond this date, this rental proposal will be cancelled and we will dispose of the cottage at our convenience.

The amount of the balance must be sent at the latest 30 days before the arrival date in the accommodation, that is before/..... with the deposit against damage cheque.

ANNEXES TO THE AGREEMENT :

ANNEX 1 : Description of the Property
 ANNEX 2 : Inventory of fixtures
 ANNEX 3 : Furniture and equipment inventory
 ANNEX 4 : State of natural and technological risks

ANNEX 5 : Observation of lead exposure risk
 ANNEX 6 : Observation of asbestos exposure risk
 ANNEXE 7 : Équipement for Baby

On the .../.../.....,

THE LESSOR

Read and approved, good for agreement

THE LESSEE

Signature preceded by the mention " Read and approved, good for agreement "

Initialed area

GENERAL CONDITIONS

Seasonal rental is governed by the [Civil Code](#) (article 1713 and seq.)

Article 1 - Subject of the contract

Article 1 - This contract concerns the rental of the " Cottage of Bussières ", whose address is Bussières, 58230 Ouroux-en-Morvan. It is a house on one-level, of 40 m² (around 430.55 sq ft), with 2 main rooms: a living area/dining area / kitchen, 1 bedroom, 1 bathroom with a walk-in shower. Private terrace, about 269ft² in front of the house. Car park and bicycle shelter at your disposal. Individual electric heating. Collective hot water.

The capacity of the premises is 2 adults and can host a child under 2 years old possible

The cottage is tailored to ease the everyday life of the elderly.

The cottage is classified furnished of tourism 3 stars on the 18th March 2024 by the accredited classification organization: NIEVRE ATTRACTIVE, 3 rue du Sort, CS60010, 58028 NEVERS CEDEX, SIRET : 48476688600010. Validity period of 5 years. Reference number: 03908MT032019390800. SIRET 882 877 020 00017 – APE 6820A

Article 2 - Purpose of the premises

The premises are exclusively intended for the LESSEE's residence as a temporary residence and vacation, it may not be used as a principal or secondary residence. The LESSEE may under no circumstances carry on any commercial or professional activity, even on a liberal basis.

Article 3 - Declaration of the LESSOR

The LESSOR declares to be the owner of the property and to have free disposal and full enjoyment of it during the defined period of the rental. The LESSOR shall provide proof of this by producing an EDF receipt, a property tax notice or any other official document proving its status as owner.

Article 4 - Obligations of the LESSOR

The LESSOR is required to:

- to deliver to the tenant a accommodation in accordance with the description they provided, in good working order and in good repair, and the equipment mentioned in the contract in good working order;
- To ensure the peaceful enjoyment of the accommodation and to protect the tenant against vices and defects that prevent its use even if he or she did not know them at the time the rental contract was concluded, without prejudice to the application of the second paragraph of Article 1721 of the Civil Code;
- To maintain the premises in a condition to be used for the purposes provided for in the contract.

Article 5 - Obligations of the LESSEE

This lease is made under the usual legal conditions and charges in such matters and the LESSEE is required to:

- to pay the rent, charges and security deposit under the terms and conditions provided for in this contract;
- to use the rented premises peacefully according to the purpose given to them in this contract;
- not to disturb the tranquillity of the neighbourhood;
- to personally occupy the rented premises, in accordance with the maximum capacity provided for in the contract;
- not to sublease or assign the lease contract;
- to use the rented furniture and equipment in accordance with their intended use and to comply for their use with the operating instructions provided by the LESSOR. The LESSEE must inform the LESSOR without delay of the malfunction of one of the equipment in the accommodation;
- not to make any changes or modifications to the layout of the furniture and premises;
- to maintain the rented accommodation and return it in clean condition;
- to allow work to be carried out during the rental period, in the rented premises, if the obvious urgency of the work does not allow it to be postponed;
- to be liable for any damage and losses that occur during the term of the contract in the premises for which he has exclusive use, unless he proves that they have occurred due to force majeure, the fault of the LESSOR or the fault of a third party that he has not introduced into the accommodation.
- not to bring animals without the prior agreement of the LESSOR
- not to smoke inside the rented premises
- to take no action against the LESSOR in the event of theft and damage in the rented premises
- to object to the visit of the premises if the LESSOR or his representative so requests

Article 6 - Duration of stay

The LESSEE signing this contract concluded for a fixed period may under no circumstances claim any right to remain in the premises at the end of the stay.

Article 7 - Conclusion of the contract

The reservation becomes effective as soon as the LESSEE has sent the LESSOR the deposit representing 30% rounded up to the nearest euro of the amount of the rental, without the mandatory packages and tourist taxes (Article 10 - Rent / charges), as well as a copy of the contract initialled, dated and signed (preceded by the *mention "read and approved, good for agreement"*) before the date indicated under special conditions. A second copy is to be kept by the LESSEE.

The deposit is deducted from the total amount to be paid.

The amount paid at the time of the signature of the contract is a down payment, the commitment is therefore final. If the LESSEE terminates the lease, the LESSOR is entitled to claim all or part of the rent. In the event of cancellation by the LESSOR, the latter must reimburse the deposit and may be required to pay damages to the LESSEE.

Article 8 - Cession and sublease

This rental contract is concluded *intuitu personae* for the sole benefit of the LESSEE identified at the beginning of the contract. Any cession of this lease, any total or partial sublease, any provision - even free of charge - to third parties, natural or legal persons are strictly prohibited. The LESSEE may not leave the disposal of the premises, even free of charge and/or by loan, to a person outside his household, without the written consent of the LESSOR.

Any infringement of this last paragraph may result in the immediate termination of the lease on account of the LESSEE, and the remaining rent of the lease falls definitively in favour of the LESSOR.

Article 9 - Cancellation by the LESSEE

Any cancellation shall be notified to the LESSOR by registered letter with recorded delivery.

a) cancellation before arrival at the premises:

The deposit falls in favour to the LESSOR. The latter may claim to the LESSOR or keep the amount of rent for the whole stay if the cancellation is made less than 30 days before the scheduled contractual date of entry into the premises.

b) if the LESSEE does not manifest themselves within 24 hours after the contractual date of arrival indicated on the contract, this contract becomes null and void and the LESSOR may dispose of his cottage. The deposit and the balance paid shall also fall into favour to the LESSOR.

c) if the stay is shortened, the rental price falls into favour to the LESSOR. There will be no refund.

Article 10 - Cancellation by the LESSOR

The LESSOR shall reimburse the LESSEE in full for all sums paid in advance.

Article 11 - Arrival/Departure

The LESSEE must arrive on the day specified in the time slot mentioned on this contract. In the event of late, delayed arrival or early departure, the LESSEE must notify the LESSOR.

On the specified day of departure, the LESSEE agrees to leave the premises at the latest at the time mentioned in this contract.

Article 12 - Payment of the balance

The balance of the rental must be sent to the LESSOR at the latest 30 days before the rental period (1 month to the day before the contractual arrival date) and will be collected on arrival at the premises.

Article 13 - Rent / Expenses

The present rental is granted and accepted in return for the total price of the rental including the amount of the rental, the tourist tax and any compulsory packages.

Article 14 - Tourist tax

The tourist tax is levied on persons who are housed for a fee and who are not domiciled there and who do not own residences there, for which they are liable to the housing tax (Article L.1333-29 of the CGCT, General Code of Local Authorities).

Its amount is calculated on the basis of the actual attendance of the establishments concerned. The amount of the tax due by each tourist is equal to the rate applicable to them according to the classification of the accommodation in which they reside, multiplied by the number of nights corresponding to the duration of their stay. The tax is thus collected per person and per night of stay.

The following are exempt from tourist tax in accordance with Article L. 2333-31 of the CGCT:

- Underage persons
- Holders of a seasonal employment contract employed in the community of municipalities
- Persons benefiting from emergency accommodation or temporary relocation

The tourist tax is paid to the Community of Municipalities of Morvan Sommets et Grands Lacs, Place François Mitterrand, 58120 Château-Chinon.

Article 15 - Inventory of fixtures and inventory of furnitures and equipments

An inventory of fixtures and equipment is drawn up contradictorily between the parties when the keys are handed over to the LESSEE and when they are returned at the end of the rental period. Inventory of fixtures and inventory of furnitures and equipments provided are annexed to the contract (ANNEX 2 and ANNEX 3).

If necessary, the LESSEE has 72 hours to contest the inventory of fixtures upon arrival.

In the absence of a contradictory inventory of fixtures, the LESSEE is deemed to have taken possession of an accommodation "in good condition for rental repairs" and must return it as such. (Art 1731 of the civil code).

If necessary,

- the LESSEE has 72 hours to contest the inventory of fixtures. In the absence of a protestation by the LESSEE within this 72-hour period, the inventory of fixtures and the inventory carried out by the LESSOR and provided to the LESSEE shall be deemed to have been fully accepted by the LESSEE.
- the absence of any contest by the LESSOR within 72 hours of the end of the rental period shall be deemed to constitute return of the premises in good condition and with a complete inventory.

Article 16 - Security deposit and procedure of restitution

A deposit against damage is asked by the LESSOR. It is intended to cover established damage and/or deterioration of the property and of the furniture and objects in the property caused by the LESSEE, as well as the loss of keys or objects.

The amount of the deposit against damage is € 200

The deposit against damage along with the amount of the balance must be sent at the latest 30 days before the rental period (1 month to the day before the contractual arrival date) and won't be cashed.

In the absence of deterioration and/or damage, the security deposit will be returned to the LESSEE at the latest within 2 weeks of the contractual departure date.

If any deterioration and/or damage is noted, the security deposit will be returned to the LESSEE, after deduction of rental repairs, at the latest within 2 months of the contractual departure date.

If this security deposit is not sufficient, the LESSEE undertakes to complete the amount.

Article 17 - Capacity of the premises

This contract is established for a maximum capacity of 2 adults and 1 child under 2 years old. If the number of tenants exceeds the capacity, the LESSEE shall obtain the prior consent of the LESSOR, who may refuse the additional persons. An indemnity, in addition to the rent and charges, may be claimed from the LESSEE by the LESSOR

Any modification or termination of the contract will be considered at the initiative of the LESSEE.

Article 18 - Pets

This contract specifies whether or not the LESSEE may stay with a pet. In the event of non-compliance with this clause by the LESSEE, the LESSOR may refuse the stay. In this case, no refund will be made.

Article 19 - Internet access in the accommodation

The LESSEE is informed that internet access is available for the duration of the stay. The use of this Internet access is subject to the following conditions of use:

- Not to make illegal downloads that may result in sanctions under the HADOPI law
- Do not connect to prohibited sites: revisionist or terrorist sites, online gambling sites prohibited in France, and more generally any site with sensitive content likely to draw the attention of the authorities.

The LESSEE is informed that the failure to comply with these conditions may result in the suspension of their Internet access and/or the communication of their contact information to the supervisory authorities in the event of notification to the owner.

Article 20 - Insurances

The LESSEE is liable for all damages resulting from their actions for the property leased to them. To cover this risk, they are required to insure the rented accommodation and provide a certificate at the first request of the LESSOR (extension known as "holiday" of their multi-risk home insurance contract from their main residence or special insurance)

They are required to be insured and liable for rental risks (liability of tenants towards the owner and towards neighbours and third parties) and to compensate the LESSOR for any damage and/or prejudice for which he is liable.

In the event of a damage in the accommodation, the LESSEE undertakes to inform his insurance company and the LESSOR within 24 hours.

The LESSOR declines all responsibility in the event of an accident on the rented property that may occur during the rental period.

Article 21 - Terms of payment

Payments can be made by cheque, bank transfer or « Chèque Vacances ».

By cheque: Name of the LESSOR on the cheque: [REDACTED]

By bank transfer:

BIC : [REDACTED]

IBAN : [REDACTED]

Bank : [REDACTED] Sort Code : [REDACTED] Account no : [REDACTED] RIB Key : [REDACTED]

Domiciliation : [REDACTED]

Holder: [REDACTED]

Article 21 - Automatic termination

In the event of a breach by the LESSEE of any of the contractual obligations, this lease shall be automatically terminated. This termination will take effect in a period of five clear days after a simple reminder by registered letter.

Article 22 - Disputes

For any claim concerning the rental, the court of the LESSOR's domicile shall have exclusive jurisdiction.

This contract and its consequences are subject to French law.

Article 23 - Address for service

For the execution of the present contract, the LESSOR and the LESSEE shall elect domicile in their respective domiciles.

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- ANNEXE 7 : Équipement for Baby

On the .../.../.....,

THE LESSOR

Read and approved, good for agreement

THE LESSEE

Signature preceded by the mention " Read and approved, good for agreement"