

All rented chalets and apartments are the property of individuals who have entrusted their rentals to the AGENCY which acts as their local representative. All sub-letting is forbidden. These apartments and chalets are reserved exclusively for habitation.

An option can be taken out through our Agency by:

Telephone: +33 (0)4 50 53 60 99 or email: contact@laurainne.com

For booking on-line www.laurainne.com

The option is confirmed by paying 25% of the rental price on account. The payment on account is a definite engagement (the balance is owed).

After receiving the payment on account, the Agency will send the tenant two copies of a rental CONTRACT stating: the length of the rental (EXACT DATES AND TIME), the price of the holiday, the amount of damage deposit, the address of the rental property, the number of people allowed in the apartment (this number cannot be exceeded under any circumstances on penalty of breaking the contract) and the rental conditions. The tenant must return this contract by return of post. It should be signed and accepted with no deletions or lines crossed out. The contract is then firm and the following clauses apply.

HABITATION: The habitation is equipped with furniture, crockery, kitchen utensils and cleaning equipment, bedding and blankets. It is expressly forbidden to use the beds without sheets. If you would like sheets, towels, cleaning or other services upon arrival, please inform the Agency by email or mail for the price to be calculated. The rental accommodation is equipped with all necessary items for every day living. It is intended for the number of people who can be accommodated in the apartment.

PRICE: Our rental prices include all expenses except telephone: Agency fees, charges, water and electricity consumption and heating in winter. Extra services chosen and noted on the contract are to be paid for in addition. This agreement is firm and definitive. The balance and the damage deposit are to be settled at least a month before the arrival date. In the eventuality that these conditions are not met, the lessor has the right to immediately re-let the habitation in question. The tenant agrees to pay for any outstanding services when the keys are handed over.

THE TENANT can bring a domestic pet with the Agency's express agreement. The tenant agrees to occupy the premises with consideration for neighbours and for the lessor's property. - all commerce is strictly forbidden - and to respect the co-property rules, in particular those concerning noise, parking and rubbish collection. Furniture should only suffer depreciation from use, and in the case where it has been damaged, broken or has disappeared, it has to be replaced by something similar and of equal value, or the tenant can pay the replacement price to the Agency. The Agency will fix the replacement price. The tenant will be held responsible for any broken or damaged object, and damage to installations, heaters or other, in particular in the case of freezing temperatures (due to an open window etc) or misuse. The Agency undertakes to inform the tenant when asked, on all questions directly linked to the rental premises or building. The tenant authorises the Agency to undertake any necessary work for the correct functioning and maintenance of the apartment even in his/her absence. If any services are interrupted, the tenant must advise the Agency. The Agency will work diligently to obtain the necessary intervention but declines all responsibility for delays in work being undertaken as well as any resulting nuisance. Interruptions in the working of the building's general services or public services do not justify a rent reduction if they are not due to a voluntary act by the lessor. In the case of waste pipes from hand basins, bidets, baths, showers, sinks WCs etc, becoming blocked by the tenant's actions, s/he is responsible for clearing them. The Agency declines all responsibility for all loss of use and for all delays in necessary repairs due to difficulty in finding qualified trades people or specialist companies during holiday periods. The tenant authorises urgent or necessary repairs or work incumbent on the owner or on the building which become necessary during the holiday, and which could be prejudicial to the full enjoyment of his/her holiday, to be undertaken without rent reduction or indemnity. The tenant cannot IN ANY CIRCUMSTANCES sub-let or hand over his/her rights concerning the present agreement without the express agreement of the LAURAINNE Agency on pain of contract termination.

If payments are not made on the due date or any clause in the present agreement is not fulfilled, the Agency can immediately terminate the contract and the tenant will have to leave the premises immediately. The Agency declines all responsibility for the tenant's personal property, particularly in the case of fire or theft. The tenant has to insure him/herself against all risks for which s/he could be held responsible; the proprietor and his/her agent decline all responsibility for the recourse which their insurer could take against the tenant in the case of damage or failure to pay (the balance of the rent).

In the case of contract cancellation by the tenant for reasons not set out in the cancellation guarantee, the tenant will remain liable for the balance of the rental monies. If, however, the apartment can be re-let by the Agency, the tenant will remain liable only for any financial loss caused to the proprietor or the Agency.

KEY HAND-OVER: The rental is agreed for a period which begins at 16.00 on the arrival day and ends at 10.00 on the day of departure. The rental length cannot be extended beyond the time and day stipulated in the contract without the Agency's agreement:

The tenant can extend his/her holiday if the premises are not already re-let. In return for prior notice to the Agency, the rent will be calculated on a pro rata basis.

Keys will be handed over at the Agency on the arrival day between 16.00 and 19.00. **No arrivals can be processed outside the Agency's opening times.**

All deferred arrivals should be notified in advance and by telephone to the Agency. Any delays will result in occupation taking place on Monday morning at 09.00. If the tenant does not take possession of the habitation on the expected day without having previously notified the LAURAINNE Agency, the Agency will try to re-let it.

Only the Agency is authorised to hand over the keys after the damage deposit has been paid, if this has not already been paid with the balance of the rental. - **the balance is to be paid at least a month before the arrival date.**

Only the Agency acting as agent is authorised to pay proprietors.

THE AGENCY IS OPEN ALL YEAR FROM MONDAY TO SATURDAY from 09.00 to 12.30 and from 14.30 to 18.30 and during holiday periods on Saturday from 08.00 to 12.00 and from 14.30 to 19.00.

It is closed on Sunday and on public holidays.

All arrivals outside these times must be advised in advance and by telephone to the LAURAINNE Agency. Late arrivals will mean the property cannot be occupied until Monday at 09.00. If the tenant does not occupy the premises on the expected day,

and if the Agency has not been informed beforehand, the Agency will try to re-let the property.

The Agency will indicate precisely where the rental property is, situation, entrance, floor, etc and will give particular instructions concerning the working of certain equipment (heating, hot water etc). The Agency generally accompanies the tenant, but sometimes in case of force majeure the tenant will not be accompanied. S/he will be given a sheet listing an inventory of fixtures. The tenant should check in his/her own interest the inventory and condition of the habitation and that the electrical equipment and sanitary fittings are working correctly. **The Agency should be informed of any abnormality in writing and with observations within 48 hours. Beyond this period, the inventory and the condition of the apartment will be considered correct.**

DAMAGE DEPOSIT: a damage deposit of between €500 and €3 000 depending on the chalet/apartment rented will be required from you in the form of a Credit Card. This is to be paid at the same time as the balance of the rental, at the latest a month before the arrival date, and in all cases before the keys are handed over.

This deposit cannot in any circumstances be considered as an advance rental payment and will not produce any interest. The deposit will be cancel at the latest a month after the rental period has ended if the habitation and its contents have been returned clean, in good condition and without damage at the agreed time. If the deposit is insufficient, the tenant agrees to complete the sum. The fact that the Agency cashes the cheque and holds this deposit does not make it responsible vis à vis the owner for damage which could have been caused by the tenant. The deposit could be kept for longer in the case of billing (telephone costs...) or if a specialist company has been contracted to bring the habitation up to standard. In the interests of efficiency, the Agency cannot complete an inspection of the premises and inventory check at the tenant's precise departure time. Nevertheless, the inspection which happens systematically before the next tenant, and the inspection/inventory sheet filled in on arrival constitutes a substantial guarantee.

DEPARTURE: On the day of departure, the keys should be handed over to the Agency **imperatively BEFORE 10.00 in the morning.** Any delay will lead to the Agency collecting an amount equivalent to an additional day's rental.

If the tenant wishes to leave before the Agency opens, s/he must have informed the Agency beforehand

The tenant who has signed the contract cannot in any circumstances insist on any right to stay in the premises beyond the end of the rental period.

A fixed price of 90 Euros by unity of key or device of electric opening which have been handed over to him/her, will be demanded from the tenant in the event of loss or degradation.

CLEANLINESS: The apartments must be left in a perfectly clean condition. Furniture and furnishings must be replaced in the position they had on the tenant's arrival. Failure to do so will mean that cleaning or rectification costs will be billed according to the current rates of specialist companies. This will be billed additionally or subtracted from the damage deposit.

INSURANCE: The Agency has included a holiday cancellation insurance "CGAIM" in its contract. The clauses of this insurance are available on simple demand and can be sent to you by e-mail.

The Agency declines all responsibility in the case of theft or burglary in the rented premises.

SWIMMING POOL: For rentals which include a swimming pool, please note that all pools are equipped with a safety system conforming to legal normes in force. A user's guide and/or explanation will be given to each tenant, who will in turn acknowledge this.

SALE: The Agency reserves the right to show clients around the premises in the case of sale or rental of the apartment if asked, on condition that the tenant has been notified sufficiently in advance. If the tenant of any other person on their own account decides to buy the property during or after the rental period, the Agency will be authorised to handle the sale under the conditions and charges currently applicable.

SPECIAL INFORMATION relating to natural and technological risks

You are reminded that, in conformity with article L 125-5 of environmental law, tenants in property situated in areas covered by a prevention of technological risks plan, or a plan stipulated or agreed, for the prevention of foreseeable natural risks or in seismic areas as defined by decree by the Conseil d'Etat, are informed by the lessor of the existence of these risks which these plans or decree concern.

As a result, the lessor states that when the property concerned is situated in an area covered by a PPR or a PPRN, stipulated or agreed or in a seismic area as defined by decree of the Conseil d'Etat, s/he will include a risk assessment based on information given by the Préfecture, the results of which are attached to the contract.

This risk assessment dating less than six months from this date is attached to the present contracts. The tenant expressly recognises and declares in addition, to personally take account of this situation.

Furthermore, the lessor declares that to his/her knowledge the property concerned in the present agreement has not been subject to any damage which has led to a natural catastrophe insurance settlement covered by article L 125-2, or technological as covered by article L 128-2 of the insurance code.

FREEDOM OF INFORMATION : Compiled information will be computerised to create this contract. In accordance with the law of 06 January 1978, the tenant has a right of access and rectification of information held by the agent who is responsible for its preparation. Methods of doing this will be fixed by mutual agreement.

The tenant declares that s/he has understood all the clauses in the rental contract as well as the description of the property, and accepts them without restriction or reservation. In the case of dispute, the tribunals in the area of the Agency's headquarters are the only jurisdiction.

Date :

Tenant(s) signature: