

## Furnished Premises Vacation Rental Guest Agreement

Under no circumstances may the vacation property named here be used as the Guest's principal residence or as an addition to a principal residence. This vacation rental guest agreement is strictly limited to specific dates which can only be extended by written agreement between both Parties. This is an essential condition of this agreement and cannot be modified. This agreement is not subject to accommodation lease legal provisions.

THIS AGREEMENT is made on this date of: \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YYYY)

Between:

\_\_\_\_\_ (hereinafter referred to as the "Owner")

And: \_\_\_\_\_ (hereinafter referred to as the "Guest")

The Owner has a property, \_\_\_\_\_, (hereinafter referred to as "the Property"), that he is making available for guests to stay at, within the terms and conditions of this agreement. As a Guest interested in occupying the Property, you are now entering into an Agreement with the terms and conditions set out below.

It is mutually understood and agreed between both parties that the term of this agreement is specifically for the following dates:

STARTING (arriving): \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YYYY) Check-in time is between 4pm & 8pm.  
ENDING (departing): \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YYYY) Check-out time is before 10am.

The Guest will be provided with the property address and directions to it once full payment has been received by the Owner.

### Reservation Deposit

Upon execution of this agreement, the Guest will pay the sum of 25% of the rent as a reservation deposit, which will be applied as a credit towards the rent due under this agreement.

### Payment of Rent

The Guest will pay to the Owner the balance of the rental amount no later than 30 days prior to occupancy date. If the Guest fails to pay the balance in full by this date, then this agreement is deemed cancelled by the guest and no refund of the deposit will be provided.

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### Damage Deposit & Liability insurance

Along with the balance of rental fees due, the Guest will pay the sum of \_\_\_\_\_ euros, representing a refundable damage deposit amount due under this agreement. The damage deposit may be retained by the Owner and applied against any and all damage and loss to the Property (other than normal wear and tear), excess cleaning costs, unpaid pay-per-view charges and any other amount owing by the Guest to the Owner under this Guest Agreement.

The Owner will return the damage deposit, minus any deduction required under the terms of this agreement, to the Guest by card refund or bank transfer within 7 days of termination of occupancy by the Guest.

The Guest will provide proof of personal liability insurance to the Owner, along with the signed contract.

### Local taxes

The Owner will collect from the Guest a "stay tax" (*taxe de sejour*) of 2.53 euros per person in the party per night, as required by French law.

Agreed rental price and fees	Euros
Rental price for the period above	
Stay tax (€2.53 x _____ people x _____ nights =)	
Other taxes, fees or charges	-
<b>TOTAL</b>	
25% booking deposit due now	
Refundable damages deposit	
Balance due on ____/____/_____(DD/MM/YYYY)	

### Utilities and Cleaning

The Guest is not liable to pay the costs of electricity, water, gas, internet, these being included in the rent and considered as fixed subject to the consumption of said utilities being at a normal level of use. Guests are asked to show consideration for the environment and turn off lights and devices when not in use.

For each rental, cleaning will be carried out before and after check-out, the cost of which is included in the rent. However, the Owner reserves the right, if the property is left in an unreasonable condition, to deduct from the Guest's deposit a sum corresponding to the cost of additional cleaning.

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### Cancellation

By Guest:

- If the Guest cancels more than 60 days before the check-in date, the reservation deposit will be refunded, less a €100 admin fee. There will be no refund of the reservation deposit for cancellation within 60 days of the check-in date. If the Guest cancels within 30 days of the check-in date there will be no refunds of any funds received. No refunds will be made for unused days or early departures.

By Owner:

- If for any reason, the Owner cancels a confirmed reservation of the Property or the Property is rendered uninhabitable, other than as a result of a default by the Guest or an invitee of the Guest, the Owner will refund to the Guest all monies received. The Owner will not be liable in any way to the Guest in the event of a cancellation of a confirmed booking, other than as expressly set forth in this paragraph and the Guest damages or claims shall be limited to the return of funds paid.

### Cancellation Insurance

The Owner recommends that the Guest purchase Travel / Trip Cancellation/Trip Interruption Insurance to cover any circumstances beyond your control, including (most importantly) a health related problem affecting yourself, a traveling companion, or a non-traveling family member. This is to protect your holiday investment.

### Owner's Right to Access

The Owner or Owner's Agent may enter the premises in the event of an emergency, to make repairs or improvements or to conduct a safety and maintenance inspection. Except in cases of emergency, Guest's abandonment of the premises, court order or where it is impractical to do so, the Owner or the Owner's Agent shall give 24 hours notice prior to entering the premises.

### Guest Conduct

- 1) The Guest will act in a proper and reasonable manner while staying at the Property and will ensure the Property and all contents used by the Guest are used in a manner to avoid any damage and will make all reasonable efforts to preserve and protect the Property and Contents. Reasonable wear and tear permitted. The Guest will keep the premises clean, sanitary and in good condition. The Guest will not create a nuisance to occupants of any neighboring property.
- 2) The number of overnight occupants may not exceed the maximum or that specified in the rental agreement. The use of the property is restricted to use by the Guest and the Guest's family unless the parties agree in writing to occupancy by a non-family group. A "family" as used herein means, parents, grandparents, children and extended family members vacationing at the Property. Use of the Property by Fraternities, Sororities, Stags and Hen parties or Unrelated Groups under 25 years of age is strictly prohibited.
- 3) The Guest will ensure that members of the Guest's party and the Guest's invitees act in accordance with the terms of this Guest Agreement and otherwise comply with the obligations of the Guest hereunder (except for the payment of fees) as if such persons

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were named as the Guest. The Guest is responsible for the acts of members of the Guest's party and of the Guest's invitees.

- 4) The Guest will vacate the Property by the 10:00am checkout time with no exceptions. The Guest will leave the Property in a clean, tidy and orderly condition with furniture in the same location as at the commencement of the stay.
- 5) The property is to be used as a private vacation residence for the Primary Guest and those adults and minors who have been listed in this Guest Agreement. Occupancy by any persons not so named is prohibited without the Owner's express written consent. Violation of this provision is a material breach of this Agreement. The Guest may not sublet all or any portion of the Property nor assign this Guest Agreement to other parties.
- 6) The Owner or the Owner's Agent may evict a Guest and a Guest Party, without prior notice, if, in the Owner's reasonable opinion the behavior of the Guest or any member of the Guest Party is unreasonable, or if the Guest breaches this Guest Agreement whereupon the use of the Property will terminate and the Guest will not be entitled to any refund.
- 7) This property is strictly Non-Smoking. Pets are not allowed on the Property. Contravention of this policy will be considered a material breach of this Agreement.
- 8) Except as provided by law or as authorized by the prior written consent of the Owner, the Guest will not make any repairs or alterations to the property, including nailing holes in the walls or painting the interior or exterior surfaces of the property. Unless authorized by law, the Guest will not alter, re-key or install any locks to the premises. The Guest shall immediately notify the Owner or its Owner's Agent of any defect or dangerous conditions in and about the property.
- 9) The Guest will not enter or attempt to enter any area of the Property or in the premises that has been secured and locked and designated as the Owner's private area.

### Property Used at Guest's Risk

The Property is used entirely at the risk of the Guest and members of the Guest's party. The Guest is responsible for any damage, loss or injury caused to the Property or to any other property or person by the Guest or members of the Guest's party, or the Guest's invitee. The Owner is not responsible for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, costs or inconvenience directly or indirectly caused to the Guest or any members of the Guest's party arising from the use or occupation, of the Property or its approaches. Breach of contract, negligence, misrepresentations or otherwise are not the responsibility of the Owner. The fact that children may be permitted at the Property does not imply that the Property is without risk to children.

### Indemnity

The Guest will indemnify the Owner and the Owner's agents from any and all damage, loss, expense, claim, action or liability of any kind whatsoever, or howsoever caused including, without limitation, a claim of any kind by any member of the Guest's party (including those of minor children), which arises from or relates in any way to the use or occupation of the Property by the Guest, members of the Guest's party or by invitees of the Guest. The Guest is

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responsible for and will indemnify the Owner from any damage of any kind to the Property caused or contributed to by the Guest, members of the Guest's party or by invitees of the Guest.

### **Limitation of Liability**

The Owner or the Owner's Agent will incur no liability whatsoever, whether negligent or not, resulting from the state or condition of the Property or any act or omission, including, without limitation, an act or omission involving negligence of the Owner or the Owner's Agents.

Concerns regarding Property negligence by the Owner should be addressed within 24 hours of occupying the Property. The Owner will not be held responsible for any noise pollution or other disturbances coming from public works or any neighboring properties.

### **Limitations of Claim**

If the Guest or any member of the Guest's party or invitee of the Guest, has a claim of any kind against the Owner, with respect to, or arising from this Guest Agreement or the use of the Property, the maximum liability in all circumstances for the Owner with respect thereto, will be in the amount of money the Guest has paid under this Agreement.

### **Interpretation**

1. The laws of France shall govern this Guest Agreement. In the Guest Agreement, the singular will include the plural. If there is more than one Guest, the covenants, agreements and acknowledgments of each person comprise the Guest.
2. This Agreement and other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such other writing had signed the same document and all counterparts will be construed together and constitute one and the same instrument. Facsimile copies and facsimile signatures will be valid and binding.
3. This Agreement will endure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the parties.
4. The Guest agrees to use the Property for the set period of time and for the set amounts contained in this Guest Agreement and the accompanying Booking Confirmation. The Guest's party agrees to observe, perform and abide by the obligations of the Guest under this Guest Agreement. All guests mentioned in this agreement agree that they will use the Property at their own risk.

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### PRIMARY GUEST INFORMATION

Guest Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Mobile Tel no.: + \_\_\_\_\_ (0) \_\_\_\_\_

Alternative mobile no. + \_\_\_\_\_ (0) \_\_\_\_\_

*(also provide the number you will be using while in France, if different from the above)*

E-mail address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_ (Zip/Postcode): \_\_\_\_\_

State/Province: \_\_\_\_\_ Country: \_\_\_\_\_

Home Tel no: + \_\_\_\_\_ (0) \_\_\_\_\_

SIGNED by the Guest x \_\_\_\_\_

Date: \_\_\_\_\_

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**ADDITIONAL GUEST INFORMATION** (specify all guests staying at the property, even if for just a portion of the rental period; include address only if different from the primary guest)

Total no. guests: \_\_\_\_\_ No. Adults: \_\_\_\_\_ No. Children (under 16): \_\_\_\_\_

[Ages of children] \_\_\_\_\_

Will you need  Cot bed \_\_\_\_\_  High chair \_\_\_\_\_ ?

Guest 2 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Guest 3 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Guest 4 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Guest 5 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

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Guest 6 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Guest 7 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Guest 8 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Guest 9 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Guest 10 - Full Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_