

## GENERAL TERMS

### LESSEE'S OBLIGATIONS

The lessee undertakes :

- To use the property rented as a « good father » in accordance with article 1728 of the French Civil Code, the lessee may be accompanied by a pet, on the condition that the pet not cause any damages and not trouble the neighbours' use.
- To use the premises in accordance with their intended use as housing premises. Particularly he will not carry out any professional activity whatever it may be in the premises, or transfer them, or sub-let them even free of charge without the prior, written consent of the lessor, respect,
- Not to modify the premises, the decoration or the furniture layout,
- Not to commit deteriorations and losses having occurred during the rental period through his fault. Except for acts of God. He must also assume the payment of rental or small maintenance repairs except when they are caused by obsolescence or acts of God. The lessee is also responsible of fire occurring in the rented premises (article 1733 of the French Civil Code) unless he proves the fire was caused by accident (an undetermined cause), an act of God, a construction defect, or that it was communicated by a neighbouring house. The seasonal lessee must check that his responsibility is covered by an insurance covering rental risks,
- To authorize the lessor to undertake all urgent repairs and repairs made necessary.
- To pay the rental price (rent and auxiliary costs) at the set due dates,
- To vacate the premises the last day of rental and give them back in the state in which they were taken.
- To subscribe an insurance policy against rental risks : fire risk, water damage, and produce the justification document at first request of the lessor lacking which damages will be payable should a disaster occur.

### LESSOR'S OBLIGATION

The Lessor undertakes to :

- Deliver the rented property to the lessee in proper state of repairs of any kind (article 1720 of the French Civil Code),
- Maintain the premises in state of service for the use specified by the contract by carrying out all the repairs other than rental repairs (ordinary maintenance and small repairs).
- Guarantee the lessee a peaceful use during the contract period by abstaining from any deed likely to disturb this use.
- Guarantee the lessee against disturbance caused by third parties to the contract,
- Guarantee the lessee against the faults or defects of the rented property preventing its use (article 1721 of the French Civil Code).

**GUARANTEE DEPOSIT** A guarantee deposit is payable upon entry into the premises. This guarantee deposit will immediately be remitted to the lessee at his departure if the inventory of fixtures does not register any problem, or within a ten-day maximum period after the departure should an immediate restitution be impossible.

Should the guarantee deposit be insufficient to settle the sums due by the lessee, the latter already undertakes to settle the possible exceeding sums.

### LESSEE'S WITHDRAWAL

Any cancellation must be made by registered letter at least one month prior to the date at which the rental contract starts.

The lessee wishing to cancel his reservation must send a registered letter to the lessor at least one month prior to the rental contract's starting date and the lessee will waiver all rights to this deposit. Should he cancel less than a month prior to the starting date he must pay the total amount of the rental as damages, the deposit paid being deducted from the sums due.

### INVENTORY OF FIXTURES, INVENTORY

An inventory of fixtures and an inventory are contradictorily established by the parties at the remittal and restitution of the keys and these documents are used as references should a dispute occur regarding the giving back of the guarantee deposit.

Lacking an inventory of fixtures, the assumption established by article 1731 of the French Civil Code cannot be invoked by the party having opposed the establishment of an inventory of fixtures.

### TERMINATION CLAUSE

Lacking payment of the rent or of the recoverable costs, of payment of the guarantee deposit it is specified that the rent will be legally terminated.

Lacking insurance against rental risks subscribed to by the lessee, it is specified that the rental contract will be legally terminated.

Lacking respect of any one of the rental contract obligations, the rental contract will be legally cancelled.

The present termination clause will nevertheless be effective after three (3) days following an order (registered letter with request for acknowledgement of receipt) having remained without effect, delay after which the present contract will be terminated and the deposit kept by the lessor as provision on the sums or damages due by the lessee.

### JOINT RESPONSIBILITY, ELECTION OF DOMICILE

Regarding the execution of all the obligations resulting from the present contract, the parties described above will be jointly responsible amongst themselves under the name of lessees, amongst their heirs, or representatives should one or more of them decease (with respect to article 802 of the French Civil Code). The parties signing this contract elect domicile, the lessor at his residence, and the lessee in the rented premises.

### COSTS

Should the rental contract be registered (not obligatory) the fees and registration costs will be borne by the lessee who undertakes to do so.