

Contract for the rental of a holiday house

between

(Name, date of birth, residency address, ID/Passport #, land/mobile phone and email)

– Renter –

and

Sabrina Brogginì, born on October 21st 1977, which address of residence is 12 boulevard princesse charlotte, 98000 Monaco. Telephone: +33622953137 / Email : info@villabaina.com

-- Owner --

§ 1 Rental object and keys

(1) The Renter rents the following property to the Owner:

Villa Baïna - 888 chemin de la colle supérieure, 06500 Menton which has the following description :
The 32ksqu ft property, entirely fenced, with 3 parking spaces, has its own infinity pool with a view on Menton harbor and the Italian Riviera. The pool is secured with a cover when unused. It is surrounded by a solarium with long chairs on one side, and lemon trees plantation on the other.

Several terraces with parasols and sunshades are at your disposal, as well as a covered patio in front of the pool, with a fitness area, a bar and an exterior dining zone for 10 people.

The 1.3k square feet house, on 3 levels can host 4 people. It is composed of:

- One double room (Double-size bed) with private bathroom with shower, a small living room and a private terrace.
- One 2nd double room (Double-size bed) with private bathroom and direct access to the patio and swimming pool area.
- One extra bathroom close to the main living room.
- Several resting corners: TV corner, chimney corner and the main living room area under the veranda.
- Large dining room area for 8 people as well as the exterior dining area for 10 people.
- A completely furnished kitchen: fridge, traditional and micro-wave ovens, electric cooker, dishwasher, Nespresso coffee machine, boiler, toaster, robot and numerous plates and cooking utensils.

The rental property is a non-smoking property and cannot host more than 4 people. Animals are not accepted

(2) The Renter is entitled to use the following areas during the rental period:

Guests have access to the whole house, the garden and the swimming pool... except the basement, the garage & the vegetable garden.

§ 2 Rental period, Arrival and Departure

(1) The rental property is let to the tenant from _____ (arrival date) until _____ (departure date).

(2) The arrival time on the arrival day is between 16:00pm and 20:00pm o'clock.

At check-in, the contract and an inventory of the property state will be signed by the parties. If the

Renter discovers some issues within the next 24 hours after the inventory is signed, he shall inform the Owner immediately.

After the inventory, the Owner will provide 1 house key & 1 property gate badge for the duration of the rental period.

(3) The checkout time on the day of departure is at 11:00am o'clock maximum.

(4) Before departure, we request our guest to comply with the following check-out conditions:

1- Clean the house and close surroundings:

- Vacuum AND Mop the floor in all the rooms of the house
- Clean all bathroom facilities,
- Take out all bedroom linens (for the Owner to wash them)
- Empty garbage and bring them to the proper recycling containers
- Leave the kitchen facilities in perfect state of cleanliness, and empty refrigerator.

2- In winter, turn heat to 10°C

3- Turn all lights off

4- Lock all doors, windows and shutters

5- Together with the Owner, do the check-out inventory

6- Leave the keys to the Owner

§ 3 Rental price and payment methods

(1) The rental price is _____ EUR for ____ person for the duration of the rental period excl. the optional cost of the final cleaning (if the house is not given back clean) of 75 EUR, therefore totaling _____ EUR. The cost of electricity, water, telephone, internet, basic TV channels, heating and local taxes are included in the rental price. All extra costs such as video on demand, premium TV channels, international/mobile calls, or damages will be deducted from the guarantee deposit.

(2) The amount is payable by the following means and milestones:

- ___% of the total amount at booking date. The booking will be considered as confirmed only after the receipt of that payment.
- The ___% remaining are due 30 days prior to arrival date.
- Means of payment can be wire transfer, paypal payment, Credit cards (on website).
- If the booking occurs less than 30 days prior to arrival, 100% of the rental price will be due at booking date.

(3) **The guarantee deposit of 800 EUR is payable on arrival** (by French check, cash, Paypal or Credit card payment through website). This guarantee deposit will be put at the bank and will be refunded in cash, Paypal refund or Credit card refund at the latest 2 weeks after Renter's departure (or within 2 months from departure in case of damages once all utilities and damage recovery costs have been deducted).

(4) If the Renter is more than 4 days late in paying any of the payment milestones, then the Owner is entitled to terminate the contract immediately and without notice and let the property to someone else.

§ 4 Cancellation, early termination and refunding conditions

(1) If the Renter terminates the contract before the rental period starts then the following refunding conditions apply:

Termination

- up to 30 days prior to rental period: 100% of rental price paid refunded*
- from 15 to 30 days prior to rental period : 50% of rental price paid refunded*
- otherwise (less than 15 days before rental period) : 0% refund*

* Those conditions consider the fact that the Renter has honored its payment milestones as stated in article 3.2.

The Owner can thereafter let the property to someone else.

(2) The Renter can prove a lesser damage at any point.

(3) If the Renter terminates their stay early, they are still responsible to pay the full rental price.

(4) Termination is only accepted in writing. The date applicable is the day the document is received by the Owner.

(5) In case of non-respect of one party's responsibility or engagements, the contract will be entitled to be terminated by the prejudiced party within 48 hours from a letter given in hand or noticed letter.

§ 5 Liability and Responsibilities of the Renter

(1) The rental property incl. the furniture and the other contents are to be treated with care. The Renter is held responsible for the actions of other people within the house. The Renter is liable for all damaged goods, damage to the property or anything else related to the property, whether caused by themselves or their accompanying guests. The Renter will make usage of electricity, water, wastes and heating with care and moderation.

(2) Faults that are found before or during the rental period are to be reported to the Owner immediately.

(3) House rules: the Renter agrees to follow the house rules.

- House is non-smoking.
- Noise and disturbance to neighborhood is forbidden
- It is strictly forbidden for the Renter to make copies of the keys and badges provided.
- Animals are not allowed without prior consent from the Owner.
- The usage of drugs is totally forbidden in this property.
- The house can be dangerous to young children (swimming pool, stairs). The Renter acknowledges this situation and makes its own responsibility to take care of children or any other people's behavior during the rental period.

A reminder of these rules is provided to the Renter in the welcome pack at check-in.

(4) The Renter acknowledges he has an insurance policy which covers touristic rental risks (water or fire accidents). The company policy name and number are: _____ A copy of the policy can be requested by the Owner at check-in.

(5) The house is provided in perfect cleanliness to the Renter, which has to give it back in the same level of cleanliness. The Renter thus engages himself to do the following cleaning tasks before his check-out:

- 1- Clean the house and close surroundings:
 - Vacuum AND Mop the floor in all the rooms of the house
 - Clean all bathroom facilities,
 - Take out all bedroom linens (for the Owner to wash them)
 - Empty garbage and bring them to the proper recycling containers
 - Leave the kitchen facilities in perfect state of cleanliness, and empty refrigerator.
- 2- In winter, turn heat to 10°C
- 3- Turn all lights off
- 4- Lock all doors, windows and shutters
- 5- Together with the Owner, do the check-out inventory
- 6- Leave the keys to the Owner

In case the house those cleaning tasks are not done at check-out, the Owner will be entitled to require the payment of cleaning fees of 75 € (Seventy-five Euros). Those fees will need to be paid by the Renter at check-out, or in case of non-payment will be deducted directly from the guarantee deposit.

§ 6 Contract wording and clause

(1) Changes and alterations of this contract need to be in writing.

(2) If some of the legal requirements of this contract are inoperative or impractical, or become so after completion of the contract, the effectiveness of this contract will not be affected. At the point of inoperative or impractical legal requirements the individual should reach an agreement that comes as close as possible to the economic goals that the parties of the contract tried to achieve.

In the case that you are agreeing this contract with someone in another country then:

(3) This contract relates to the law of the following country: France.

_____ Town

_____ Date

_____ Signature Renter

_____ Town

_____ Date

_____ Signature Owner