

**PREAMBLE** The purpose of these contract is to establish the respective obligations between the owner and the client in their contractual relations relating to the sale of individual stays. Each booking involves the full implementation by the customer and its full membership to the contract and its terms of sale over any other document, unless prior written agreement with the owner or his representative. These general conditions apply to all customers.

**ARTICLE 1: Booking and Payment - OPTIONS** An individual reservation can be firm and final only when the following documents are provided by the client : - return of the contract signed by the owner and the client within 8 days after the mailing date of the contract. The contract will be signed electronically via DocuSign - Payment within 8 days after the reception of the contract; made by bank transfer **or** by credit card with a 2% bank charge - the balance will be paid by bank transfer to the owner bank account 30 days prior arrival.

WARNING: after this time limit, if we have not received the payment of the balance, we will consider your reservation as canceled and the rental period will be available again. The deposit paid in euros on booking date will be permanently acquired. If you book less than 30 days prior to arrival, the customer must pay the full price of the reservation on contract signature. - Services and extras will be paid by cash on arrival For safety reasons, the number of people in accommodation will not exceed the number of people mentioned in the contract. Any additional person, not reported to the lessor at the signing of the contract, will engender additional charges per person and per night and may be considered a reason to terminate the contract without refund.

**ARTICLE 2 : Transport** The owner or his representative is not responsible if the client cannot reach the place of the rental villa or apartment regardless of the cause. No refunds will be made. In case your transportation is cancelled due to force majeure (terrorist attack, volcano, war, civil war, natural disaster, etc. ..), please get back to your insurance

companies.

**ARTICLE 3 : Tourist tax** The tourist taxes, collected on behalf of the Tourist Office is included in the price of the stay.

**ARTICLE 4: Deposit** The amount of the deposit and terms depends on the rented property and are written in the contract. The deposit will be paid to the lessor by credit card information on arrival. The amount will not be cashed. The days of taking possession of the property, the lessee must give to the lessor the full amount of the deposit as written in the specific conditions. This deposit will be refunded after the end of the stay, in the shortest possible time, and later, a month after the end of the stay. The deduction of amounts that may be due to the lessor either **for cleaning costs\***, either to replace missing or damaged objects, either for the damage to the rented property, either for rental charges, etc. The deposit shall in no case be deduced by the lessor to the prepayment of the rent. The lessee agrees to indemnify the lessor for the damage suffered if the bond was insufficient. **A final stay cleaning package is included in the rental fee. If the property is too dirty and requires more time to be cleaned-up, the rate charged will be 27€/hour for cleaning + VAT.** This amount will be charged on the deposit. **The tenant will have to notify the owner of any damage or breakage which happened during his stay.**

**ARTICLE 5 : Inside rules** An inside rules is present in each apartment or villa. We ask you to read it and to respect it. It will help you to take some precautions to avoid possible inconvenience. We remind you the owner or his representative is not responsible if one of you forget their personal belongings inside the apartment or villa during the check out.

**ARTICLE 6 : Inventory** The quality, the good condition of the property and the equipment level of the villas and apartments rented require the acceptance by the lessee of the principle of good faith and honesty. The occupants must respect the places and behave like a "good father". Once

arrived in the property, the lessee must make the usual checks on the general state of the leased property. An inventory will be available in the villa or apartment when we will give you the keys. They will be considered valid if the lessee **didn't write anything to the lessor within 24 hours after getting the keys of the property.** The villa or apartment will be completely checked after the departure of the occupants.

**ARTICLE 7: Responsibility of the owner or his representative.**

The lessor shall: Deliver to the lessee a property and furniture free of defects, as written in the inventory, maintain the villas and apartments in good rental condition; give back the deposit, except to retain the amount that the lessee should have to pay to the lessor in case of damages, loss, etc. The owner or his representative are not responsible for the acts and actions committed by the client or a guest in the villa or apartment. The owner or his representative cannot be responsible for either mechanical failure of any rental equipment or in the common parts, for instance: gates, heating, TV Channels, spa, home appliances, etc.... nor a problem with public utilities such as electricity, water, gas or TV network. No financial compensation can be claimed. The owner or his representative shall not be held responsible for the following: various accidents, injuries, death, loss, theft, all work sites, and various events from private or public authority in the direct neighborhood and sustained during the rental period in one of our villas or apartments, all additional expenses due to delays or changes in transportation, all indebtedness of the customer, weather condition, danger from the lake, fire, various strikes, acts of terrorism, natural disasters, civil unrest, war, epidemics or quarantine.

**ARTICLE 8: The responsibility of the customer** The Lessee obligation is:

- To use peacefully the rented property
- do nothing, by his fault or by someone living in the rented property fault, that can disturb the peace of neighbors or other

occupants (noise, smells, smoke, etc...).

- to meet the expenses of the city and police which any lessee is required
  - to refrain from throwing objects likely to block the drains and other plumbing fixtures, otherwise it will be liable for costs incurred for re-commissioning of the equipment
  - to use equipment and materials left at his disposal in strict accordance with their term of use
  - to respond to damage and losses during its occupation
  - to support the urgent work which costs to the lessor which appear during the rental period without being able to claim any reduction of rent or compensation
  - to allow the owner or his representative to visit the leased rented during the lease, either for sale or for rent only after being warned twenty-four hours in advance
  - to vacate the villa or apartment the last day of rental and return them in the state in which he took. The lessee is prohibited:
    - To substitute any person whatsoever, or sublet, even for free, the leased premises without written agreement of the lessor;
    - To introduce any animal without the written consent of the lessor
    - To provide furniture and furnishings other than laundry and common objects needed for his stay;
    - To change the arrangement of furniture and places;
    - To move or exchange furniture and furnishings;
    - To put anything on the walls
    - To organize parties in the lease. **Unacceptable behavior will result of immediate expulsion of customers from the property, without any financial compensation can be claimed.**

The people renting villas or apartments use at their own risk elements available to them (such as swimming-pool, barbecue, plancha, etc. ...). The owner or his representative is not responsible for accidents or injuries incurred during their use. All minors (under 18) are under the responsibility of accompanying adults. The access of minors to

the lake or swimming-pool (if so) can only be done under the supervision and responsibility of parents. Swimming is not supervised. For the personal safety of customers and respect for all, The owner or his representative forbids the entrance in the property of people offering illegal activities or illegal drugs.

**ARTICLE 9: Loss, theft and damage** The client agrees to take care of furniture, household appliances, decorative objects, floors, walls, outdoor and all that can hold property. The customer is responsible for any damage or loss caused by himself or one of his friends or family and will be obliged to pay back. The customer must give back the villa or apartment without any degradation. Furthermore, additional comfort material provided (towels, pillows, remote controls, hangers, drapery ...) must be fully returned. The owner or his representative cannot be held responsible for loss, theft or damage of personal belongings in the villas and apartment and in parking lots. The client must take the usual precautions (close windows, doors, etc ...) when he is not in the villa or apartment or during the night.

**ARTICLE 10: Insurance** The lessee is responsible for all damages caused by him and **he must be insured by a holiday insurance contract or a civil responsibility insurance** contract for these risks. These can be donated by your insurance company. **The owner or his representative will not be responsible if the customer has not made the necessary arrangements.**

An insurance will be contracted by Location lac Annecy in case of Tenancy liability; Recourse by neighbours and third parties & major property damage liability.

**ARTICLE 11 : Optional insurance** We propose an insurance via our partner ADUCIEL. **This insurance is a precaution in case of cancellation or curtailment of your trip, and will permit a immediate reimbursement of damages to the property or belongings of the owner of the rental accommodation.** This insurance is proposed at

the signature of the rented accommodation as an option (3,5% of the rental rate minus options and services) ; all detailed conditions can be send on request in french, english but also different languages. To subscribe and get all details, [click here](#)

**If the renter don't wish to subscribe this cancellation insurance, he must provide to the agency a tenant's liability insurance contract.**

**ARTICLE 12: Booking cancellation by the company** If cancelation is due to the The owner or his representative, you will get an immediate refund of the amount already paid. The booking contract could be cancelled by The owner or his representative, without paying any financial compensation to the customers. If in case of force majeure or any other causes not attributable to the company, the villas or apartments cannot be occupied by the lessee, the company will try to propose another accommodation of superior or equal quality.

**ARTICLE 13: Booking cancellation by the client** This contract may be canceled only by a written request sent by email or by post, made previously, validated and signed by The owner or his representative. The effective date of cancellation taken into account is the date when we receive your mail or your email. A cancellation by you can be registered, if and only if it satisfies the following conditions: - **If a cancellation is registered more than 30 days prior to the arrival date** and the period was not re-rented, the deposit paid in euros on booking will be retain, If the period is re-rented, the deposit will be reumburse minus a re-rental fee of 250 € - **If a cancellation is registered less than 30 days prior to the arrival date** and the period was not re-rented, The owner or his representative will retain the full rental price. The owner or his representative will do its best to rebook the canceled period. If the period is re-rented, the balance of the stay will be returned. However, 250 € will be retained for re-rental fees. No

refund or compensation will be made in case of anticipated departure of the property regardless of the cause.

**ARTICLE 14: Modification** If your request a change in the dates of your stay, we will consider the change of booking dates as a cancellation if we were not able to give you satisfaction.

**ARTICLE 15: Arrival and departure time** We ask you to send us an email or call us during the week before your arrival to tell us your approximate arrival time. We will give you the keys from 4:00pm on arrival day. The keys must be given back at maximum 10:00am the day of departure. If it is not the case, an extra night will be charged.

**ARTICLE 16: Pictures** The pictures found on the website cannot be used without The owner or his representative's permission, under law penalty. Pictures are not contractual.

**ARTICLE 17: Tobacco** Villas and apartment are non-smoking. According to French law, smoking is prohibited within the villas or apartments, in any rooms. If this rule is violated, one additional night will be charged, as compensation for the failure to offer to rent of the villa or apartment the following night, according to the sanitation procedure.

**ARTICLE 18: Animals** Pets are not allowed in the property

**ARTICLE 19: Language** You cannot require from The owner or his representative to talk to you in another language than French and English.

**ARTICLE 20 : Service** Services may vary depending of the type of accommodation. The customer agrees, by signing the contract and therefore accepting the terms of sale, to pay for services used during his stay before leaving the residence.

**ARTICLE 21: Validity and modification of terms of sale**

These terms of sale are effective from the 1st of January 2016 and for an unlimited period. Nevertheless, The owner or his

representative reserves the right to change them without notice. By definition, the conditions applying during the stay of the customer are those prevailing at the time of signing the contract.

**ARTICLE 22: Address for service** For the execution of all obligations under this contract, there will be solidarity and indivisibility between the parties above referred to as lessee, among the heirs or representatives of lessee on death (subject to section 802 civil Code). The signatory parties hereby make such an address, the Landlord at his home, the tenant in the rented premises.

**ARTICLE 23: Applicable law and dispute resolution** By reserving one of our residences implies full acceptance of our terms of sale. In case of an unresolved dispute amicably, The owner or his representative will file a judicial appeal to the Commercial Court of Annecy, in French, which is said only competent. These terms of sale are subject to French law. If the client didn't pay to the due dates or for any breach of any provision of this commitment, and eight days after a notice has been given with no results, the lessor may demand the immediate termination of this contract. The eviction of the lessee will be held upon a simple order from the judge. Prosecution Expenses will be paid by the lessee. The unpaid rent will bear interest at the legal rate for the period from the due date to date of actual payment.