

# **“Maison de Cyprès”**

## **RENTAL AGREEMENT**

### **A: PROPERTY**

Name: “Maison de Cyprès”  
Street address: La Commande, Route de Marchandise, 83520 Roquebrune-sur-Argens, France  
Web address: [www.maisondecypres.com](http://www.maisondecypres.com)

### **B: OWNERS**

Name: Mr Dag Lilletvedt and Mrs Wenche Teigland  
Home address: Rieber-Mohnsv 27, 5231 Paradis, Norway  
Tel: +47 91 64 47 47 or +47 48 09 67 23  
E-mail: [maisondecypres@gmail.com](mailto:maisondecypres@gmail.com)

### **C: HIRER, RENTAL PERIOD AND PRICES**

As per e-mail correspondence.

### **D. CONDITIONS OF HIRE**

- 1. Contract of Hire.** All bookings are subject to these conditions, which are deemed to have been accepted in full by the hirer and all persons in the hirer's party on making the booking.
- 2. Confirmation.** The booking is only formally confirmed on receipt of the 40% downpayment, ref clause 3 below.
- 3. Payment.** The booking must be accompanied by a downpayment equal to 40% of the full rental cost. The full hire cost and the damage deposit, ref clause 8 below, to be paid latest 6 weeks (42 days) prior to the hire commencement date. If the booking is made six weeks or less before hire commencement date it must be accompanied by full rental payment and the damage deposit, ref clause 8 below. If the final payment together with the damage deposit is not received by six weeks prior to the hire commencement date then the owners will consider that the hirer is in breach of the contract and hence in position to cancel the booking.
- 4. What is included.** The holiday home rental includes maintenance of the swimming pool and garden, the cost of normal usage of water and electricity (If the electricity use is excessively high we reserve the right to deduct an appropriate amount from the security deposit) and inventory of existing furniture, equipment and utensils (no items must be removed from the holiday home during the stay).
- 5. What is not included.** The property rental prices do not include any personal insurance, travel, transportation to and from airport, train station or similar arrival station.
- 6. Cancellation by hirer.** The tenancy agreement is binding and payments are not refundable in the event of cancellation unless owner succeeds in getting a new rental on the same terms. All cancellations of bookings must be in writing and notified to and received by the owners no later than six weeks prior to departure.
- 7. Occupation.** Only the person making the booking and his/her party as indicated in the enquiry may occupy the holiday home. The holiday home cannot be re-let/sublet to any other group/party without the prior written approval of the owners.
- 8. Damage to holiday home/Damage deposit.** Except in the case of normal wear and tear the hirer will be responsible for making good any damage to the holiday home or its contents which has occurred due to negligence, willful damage or irresponsible behavior on the part of those occupying the holiday home or their guests. Such damage must be reported, without delay, to the owner and/or the owner's local representatives. The cost of the repair or replacement must be agreed with and paid to the representatives or the owners. An amount of Eur 900 is held as deposit against damage to the property, furnishings or for excessive cleaning requirements.
- 9. Hirer's Responsibilities.** The hirer is responsible for taking all reasonable care of the property and its contents. The property and all equipment, utensils, furniture etc. must be left tidy and ready for cleaning at the end of the hire period. The hirer shall ensure that no member of the party engages in any activity in or around the swimming pool that may cause pollution to the water or damage to the structure or filtration equipment. Also, to ensure that the barbecue is cleaned and that all rubbish is placed in large rubbish bins at designate place.

10. **Rights of Access.** The owners or their representatives/subcontractors have the right of access to the property at any time with due regard to the convenience of the hirer for the purpose of inspection of the property and to carry out any essential repair or maintenance work.
11. **Responsibilities.** Neither the owners nor their local representatives can be held responsible for any circumstances beyond their control including, but not limited to, mechanical breakdown, electrical breakdown, failure of any public service supply etc. The hirer responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of the holiday home owner's insurers in respect of the holiday home and its contents which might make the same void or voidable.
12. **Injury and Damage.** Neither the owners nor their local representatives take any liability for personal injury loss or damage to personal effects howsoever arising during the booking period.
13. **Maximum Number of Persons.** Under no circumstances may more than 12 persons occupy the holiday home unless otherwise accepted in writing by the owners. The owners or their local representatives reserve the right to refuse admittance to the holiday home to the hirer and their party if they are in breach of this condition.
14. **Information.** All information supplied by the owners and their representatives is given in good faith and is based on information available at the time. All reasonable measures have been taken to ensure the accuracy of any statement made, but the owners and their representatives are not liable for any variation however caused.
15. **Occupancy.** The holiday home will be available for occupation from around 17.00 hrs on the day of arrival and must be vacated latest by 10.00 hrs on the day of departure. Booking periods run from Saturday to Saturday. Variations to this are possible but must be confirmed and agreed in writing.
16. **Keys.** Detailed instructions for key collection and directions to the holiday home will be sent shortly before hire commencement date.
17. **Complaints.** Any complaints about the holiday home or its contents must be made to the housekeeper. Neither the owners nor their representatives shall have any liability for any complaint submitted after the completion of the hire period.
18. **Pets.** Pets are not allowed, unless with prior written consent from the owner.
19. **Smoking.** Smoking is not allowed anywhere inside the villa. Smoking outside is allowed only if using ash trays.
20. **Insurance.** The holiday home hire cost does not include any personal insurance cover of any kind.
21. **Swimming Pool.** The pool is available from the end of April to mid October. The pool is not heated. Diving is not permitted. French law requires pool safety measures but specifically states that parents/adults are primarily responsible for the safety of children and does not negate parental responsibility. Children shall be supervised by responsible adults at all times particularly whilst children are in or near the swimming pool. In addition to this there is a pool alarm. The hirer is responsible for having the pool alarm on.
22. **Behaviour.** The hirer agrees to be considerate and to take good care of the Property and its contents and to leave it in a tidy condition at the end of the rental period. Although a final clean is included in the price, the owner reserves the right to make a retention from the security deposit to cover additional cleaning costs if the hirer leaves the Property in an unacceptable condition. The hirer also agrees not to act in any way which would cause disturbance to those residents in the neighboring properties. The owner reserves the right to take any appropriate action, including immediate termination of the tenancy (when no refunds will be made and the owner will have no further liability to the hirer) if the property including the pool and its grounds are abused or misused or if the number of persons staying at the property exceeds the maximum number allowed without prior arrangement with the owner. Parking caravans or pitching tents is not permitted. Damage to the property or linings of swimming pools as a result of the fault or abuse (willful, negligent or otherwise) of the hirers will be fully charged including cost of replacing a liner and consequential loss re future lettings. Hirers must not touch or interfere with any pool equipment or materials or similar equipment.