

# RENTAL AGREEMENT *Seasonal Lease*

## 1/ Parties to the Present Agreement

### LESSOR :

Mme Pascale SOULEZ LARIVIÈRE

Address : At The Brandettes

24370 SIMEYROLS

www.sibemol.fr

gites@sibemol.fr

Mobile: 00 33 (0)6 14 98 29 59

### TENANT :

Name:

Address:

Tel.:

e-mail:

No of adults :

No. of children aged 7-18:

No. of babies 0-12 months:

## 2/ Description of the Magril's Gite 90 m<sup>2</sup> ( Option interseason B&B 40 m<sup>2</sup> for 2)

ADDRESS: Magril, 24370 Simeyrols

Tel.: 00 33 (0)5 53 28 51 59 (with card)

Situated: 15km from Sarlat & Souillac (Station/Motorway A20)

Nearest shops: Carlux 4km and Salignac 10km

Rental property suitable for 5/6 people

Restored detached character property

Single storey, with raised level and mezzanine access

For exclusive use of the renter

Furnished, classified as 3-star by the Prefecture

APPROXIMATE AREA OF THE ROOMS ≈ 90 m<sup>2</sup> in total

- Lounge/Kitchen area ≈ 23 m<sup>2</sup>
  - 1 sofa, 1 small chest & a low table
  - Heating: Fireplace with enclosed hearth & radiant
  - TV & combined VHS video player/DVD and 1 Casette radio/CD player
- Dining Room/ Open veranda 8 m<sup>2</sup>
- Bedroom 1 ≈ 19 m<sup>2</sup>
  - Double bed and Small single bed (70 x 170 cm) or baby travel cot
  - Large cupboard and small safe
  - Heating: electric radiator & heat from the hearth/tower fan
  - Combined TV/VHS video player
- Bedroom 2 / Extra multipurpose room ≈ 25 m<sup>2</sup>
  - 1 sofa bed (double bed, queen size)
  - Fireplace and wooden chest & electric radiator
  - 1 country-style table
- Bedroom 3 / Mezzanine ≈ 11 m<sup>2</sup>
  - Double bed & Single bed
  - Heating / air-conditioning
  - Combined TV/DVD player

1 baby travel cot can be made available, **but, owing to the presence of the mezzanine and the pond, we strongly advise against families coming with children between 1 and 4, who are unable to swim. If, however, you bring young children, you undertake to ensure that an adult is always with them in the garden to supervise. In the case of any incident, the Lessor shall not be held responsible.**

### SANITARY FITTINGS

- 1 washing area with 1 washbasin
  - W.C. – one separate and one in the bathroom
- (Connected to 2 septic tanks. Please take care only to throw the strict minimum down the toilet. Forbidden items: Wipes, kitchen paper, paper tissues, feminine protection, Tampax, cigarette ends and bleach. If one of the members of the family is being treated with antibiotics, please inform us)
- 1 Bathroom ≈ 6m<sup>2</sup>
    - 1 bathtub – 170cm x 70 cm
    - 1 washbasin
    - 1 x 5kg capacity washing machine
    - 1 radiator/heated towel rail
    - 1 ironing board and steam iron

- 1 hairdryer
- 1 vacuum cleaner
- 1 x 300 l immersion heater, supplying all the bathrooms

### KITCHEN EQUIPMENT

- 1 four-ring electric cooker + oven + BBQ & Plancha
- 1 small hot water tank
- 1 coffee pot and kettle
- 1 steamer, 1 toaster, electric juice extractor, food processor
- 1 microwave cooker
- 1 x 12 place dishwasher
- 1 fridge/freezer
- 1 crockery cupboard (= 18 place settings, details given in the inventory) and food cupboards, containing necessary items for 1<sup>st</sup> breakfast. We invite you to have your first meal with us, for all stays of at least a week. Please let us know if you would like to join us.

### HOUSEHOLD LINEN

is available for 5 people and comprises (in addition to the tea towels, which are included in the rental price) :

- 5 each of the following : robe, bath sheet, washcloth
- Large double duvets for the double beds + 2 pillows + bolster and/or 2 extra pillows
- Single duvet for the single bed and small single bed
- Sofa beds: Sheets, double duvet, 2 pillows for the sofa

**To ensure the hygiene of the household linen, mattresses and curtains, the house is non-smoking. Two basins of sand are available outside for smoker to stub out their cigarettes and avoid causing a fire in the garden.**

### LAND

Approx 1500m<sup>2</sup>, fenced in, with 10m<sup>2</sup> terrace and hammocks. Small pond, no smells and no mosquitoes, but with water lilies, dragonflies and frogs and toads, you might hear them in Spring. (No frogs' legs on the menu!). Surrounded by wooded hills and agricultural land (fields, pasture for sheep and horses). Parking for 4 cars in front of the house.

### SWIMMING POOL

400 metres away, private heated pool (10m x 5m, heated to 28 degrees from April 15 to October 15) Accessible on foot or by car via the GR6. Please be aware, if you suffer from allergies, you might come across some dogs & cats around the house. **Children may bathe only if supervised by a parent.** Badminton, Swings, Table tennis, Table football, also available in the barn close to the swimming pool.

### SWIMMING AND CANOEING

In the Dordogne river 5/6km away (pebble beach, plastic beach shoes advisable). Man-made beaches at Gourdon, Grolejac, Tamniès (15km)

### OTHER SPORTING ACTIVITIES

Walks on the GR6, in front of the house. Tennis at Salignac, 10 km away. Horse-riding at Prats de Carlux, 2km away in Souillac and Sarlat too. Cycle path along the river Dordogne from Cazoulès to Sarlat. Bicycle rented in July & August along the path.

Pets allowed.

## ARTICLE 1 • LEASE

Under the terms of the present Agreement, the Lessor leases to the Tenant, who accepts, the moveable and immovable property designated below. The present rental will be governed by articles 1709 and following of the Civil Code.

## ARTICLE 2 • DESIGNATION OF THE RENTED PROPERTY

A furnished house, situated at Magril, 24370 Simeyrois, with all the movable property in it, as described and in the condition stated in an inventory drawn up by amicable agreement between the undersigned parties, certified as true by them and an original copy of which will be attached to each of the originals of the present agreement (which will come into force upon entry into the property). Such that all of this property exists, continues and is included without any exception or reserve.

The present lease is agreed for a period of \_\_\_\_\_ days/week(s) with effect from the \_\_\_\_\_ 20 \_\_\_\_\_, at 16.00 hours and ending on the \_\_\_\_\_ 20 \_\_\_\_\_ at 11.00 am. Should the Tenant not leave the property on the day and at the time fixed above, he will be liable to pay the rent due, in respect of the unforeseen period, together with the amount of damages and interest which could be claimed by the subsequent tenant, whose stay would thus be compromised.

## ARTICLE 3 • CHARGES & CONDITIONS

This rental shall take place in accordance with the following conditions, which the Tenant shall be obliged to carry out and accomplish, as follows:

- To take on the rented property with the furniture and moveable property with which it is furnished, in its current condition, with which the Tenant declares himself to be fully familiar, having seen and visited it for the purposes of the present Agreement.

- To look after the rented property in a responsible manner, without in any way compromising it or allowing any deterioration or damage.

- To maintain the rented property in good condition and return it in good condition at the end of the rental period.

- To maintain the garden in good condition, giving it the appropriate care and attention (the lawn is mowed once a month by a professional appointed by the owner), but you can water the thyme, raspberries or any other plant which is visibly suffering.

- Services: water, electricity, heating and wood are included in the cost of the stay. However, we would ask you to be careful with consumption of electricity (taking account, wherever possible, of the off-peak periods 12.30-14.30 and 1.00am-7.00am) and water (not leaving taps running unnecessarily). Any excess consumption of water (in excess of 5 m<sup>3</sup> per week) will be charged to the Tenant and must be paid for before departure.

- Not to be able to claim any indemnity or reduction in rent, fixed at the rates below, in the case of power cuts, reduction or even prolonged cuts in the water supply, which are not the fault of the Lessor.

Likewise, in the event of any deterioration of your electronic equipment the Lessor shall not be held responsible. Although, plugs to avoid power surges are available, it is recommended that you unplug any equipment with electronic components during a storm.

- Not to be able to move any of the furniture in the rented property, nor change any of it. The rented furniture must remain in the position it is in at present.

- To return the house, at the end of the rental period, in a clean and tidy condition. (If you do not have the time or the inclination to do the cleaning yourself, we will do it for you, at an extra charge of 75 euros).

- To allow the Lessor to show potential tenants round the property, provided that she has given the current Tenant 48 hours' notice.

- Not to be able to cede, or sub-let, even partially, without the express written consent of the Lessor.

- To respect the maximum occupancy, as indicated in the property description: the house will accommodate 5 people in comfort; maximum occupancy shall not exceed 6 people, unless the Lessor gives her express agreement. Should this be the case, she reserves the right to charge extra rent.

- Not to bring any animals into the property, without the express agreement of the Lessor;

- To abstain altogether from putting down the sinks, basins, baths and toilets any objects which might block the pipes. Should this not be complied with,

the Tenant will be liable for the costs incurred in rectifying any problems;

- The Tenant must take out insurance, with an insurance company, against the risk of theft, fire and water damage, both for the rental of the property, the moveable property therein and any claims which may be made by neighbours. He must provide proof of this to the Lessor by showing him a certificate of holiday insurance (an extension, normally included, to your house insurance). In the case of any loss, the Lessor absolves herself of responsibility for any recourse which her insurance company might have against the insurance of the Tenant.

## ARTICLE 4 • THE RENT

Furthermore, the present rental is consented to and accepted by means of a rent of \_\_\_\_\_ euros for the stay, which the Tenant undertakes to pay to the Lessor at her address, in the following manner: 30% immediately, to confirm the booking, the balance and the certificate of holiday insurance 8 days before the start of the holiday. A "taxe de séjour" (overnight tax) of 30 cents per night and per adult is included in our tariffs. The balance of the rental must be paid by the Tenant, under all circumstances, even in case of illness, accident or any unforeseen event. Should the balance of the total rental amount not be paid 8 days before the start of the rental, the Lessor reserves the right to re-let the property immediately. However, the Tenant would still be liable to pay the balance of the rent. If the property were to be re-let, the Tenant who was in default would only be liable for any financial loss suffered by the Lessor. Whatever the case, the deposit for the rental, paid in advance, will be retained by the Lessor as compensation.

## ARTICLE 5 • SECURITY DEPOSIT

The Tenant undertakes to pay to the Lessor, on arrival at the property, a cheque in the sum of 500 euros, as a security deposit. This sum will remain in the possession of the Lessor during the period of the rental and will be returned to the Tenant by mail, 48 hours after his departure, the Lessor having deducted any sums due for cleaning that she may have to undertake on behalf of the Tenant, or to replace any missing or damaged items or for excessive water consumption, the sum to be paid to be agreed by both parties.

## ARTICLE 6 • EXTENSION OF LENGTH OF STAY

Any Tenant wishing to extend his stay must ask the Lessor at the latest 48 hours before the end of the rental period. Should an extension be possible, the Tenant shall pay the total rental amount straight away.

## ARTICLE 7 • DOMICILE

For the purposes of the present Agreement, the Parties shall be deemed to be domiciled at the respective addresses shown above.

## ARTICLE 8 • POWER OF JURISDICTION

Any disputes arising from execution of the present lease shall fall within the sole competence of the courts local to the rental property.

## RENTAL TARIFFS 2012

For 5/6 persons, for a stay of :	7 Nights	3 > 6	2 Nights
	Price for :	A week	1 night
Mid-July to Mid-August	1 050 €	---	---
Beginning of July & End of August	910 €	---	---
May, June & September	770 €	120 €	260 €
October to April	630 €	100 €	260 €
For one more person	25 € per night & per person		
<b>All «taxes de séjour» (overnight tax) and charges included</b> (water, electricity, heating, wood), <b>With the exception of cleaning</b> (to be done yourself or by us on payment of a 70 euro supplement) <b>Towels and bed-linen supplied and the beds will be made</b> <b>1<sup>st</sup> meal offered for stays of least one week,</b> <b>and we leave a welcome basket with items for 1<sup>st</sup> breakfast</b>			

Signed at \_\_\_\_\_, on \_\_\_\_\_ (2 copies)

The Lessor

Signature preceded by the words "Read and approved by"

The Tenant

Signature preceded by the words "Read and approved by"

We would be grateful if you would return 2 signed copies to us within 5 days, together with a cheque for your deposit. Your copy will be signed by the Lessor and sent back to you by return of post, as confirmation of your reservation.

# RENTAL AGREEMENT *Seasonal Lease*

## 1/ Parties to the Present Agreement

### LESSOR :

Mme Pascale SOULEZ LARIVIÈRE

Address : At The Brandettes

24370 SIMEYROLS

www.sibemol.fr

gites@sibemol.fr

Mobile: 00 33 (0)6 14 98 29 59

### TENANT :

Name:

Address:

Tel.:

e-mail:

No of adults:

No. of children:

No. of babies:

## 2/ Description of the Gîte/B&B at the Brandettes Rdc 45 m<sup>2</sup> ou Rdc + Etg 60 m<sup>2</sup>

ADDRESS: Les Brandettes, 24370 Simeyrols

Tel.: 00 33 (0)5 53 31 11 18 (with card)

Situated: 15km from Sarlat & Souillac (Station/Motorway A20)

Nearest shops: Carlux 4km and Salignac 10km

Rental property suitable for 2/4 people

Restored detached character made of stones

Single storey, with raised level for the access to the bedrooms upstairs. Furnished.

APPROXIMATE AREA OF THE HOUSE ≈ 60 m<sup>2</sup> in total

Ground 45m<sup>2</sup> & Upstairs 15m<sup>2</sup> supplementary

- Living room, dining room & Kitchenette ≈ 27 m<sup>2</sup>
  - 2 sofa, armchairs & a low table
  - Heating: Fireplace with enclosed hearth & electric radiant
  - Flat TV & combined VHS video player/DVD & CD player
- Pergola 16 m<sup>2</sup>
- Bedroom 1 ≈ 13 m<sup>2</sup>
  - Double bed queen size
  - Large cupboard and small safe
  - Heating / air-conditioning
  - Flat TV/DVD video player
  - 1 desk & an armchair
- Bedroom 2 upstairs ≈ 10 m<sup>2</sup>
  - 2 single beds or a Double bed
  - Heating / air-conditioning
  - Toy chests
- Bedroom 3 upstairs ≈ 5 m<sup>2</sup>
  - 1 Double bed
  - 1 Desk
  - 1 Tv/Vhs Video player
  - 1 Washing area with a washbasin

1 baby travel cot can be made available, But because the ground and rooms upstairs have separate entrance, it would be better to install the bed for your baby in your own bedroom.

### SANITARY FITTINGS

- 1 washing area with 1 washbasin upstairs
- W.C. separate (Connected to a septic tank. Please take care only to throw the strict minimum down the toilet. Forbidden items: Wipes, kitchen paper, paper tissues, feminine protection, Tampax, cigarette ends and bleach. If one of the members of the family is being treated with antibiotics, please inform us)
- 1 Bathroom ≈ 2,5 m<sup>2</sup>
  - 1 shower
  - 1 washbasin
  - 1 radiator/heated towel rail
  - 1 ironing board and steam iron
  - 1 hairdryer
  - 1 vacuum cleaner

- 1 immersion heater (200l), supplying all the bathrooms & the kitchenette
- 2 Washing machines (8kg) in the cellar of the farm to be shared

### KITCHEN EQUIPMENT

- 1 two-ring electric cooker + BBQ & Plancha
- 1 coffee pot and kettle
- 1 steamer, 1 toaster, electric juice extractor
- 1 Oven multifunction + microwave cooker
- 1 x 6 place dishwasher
- 1 Little fridge (Freezer in the cellar)
- 1 crockery cupboard (= 12 place settings, details given in the inventory) and food cupboards, containing necessary items for breakfast. We invite you to have your first meal with us, for all stays of at least a week. Please let us know if you would like to join us.

### HOUSEHOLD LINEN

is available and comprises (in addition to the tea towels, which are included in the rental price) :

- 6 each of the following : robe, bath sheet, washcloth
- Large double duvets for the double beds + 2 pillows + bolster and 2 extra pillows
- Single duvet and 1 pillow for each single bed

To ensure the hygiene of the household linen, mattresses and curtains, the house is non-smoking. Two basins of sand are available outside for smokers to stub out their cigarettes and avoid causing a fire in the garden.

We don't let our dogs and cats get into that part of the house, but be aware, if you suffer from allergies, you might come across some of them around the house.

### LAND

Approx 50 000 m<sup>2</sup>, (50 % of field fenced in and 50 % of wood), + Pergola 16 m<sup>2</sup> and hammocks. Surrounded by wooded hills and agricultural land (fields, pasture for sheep and horses). Parking for 2 cars in front of the house.

### SWIMMING POOL

Right in front of the house, private heated pool (10mx5m, heated to 28 degrees from April 15 to October 15). Pool with two different kind of protection **Children may bathe only if supervised by a parent staying round the pool.** Badminton, Swings, Table tennis, Table football, also available in the barn close to the swimming pool.

### SWIMMING AND CANOEING

In the Dordogne river 5/6km away (pebble beach, plastic beach shoes advisable). Man-made beaches at Gourdon, Grolejac, Tamniès (15km)

### OTHER SPORTING ACTIVITIES

Walks on the GR6, in front of the house. Tennis at Salignac, 10 km away. Horse-riding at Prats de Carlux, 2km or Sallat or Souillac 15 km away. Cycle path along the river Dordogne from Cazoulès to Sarlat. Renting bicycles possible along this path in July and August. Pets allowed.

# Agreement

## ARTICLE 1 • LEASE

Under the terms of the present Agreement, the Lessor leases to the Tenant, who accepts, the moveable and immovable property designated below. The present rental will be governed by articles 1709 and following of the Civil Code.

## ARTICLE 2 • DESIGNATION OF THE RENTED PROPERTY

A furnished house, situated at The Brandettes, 24370 Simeyrols, with all the movable property in it, as described and in the condition stated in an inventory drawn up by amicable agreement between the undersigned parties, certified as true by them and an original copy of which will be attached to each of the originals of the present agreement (which will come into force upon entry into the property). Such that all of this property exists, continues and is included without any exception or reserve.

The present lease is agreed for a period of \_\_\_\_\_ nights with effect from the \_\_\_\_\_ 20 \_\_\_\_\_, at 16.00 hours and ending on the \_\_\_\_\_ 20 \_\_\_\_\_ at 11.00 am. Should the Tenant not leave the property on the day and at the time fixed above, he will be liable to pay the rent due, in respect of the unforeseen period, together with the amount of damages and interest which could be claimed by the subsequent tenant, whose stay would thus be compromised.

## ARTICLE 3 • CHARGES & CONDITIONS

This rental shall take place in accordance with the following conditions, which the Tenant shall be obliged to carry out and accomplish, as follows:

- To take on the rented property with the furniture and moveable property with which it is furnished, in its current condition, with which the Tenant declares himself to be fully familiar, having seen and visited it for the purposes of the present Agreement.
- To look after the rented property in a responsible manner, without in any way compromising it or allowing any deterioration or damage.
- To maintain the rented property in good condition and return it in good condition at the end of the rental period.
- To maintain the garden in good condition, giving it the appropriate care and attention (the lawn is mowed once a month by a professional appointed by the owner), but you can water the thyme, raspberries or any other plant which is visibly suffering.
- Services: water, electricity, heating and wood are included in the cost of the stay. However, we would ask you to **be careful with consumption of water** (not leaving taps running unnecessarily). Any excess consumption of water (in excess of 5 m<sup>3</sup> per week) will be charged to the Tenant and must be paid for before departure.
- Not to be able to claim any indemnity or reduction in rent, fixed at the rates below, in the case of power cuts, reduction or even prolonged cuts in the water supply, which are not the fault of the Lessor. Likewise, in the event of any deterioration of your electronic equipment the Lessor shall not be held responsible. Although, plugs to avoid power surges are available, it is recommended that you **unplug any equipment with electronic components during a storm**.
- Not to be able to move any of the furniture in the rented property, nor change any of it. The rented furniture must remain in the position it is in at present.
- To return the house, at the end of the rental period, in a clean and tidy condition.
- To allow the Lessor to show potential tenants round the property, provided that she has given the current Tenant 48 hours' notice.
- Not to be able to cede, or sub-let, even partially, without the express written consent of the Lessor.
- To respect the maximum occupancy, as indicated in the property description: the house will accommodate 2 people in comfort; maximum occupancy shall not exceed 4 people, unless the Lessor gives her express agreement. Should this be the case, she reserves the right to charge extra rent.
- Not to bring any animals into the property, without the express agreement of the Lessor;
- To abstain altogether from putting down the sinks, basins, baths and toilets any objects which might block the pipes. Should this not be complied with, the Tenant will be liable for the costs incurred in rectifying any problems;
- The Tenant must take out insurance, with an insurance company, against the risk of theft, fire and water damage, both for the rental of the property, the moveable property therein and any claims which may be made by neighbours. He must provide proof of this to the Lessor by showing him a **certificate**

**of holiday insurance** (an extension, normally included, to your house insurance). In the case of any loss, the Lessor absolves herself of responsibility for any recourse which her insurance company might have against the insurance of the Tenant.

## ARTICLE 4 • THE RENT

Furthermore, the present rental is consented to and accepted by means of a rent of \_\_\_\_\_ € for the stay, which the Tenant undertakes to pay to the Lessor at her address, in the following manner: **30% immediately, to confirm the booking, the balance and the certificate of holiday insurance 8 days before the start of the holiday for a stay in July or August**, (in low season you can pay for your stay the day of your arrival). A "taxe de séjour" (overnight tax) of 30 cents per night and per adult is included in our tariffs. The balance of the rental must be paid by the Tenant, under all circumstances, even in case of illness, accident or any unforeseen event. Should the balance of the total rental amount not be paid 8 days before the start of the rental, the Lessor reserves the right to re-let the property immediately. However, the Tenant would still be liable to pay the balance of the rent. If the property were to be re-let, the Tenant who was in default would only be liable for any financial loss suffered by the Lessor. Whatever the case, the deposit for the rental, paid in advance, will be retained by the Lessor as compensation.

## ARTICLE 5 • SECURITY DEPOSIT

The Tenant undertakes to pay to the Lessor, on arrival at the property, a cheque in the sum of **200 €**, as a security deposit. This sum will remain in the possession of the Lessor during the period of the rental and will be returned to the Tenant by mail, 48 hours after his departure, the Lessor having deducted any sums due for cleaning that she may have to undertake on behalf of the Tenant, or to replace any missing or damaged items or for excessive water consumption, the sum to be paid to be agreed by both parties.

## ARTICLE 6 • EXTENSION OF LENGTH OF STAY

Any Tenant wishing to extend his stay must ask the Lessor at the latest 48 hours before the end of the rental period. Should an extension be possible, the Tenant shall pay the total rental amount straight away.

## ARTICLE 7 • DOMICILE

For the purposes of the present Agreement, the Parties shall be deemed to be domiciled at the respective addresses shown above.

## ARTICLE 8 • POWER OF JURISDICTION

Any disputes arising from execution of the present lease shall fall within the sole competence of the courts local to the rental property.

## RENTAL TARIFFS 2012

Price for 1 or 2 pers. For Stay of	1 Night 1 nuit	1 Night 2 to 6 nights	1 Night 7 nights & +
Mid-July to Mid-August	140 €	130 €	120 €
Beginning of July & End of August	120 €	110 €	100 €
For 1 Bedroom, livingroom & Kitchenette			
For 1 Bedroom, livingroom & Kitchenette			
May, June & Sept.	100 €	90 €	80 €
April or October	100 €	70 €	60 €
+ for Bedrooms upstairs	30 €	30 €	30 €
For the 3 <sup>rd</sup> and/or 4 <sup>th</sup> person	25 €	25 €	25 €
For the 5 <sup>th</sup> and/or 6 <sup>th</sup> person			

All «taxe de séjour» (overnight tax), charges (water, electricity, heating, wood) and Cleaning included,  
**Towels and bed-linen supplied and the beds will be made**  
**1<sup>st</sup> Meal offered for stays of least one week,**  
**Breakfast included**  
(you can share it with us in the main house or on your own terrace)

Signed at \_\_\_\_\_, on \_\_\_\_\_ (2 copies)

The Lessor

Signature preceded by the words "Read and approved by"

The Tenant

Signature preceded by the words "Read and approved by"

We would be grateful if you would return 2 signed copies to us within 5 days, together with a cheque for your deposit.  
Your copy will be signed by the Lessor and sent back to you by return of post, as confirmation of your reservation.