

Gîte de Miserai

RENTAL AGREEMENT

<p>Dear Sir or Madam,</p> <p>We are pleased you chose to book a reservation at "gîte de Miserai". Hoping that this proposal will be of interest, we extend our sincere greetings.</p> <p>Le gîte de Miserai</p> <p>Owner: Le gîte de Miserai 61290 L'Home Chamondot Tél: 02 33-25 73 22</p> <p>Facility: Gîte de Miserai located in the municipality of I'Home Chamondot.</p> <p>Capacity: eight people</p>	<p>Guest: Mr, Mrs, Ms</p> <p>Address:</p> <p>.....</p> <p>Zip Code:City:.....</p> <p>.....</p> <p>Tel home:</p> <p>Tel work:</p> <p>Family of:</p> <p><input type="checkbox"/> People including <input type="checkbox"/> adults</p> <p><input type="checkbox"/> Children 2 to 14 years old</p> <p><input type="checkbox"/> Children under 2 (not included in headcount)</p>
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Dates of stay: from at 4 PM to at 10AM.

Base rental fee:

This price does not include certain additional charges. See general conditions below.

- Security deposit: **500 Euros**

- Down payment to be paid at booking: **30% of rental fee or**

THIS RENTAL WILL TAKE EFFECT only if we receive it before / / 201... :

1) A signed and dated copy of this agreement

2) A check for the 30% down payment made out to «Le gîte de Miserai»

Beyond this date, this reservation will cancel automatically.

The balance ofas well as the security deposit must be paid 30 days before arrival date by check made out to «Le gîte de Miserai»

Miscellaneous remarks

I, M..... agree with the terms of this contract, after having read the terms and conditions of this document as well as the rules for using the facilities outlined under the "general conditions" section of this agreement.

Done at Miserai on / / 201...

Done at Miserai on / / 201...

Read and approved

Gite de Miserai

Guest

General Conditions: Le gîte de Miserai

Article-01 Le gîte de Miserai, owner is the only entity responsible for the rental of its facilities.

Article-02 This contract is intended for the exclusive use of "gîte de Miserai" and its facilities.

Article-03 The party referred to as the "guest" is any natural person or corporate entity signing the rental agreement. This person is responsible for the facilities, the application of the rental agreement, rules and the proper conduct of all persons in his or her party. The rental agreement is contractually fixed for a specified period; the guest shall in no circumstances invoke any right to remain in the premises outside of the rental period.

Article-04 Is referred to as a " gîte " the houses located in the heart of the Miserai estate, chateau and guesthouse.

Article-05 In addition to lodging, rental includes sheets, towels, hot water and electricity. The use of the hunt room in the barn is included in the rental. Certain rooms and storage facilities are locked, are not included in the rental and access is prohibited.

Article-06 Rental hours are defined as follows:

Full week: Friday 6 PM to Friday 10 AM

Full week destination wedding: Thursday 6 PM to Thursday 10 AM

Weekend: Friday 6:00 PM to SUN 6:00 PM

Article-07 The reservation must be confirmed no later than thirty days before the date of rental and is validated only by the signature of the contract with full payment of the balance of the rent and security deposit. The security deposit is set at €500.00. It will be returned no later than 7 days following the rental period, after the premises have been put back to their original state, the keys returned and after deduction, if applicable of repair or cleaning costs.

Article-08 The maximum occupancy rate is set for 24 people. If the number of people staying in the gîte exceeds this number, gîte de Miserai can refuse the extra people without notice or refunds. This refusal may under no circumstances be regarded as a modification or termination of the rental agreement.

Article-09 The gîte is placed under the sole and full responsibility of the "Guest" who is the only person able to receive and return keys as well as go through the move in inspection with gîte de Miserai or his representative. Any damage will be charged in addition to the rent or will be deducted from the security deposit. The "guest" shall report to the gîte de Miserai any damage, which will necessitate a repair charged to the "guest". The "guest" is liable for the conduct of his guests as well as damage that they cause and shall be liable for all damages caused to the premises, furniture, equipment and facilities, jointly and severally with the author(s) of the damage.

Article-10 The premises, furniture, art objects and facilities must be left perfectly clean and functioning. **Furniture cannot be moved and displaced without prior authorization**, the kitchen must be clean, dishes and silverware washed and put away in cabinets. In case the premises are not left in the original condition by the guest, cleaning and repair bills will be charged or deducted from the deposit. Only regular household cleaning such as vacuuming, sheets and towels is included in the rental at the end of the stay.

Article-11 **ADDITIONAL CHARGES:** Some equipment or services are optional. **A central heating charge of €75 per day for the chateau and €35 per day for the guest house will be added to the bill if central heating is turned on. A cleaning fee of €25 per stay per bedroom occupied will be charged. Spa room access will be billed at €10 per person per stay.**

Article 12 Inventory: An inventory inspection shall be drawn and signed by the guest and the gîte de Miserai representative on arrival and departure. This inventory is the only reference in case of any dispute regarding the inventory. The cleanliness of the premises on arrival will be stated in the inventory. The cleaning of the premises is the responsibility of the tenant during the rental period and before his departure. In case of early departure (before the time specified in this contract) preventing the establishment of the inventory on the day of departure of the guest, the deposit shall be returned by gîte de Miserai within a period not exceeding not a week.

Article-13 Cancellation by the guest: All cancellations must be sent by registered letter to gîte de Miserai.

a) Cancellation before arrival: the deposit is forfeited to gîte de Miserai. If cancellation occurs less than 30 days before the move in date, gîte de Miserai may require payment for the remaining balance. If the guest does not arrive or is not heard from within 24 hours after the arrival date indicated on the contract, the contract becomes void and gîte de Miserai can regain the use of the premises. The down payment shall stay with gîte de Miserai who can also ask payment for the balance of the rental fee.

b) If the stay is shortened, the full rental price remains with gîte de Miserai. There will be no refund

Article-14 Cancellation by gite de Miserai: Gite de Miserai offers a refund for the full amount paid plus compensation at least equal to the amount the guest would have paid if the cancellation had been initiated by him for that date.

Article-15 Facilities are insured for liability and fire. Gite de Miserai is not responsible for theft and / or damage to property including vehicles parked in the parking lot as well as injuries to customers and their guests.

Article-16 The "guest" shall follow and enforce the following rules:

Strict ban on smoking, use of candles, incense, lighters, stoves, or other means of heating / cooking / lighting that can cause a fire inside the premises.

Use of fireplaces on the estate is prohibited with the exception of the hunt room and the chateau's kitchen.

The disposal in the toilet of objects / materials besides toilet paper is prohibited.

The presence on any animals inside buildings is prohibited.

Household waste, empty bottles, paper, recyclable and other trash must be evacuated to nearest road side bins by the "guest".

Excessive noise or loud music is prohibited around and inside the premises.

All appropriate measures must be taken to preserve order, peace, security and tranquility of people in and around the premises.

Article-17 Gite de Miserai is not responsible for accidents, theft, etc., occurring on the property

Article-18 The use of the premises may be withdrawn or suspended at any time without notice by gite de Miserai from any guest who intentionally caused damage or is not complying with the requirements of this contract.

Article-29 Gite de Miserai reserves the absolute right to terminate, without notice and without compensation any use of the premises incompatible with the purpose of the property or equipment. Gite de Miserai is not liable for the acts of a third party or from an act of God (weather, natural disasters, fire, water damage or other disasters).

Article- 20 Length of stay: the guest signs this contract for a fixed period and may under no circumstances invoke any right to maintain occupancy at the end of the stay.

Article- 21 Contract execution: the booking is confirmed once the guest has sent to Gite de Miserai both the down payment and a copy of the signed contract. A second copy must be kept by the guest. The rental agreement between the parties hereto shall in no way benefit even partially third persons or entities without the written consent of Gite de Miserai. Any breach of this paragraph would be likely to result in immediate termination of the rental agreement by the Gite de Miserai, the proceeds of the rental agreement remaining the property of the Gite de Miserai.

Article- 22 Arrival: the guest must arrive the day and time stated on this contract. In case of late or delayed arrival, the guest must notify Gite de Miserai.

Article- 23 Pets: This contract specifies that animals are prohibited inside buildings and dogs must stay in the kennel. In case of non compliance with this clause by the guest, Gite de Miserai may refuse the stay. In this case, no refund will be made.

Article- 24 Spa room: Maximum capacity is set a six people at any given time; it is prohibited to exceed this limit.

The spa room has no smoking and no drinking rules, glass and plastic bottles are strictly prohibited. In case of non compliance with this clause by the guest, Gite de Miserai may ask the tenant and his guests to vacate the premises. In this case, no refund will be made.

Article 25 Insurance: The guest is responsible for all damages caused by him/her or his/her guests. He/she is required to carry insurance for these types of risks.

Article 26 Payment of charges: If applicable, at the end of stay, the guest must pay Gite de Miserai charges and surcharges indicated in article 11 not included in the initial rental price.

Article 27 Visits: Under this agreement, visits prior to arrival are not permitted in order to preserve the tranquility of our guests.

Article-28 All claims connected to a stay at gîte de Miserai must be presented and sent by registered letter as soon as possible in order to resolve any claim or concern amicably. If that is not possible, only the court having jurisdiction in the department of Orne will be able to resolve the dispute.