

RENTAL AGREEMENT FOR TEMPORARY HOLIDAY RESIDENCE

Résidence Le Carre Blanc  
73120 Courchevel Village, Rue des Rois Appartement  
n° 220

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RENTAL AGREEMENT FOR TEMPORARY HOLIDAY RESIDENCE

BETWEEN: Mr Sammy Eddy HENAU, residing at 8870 Izegem (Belgium), Ardooisestraat n°17  
n°17;

Tel.: 00 32 51 30 45 77

Mobile phone: 00 32 475 43 52 34

Email: [sammy.henau@skynet.be](mailto:sammy.henau@skynet.be)

hereinafter referred to as the "Lessor" »;

on the one hand,

AND: Mr/Mrs[\_\_\_\_], residing at[\_\_\_\_],[\_\_\_\_];

hereinafter referred to as the "Tenant";  
on the other hand,

Hereinafter jointly referred to as the "Parties" or separately as the "Party",

IT WAS AGREED THAT:

The Parties agree to enter into this Agreement (hereinafter referred to as the "Agreement") in accordance with:

- the special conditions defined below (hereinafter the "Special Conditions");
- the general conditions defined below (hereinafter the "General Conditions");
- the plan in the Annex indicating the rented premises.

These documents form a unique whole with the Agreement and are an integral part of it.

The provisions of the Special Conditions modify, supplement or replace the provisions of the General Conditions according to the case.

In case of doubt, imprecision or contradiction, the Special Conditions of this Agreement shall prevail over the General Conditions.

## I. SPECIAL CONDITIONS

### Article 1 – Purpose

Under the Agreement, the Lessor leases to the Tenant, who accepts:

- an apartment (n° 220) located in the Residence called "Le Carre Blanc", located at 73120 Courchevel Village, Rue des Rois, 4 north-facing rooms, with a gross surface area of approximately 80 m<sup>2</sup>, which includes a lounge / dining room / east balcony / fully equipped kitchen / guest toilet and is composed of 3 bedrooms, more particularly:
  - Bedroom 1: double or twin beds, shower room, television;
  - Bedroom 2: double or twin beds, bathroom/toilet;
  - Bedroom 3: twin beds, garage;

As indicated on the plan in the Annex (which may not be used for any purpose other than the determination of the Tenant's rights and may not be distributed or disclosed without the prior written consent of the Lessor). Hereinafter referred to as the "Leased Premises" ».

The Rented Premises are rented furnished with kitchen equipment, crockery, glassware, blankets and pillows, etc. as listed in the check-in inventory.

The Leased Premises are part of a larger Residence called "Le Carre Blanc". In addition to the accommodation, the following services are included in the rental of the Leased Premises: regular cleaning of the Leased Premises, provision of linen and reception of customers, including the Tenant and his visitors.

### Article 2 – Destination

This lease is concluded as a temporary holiday residence. The Leased Premises may not be used as a main or even secondary residence and the tenant may not engage in any commercial, craft or professional activity.

Consequently, the Agreement shall be governed by the provisions of the Civil Code as well as by the conditions provided for herein.

The destination is an essential condition of the Agreement, without which the Lessor would not have contracted.

### Article 3 – Duration

The Agreement is concluded for a period of [\_\_\_\_\_] consecutive days/weeks, from [\_\_\_\_\_] to [\_\_\_\_\_].

The lease automatically ends at the end of the fixed term, without any need to give notice. The rental may not be extended without the prior written consent of the Lessor. Both the tacit renewal and extension of this contract are expressly excluded. At the end of the above-mentioned period, the continued occupation of the Leased Premises may therefore in no case be interpreted as tacitly renewing or extending this contract. This occupation shall be considered as an occupation without title or right authorizing the Lessor to pursue before the competent courts the eviction of the Tenant from the Leased Premises.

### Article 4 – Rent - Payment - Lessor's bank account

In consideration of the lease granted to him by the Lessor, the Tenant shall owe the Lessor a fixed fixed rent of EUR [\_\_\_\_\_] , excluding VAT, hereinafter referred to as the "Rent"».

The tenant must pay a 25% deposit at the time of reservation. The balance of the rental rent remains payable 4 weeks before arrival.

Rental charges (electricity, water, etc.), the additional costs of mandatory cleaning on departure and the tourist tax [are to be paid in addition on arrival] are included in the Rent.

Payment of the rent must be made to the Lessor's bank account No. [\_\_\_] (BIC : [\_\_\_] - IBAN : [\_\_\_\_]) or to any other account designated by the Lessor.

All sums due by the Tenant under this contract are payable ipso jure and without formal notice on the date of their due date.

### Article 5 – Guarantee

Upon arrival, at the handing over the keys, the Tenant shall pay to the Lessor a lump sum of EUR [\_\_\_], as a security deposit (hereinafter the "Guarantee"), to be liable for any damage that may be caused to movable or other objects in the Leased Premises.

Any lost, broken, damaged or broken object must be replaced by the Tenant at its replacement value.

This non-interest-bearing security deposit may under no circumstances be considered as a partial payment of the Rent.

After handing over the keys, in the absence of any deterioration noted in the inventory of fixtures contradictorily drawn up by the Parties, the security deposit will be returned, after deduction of rental repairs, at the latest within 15 days following the departure of the Tenant.

Handing over the keys to the Lessor at the end of the lease does not mean that the Lessor waives any compensation for rental repairs if he proves that the damage is caused by the Tenant.

#### Article 6 – Inventory - Restitution after termination of the contract

Upon the arrival of the Tenant, when handing over the keys, a detailed inventory of fixtures will be drawn up by the Parties in a contradictory manner. This inventory of fixtures will form an integral part of this contract.

At the end of this contract, at any time, in any way whatsoever, the Tenant shall return the Leased Premises in the condition described in the inventory of fixtures in perfect condition of maintenance and repairs.

At the end of this contract, at the time of the Tenant's departure, an inventory of the premises will be drawn up.

#### Article 7 – Insurance and waiver of recourse

The Tenant is liable for all damages arising from his fault. The Tenant undertakes to insure himself against rental risks (fire, water damage). The absence of insurance, in the event of a claim, will result in damages. A copy of this insurance policy will be given to the Lessor if requested.

The Tenant is obliged to report to the Lessor, within 24 hours, any damage to the accommodation, its outbuildings or accessories.

The Tenant waives any recourse it may have against the Lessor, as well as against the owner, the emphyteutic Tenant, the tenants, the subtenants, the transferors, the transferees, the occupants, the managers and the guardians of the Residence called "Le Carre Blanc", and against their employees and their agents for any damages they may suffer as a result of the occurrence of insured risks, except claims against the perpetrator of intentional misconduct.

#### Article 8 – Jurisdiction

The lease is regulated and interpreted in accordance with French law.

#### Article 9 – Final provisions

9.1 This Agreement may only be amended by mutual agreement in writing countersigned by the Parties.

9.2 The nullity or illegality of one or more provisions of this contract shall not result in the nullity of all of them.

In any event, the Parties shall negotiate in good faith an alternative provision within one month of the date on which the provision concerned has been considered invalid or illegal. In the event that the Parties do not reach an agreement within this period, the most diligent party shall refer the matter to the competent court.

9.3 The obligations arising from this contract and its possible consequences are indivisible and severally liable towards each Party, its heirs or assigns, in any capacity whatsoever.

\* \* \*

Seen at[\_\_\_\_], on[\_\_\_\_], in[\_\_\_\_] original copies, one copy for registration and the other two copies for each Party, which declare that they have each received their original copy.

THE LESSOR

Signature preceded by the words  
«Read and approved »

THE TENANT

Signature preceded by the words  
«Read and approved »

The following annexes, which will be initialled, form an integral part of the lease:

1. Map of the Leased Premises.