

Provence Secrète offers you holiday rentals on behalf of the owner. The contract is actually signed between the tenant and the property owner, with the Agency acting as the intermediary.

⇒ **Booking and advance deposit.** The contract must be signed and returned *within 72 hours, with a 25 % advance deposit* of the total amount due. Only persons over 18 years old can confirm a booking. The signature of the contract involves that the current General policy has been read and accepted. **Signing the rental agreement, the tenant is engaged for himself and on behalf all the occupants of the house taking liability for all checks and payments done by one or several co-tenant(s) and uncovered.** For our clients without French bank account, payments must be ordered using a SWIFT express wire transfer on the bank account supplied. A credit card withdrawal authorization form can also be used upon request for the down payment only (VISA, Mastercard only). Any additional bank fees must be paid by the client. Regarding the delay of a bank order and in order to hold the option on the booking until the reception of the funds on Provence Secrète account, a copy of both wire transfer order and rental contract is requested by fax within 72 hours.

⇒ **Rental visit.** Provence Secrète can conduct a visit before rental. Should a client wish to visit the property to confirm his choice, regular booking terms apply to the chosen rental, including deposit payment. A handwritten note "confirmed once visited" must be added to the contract. We will transmit the address of the property and hold the booking for 72 hours. **Multiple visits are not accepted.** The client must confirm interest within contract deadline. Failure to do so will be considered as a booking cancellation, and cancellation terms and fees may apply. In case the property does not meet the client's requirements, Provence Secrète will refund the entire deposit, less 80 € tax included for administrative expenses.

⇒ **Rates & occupancy.** *Rates are based on the number of nights spent on the rental premises. Dispute of rates will not be considered after signature of the contract. It is tenant's responsibility to decide ahead of time whether or not he is fine with the rental rates. Rates include taxes and agency fees,* except the following utilities: **telephone, house heating off-season** (between October 1st and May 31st). These charges must be paid directly to the owner or his representative at the end of the stay, according to the actual use, unless a flat rate has been agreed with the owner ahead of time, or otherwise specified in the contract. The number of occupants is limited as specified in the contract. All exceeding occupancy will be charged according to the number of persons without consideration for the duration of their presence. However, tenants can have occasionally guests if they don't sleep on site. Beyond 24 months old, children are considered as persons. **Owner has no duty supplying extra equipments for additional persons and is entitled to evict all the tenants in case of overtaking.**

⇒ **Balance due.** *The balance due must be paid to Provence Secrète within 30 days prior to arrival. We will not accept payment of the balance upon arrival.* Please be aware that in case of this deadline would not be respected; your rental could legally be cancelled without warning notice. House directions and arrival instructions will be forwarded after payment of the balance due.

⇒ **Pets.** **Pets are generally not accepted. "Pets" means exclusively dogs and cats.** The rental contract will specify if the tenant's pet is accepted. If this rule is not observed, the owner has the right to refuse access to his property to any pet. *The tenant being aware of this fact, he can't argue against it and any cost relative to his pet's accommodation out of the property will be at his own charge without any possible partial or full refund. If the owner accepts pets, the tenants commit to return the rental in absolute cleanliness: there must be no hairs, smell or excrement upon departure, including outside, consecutive of his pet presence.* The swimming pool is strictly forbidden to pets. All damages, elementary hygiene rules disrespect and consecutive costs relative to pet's presence are under tenant's responsibility and will added to the rate by deduction of the deposit refund.

⇒ **Photos.** The rented property photos or videos can't be sold or used for commercial purpose without the owner specific agreement and possible compensation for copyright.

⇒ **Cancellation.** *Tenants can cancel a booking at any time, however, please be aware of the consequences of such event for an individual house: being a unique object, it can't be compared to a hotel room booking or more usual touristic facilities because the agency commitment with the owner can't be changed after certain deadlines. Therefore, a cancellation initiated by the traveller prior to departure will incur fees according to the date of cancellation. In this case, the following rules will apply: a cancellation 90 days prior to arrival will result in a cancellation fees equal to 25 % of the rental amount; a cancellation between 90 days and 30 days prior arrival will result in a fee equal to 50 % of the rental amount; a "last minute" cancellation less than 30 days prior arrival won't be refundable. These cancellation fees can be covered by a client's individual cancellation insurance (please check the General policy paragraph about "Insurance Policy"). Whatever the cancellation reasons, the tenant must inform Provence Secrète by registered mail with delivery notice. The reception date of this notice determines the applicable fees. In case the tenant wish to cancel his booking during the period of 90 to 30 days prior arrival, he will have to join a check of 25% of the rental, added to his initial down payment. His cancellation request will only be accepted in this condition. If the tenant does not comply, he will continue to be in duty of the full amount of the rental. In case of an act of God destroying the booked property, making it unavailable, the amount already paid will be full refund waiving any possible later compensation. In case of cancellation due to the owner (property sale, rental refusal...), he will refund the tenant with 150 % of the amount already paid. No interrupted or shortened stay, or service not used will justify a refund. In the case of repatriation, it is the tenant's responsibility to be covered by an appropriate insurance.*

⇒ **Insurance policy.** **Tenants have the obligation to be insured for the property they occupy.** Therefore they have to check if one of their existing contract covers travel and house rentals (sometime called third party liability). If it is not the case, he has to request a coverage extension in this purpose or subscribe a specific insurance for this matter. The concept of individual liability being different in each country our agency responsibility could not be engaged in case of accidents, damages, wounds or robbery, etc.. **we require that you check your personal "multiple-risk coverage ahead. The tenant can subscribe a dedicated insurance within 72h after the contract signature.** It's cost is around 4% of the rental rate depending the chosen insurance company. It works most of the time in case of cancellation for death, accident, important disease of the contractor or his relatives and valid from the contract signature to the end of the rental period. It's possible to subscribe such insurance throughout our partner Mondial Assistance following the partnership link on our website www.provence-secrete.com

⇒ **Safety deposit.** A deposit is required for all furnished rentals. This deposit must be transmitted to our agency as a check or as a credit card withdrawal authorisation form (including a copy of the listed credit card), received **30 days prior arrival along** with the balance due for the rental (unless specified differently in the rental contract). It is not debited from the client's account, except in the case of non payment of unattended charges and responsible damages. **The deposit will be returned within 15 days after rental. The tenant commits to take proper care of the rented premises.** In addition to rental costs, the tenant accepts to pay the cost of any damage caused by him or occupants to the building and any lost, destroyed or damaged item. *The tenant is responsible for any damage caused unintentionally or with negligence by himself or people of his or her party.* Should a telephone line be part of the rental and used, the deposit may be kept by the agency until reception (and payment) of the telephone bill.

⇒ **Arrival and departure.** It is the owner's responsibility (or its representative like our agency) to greet the tenants upon arrival and take care of administrative formalities. The tenants must inform Provence Secrète of the date and approximate time of arrival; especially if the arrival date is not the one specified in the contract. **As a general rule, check-in is possible between 5.00PM and 8.00PM**, at the property address, unless otherwise specified. **Late arrivals between 8.00PM and 10.00PM will involve an extra 50€TTC (tax included) fee** to cover employee compensation.

Beyond this time, we cannot guarantee the greeting procedure, and we will ask to you to book a hotel room and contact the Agency to arrange a new appointment on the next day. Under no circumstances will Provence Secrète be responsible for late arrivals, or for any hotel or meal expenses incurred, should the tenant not capable checking-in the period scheduled. **Should the tenant fail the appointment without prior notice to the person in charge of greetings, he will lose his rental rights.** If this situation occurs, the owner has the right to rent immediately the property to a different party at his own conditions. **Departures times are between 8:00AM and 10:00AM** (unless differently agreed). Given the short amount of time between rentals for proper cleaning, **this timing must be strictly respected** and the work of cleaners eased as much as possible, like previous tenants did in the morning of your arrival: **Since this is a seasonal rental, the tenant commits on leaving the premises at the date and time agreed; his residential address being specified on the contract. The tenant may not sublet the rental.** The information given regarding the location, the quality and settings of the premises are directly and exactly transmitted by the owner, who certifies that **the premises are clean and in perfect working condition to welcome the tenants.** *Provence Secrète responsibility can't be engaged on the owner failure on this matter. The agency can't be responsible for modifications not mentioned by the owner upon the date of reservation or which would have occurred between the booking and the tenant's arrival, affecting the rented premises or its environment.*

⇒ **Equipment.** *The rental must have appropriate kitchen ware, dishes, furniture and bedding. The owner is responsible for the quality and the quantity of this equipment which should match the number of people on the contract* (garden furniture and swimming-pool deckchairs are the only exception and may not be the exact number of sleeps). **Unless otherwise specified in the contract, sheets and house linen** (bath and dish towels ...) **are not provided.** The tenant may ask the owner for a housekeeper under his own responsibility. This service cannot be guaranteed during high season. It is therefore necessary that this service be requested several weeks in advance. *Neither the owner nor Provence Secrète could be considered as responsible if an additional service not included in the contract is not provided upon arrival, or if the employee hired is not present on the agreed date. The tenant will therefore not be eligible for any compensation and will manage any personal dispute or disagreement with this employee.* **The premises are guaranteed to be clean and the equipment in good working condition upon tenant's arrival.** The tenant must refrain from dumping any item or detergent in sinks, washbasin, tubs and toilets likely to block the septic tank, in which case he would be responsible for the cost caused by repairing the installation (emptying a septic tank costs approximately 500 €). **Before departure, the tenant must put all furniture back into their original location, as found upon arrival.**

⇒ **Swimming pool.** Swimming pools must not be emptied without the owner's agreement, and the tenant agrees to refrain from handling technical equipment and machinery for the pool. **The owner commits on providing a security system required by current legislation and in effective good working condition.** All safety rules must be respected from both parts, especially those issued since January 1, 2004. The owner is engaged under this law and has to present the safety system and user manual to the tenant upon arrival. However, **it is the tenant's responsibility to use the swimming pool cautiously, and will be responsible for his/her guests, particularly if young children are present.** *A security system can never replace an adult watch and presence while swimming. Tenants must read the user manual of the installed system and be aware of safety instructions. They are safe for kids only once turned on, which means switched on for alarms and locked with dedicated hooks for curtains and covers. While playing in and around the pool, it is recommended for kids to wear (arm) life buoy. It is strictly forbidden to leave kids accessing or playing alone in or around the swimming pool, even for a short period of time. The tenant agrees not holding either the agency or the owner responsible in case of accident occurring to himself, his family or guests. In case of disagreement with this rule, we ask the tenants to book a house without a swimming pool.* **NOTE: During off season – from October to May - swimming pools may be empty or covered.** *Maintenance and cleaning of the pool is at the owner expense and charge, including keeping the water in good sanitary conditions. The tenant is not allowed to manipulate the pool machinery and plumbing, neither the sprinklers nor garden watering system, without a written agreement of the owner. The tenant can be charged for any damages caused by failing this commitment.*

⇒ **Owner's duty.** *The owner is entirely responsible for the vacancy of the rented house.*

⇒ **Tenant's duty.** *The tenant agrees to watch for the premises as much they care for his own property.* Exceptional events (weddings, large reception...) must be submitted to owner's prior written approval. **The premises must be returned in normal usage condition**, as provided upon arrival (dishes cleaned and put away, linen and towels gathered, barbecue emptied of ashes, dustbins and bottles dumped, moved furniture returned...). If a final cleaning is provided in the amount paid, it includes a main cleaning in order to relieve the tenant of this duty. Be aware that a flat rate is carefully calculated and included to match the average cost of this service without over pricing. This service is provided for a house used in normal conditions of a rental. The agency keeps the right to charge and deduct from the deposit any cleaning overtime caused by an abusive usage. Unless otherwise previously specified in writing by the owner, **the number of people accepted in the contract cannot be exceeded, and it is strictly prohibited to bring any additional beds. It is also prohibited to install tents in the garden or to park any camper vans. In case this rule would not be respected, the owner may end the rental without notice and ask for a prorated compensation (which may be deducted from the deposit). If the tenant is interested in renting again this specific property in the future, he is committed using the agency services**

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⇒ **Inconvenience.** Neither the agency nor the owner can held responsible for the inconvenience or lack of comfort caused by shortage of public water, electricity or phone service, etc... and for any circumstances beyond their control. Likewise, civil engineering, site building and work, harvests, various occurrences from private or public sources cannot be charged to the agency, since they are a general disturbance annoying the entire neighbourhood, renting or not with the agency. The tenant commits giving access to swimming pool, garden and house to the service providers (including cleaners).

⇒ **Inventory of fixtures and Complaints.** An inventory of fixtures is a document describing in details the condition of the house and its equipments, room by room including outdoors. There are two inventories: ingoing upon arrival and outgoing upon departure. The comparison of the both statements will determine if the tenant respected his obligations of usage and maintenance. The law 1730 of the French civil code details that "as long an inventory of fixtures was done between owner and tenant, the tenant should return the premises in the same condition received, unless damages due to oldness or gods' will". If all is in order, the owner will return the deposit. If it is not the case, he will debit the deposit of the amount the tenant should have spent to maintain or fix the premises. **If no inventory is signed upon arrival, the article N°3 of the Law released on July 6, 1989 applies the following rule of the civil code: "when no ingoing inventory is made, the tenant is supposed to have received the premises in good rental condition and has to return them identically, unless a contradictory proof is given" (art 1731).** On other words, the tenant is supposed to accept premises in good rental conditions and return the house in the same ones. When Provence Secrete Agency is in charge of arrivals and departures, there is no inventory of fixtures: the house rented is supposed to be given in perfect condition for rental. **Complains about the rented property must be put in writing including proofs (like photos) within 72 hours following the arrival in the premises, and posted to the Agency by certified mail with proof of reception. Complaints will not be considered beyond this deadline and premises considered as conform to the contract.** The house will have to be return in perfect maintenance and usage condition unless the agency will have the right to hold on the deposit any cost involved to fix or clean the property. Therefore Provence Secrete is allowed to debit the safety deposit in case of noticed damages, including if the tenant is absentee. In case of dispute or law suit, only the Court of Avignon (Tribunal d'Avignon) is considered as competent to handle the claim.

Date :/...../..... Nom du locataire :

Signature et mention manuscrite « Lu et approuvé, bon pour location » :

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