



**SEASONAL LEASING AGREEMENT VILLA OLIVIERS
in ROCHEFORT DU GARD**

Between the undersigned,

M, Mrs., Miss (name, first name, address)

M

Mrs.

Tel.: 00

Email:

Named hereafter “the renter”,

And

The limited liability company Jacaranda

Company Registered with the RCS of Nimes under number 404.503.153

Whose registered office is located Montée des Oliviers 30650 Rochefort du Gard France

Represented by Mrs. Hilde Huys-Hanssens

Tel.: 00/33/6 67 11 74 90

Email: luys@tiscali.fr

Named “the owner”,

He is agreed what follows:

1. OBJECT OF THE CONTRACT

1.1 The renter rents the villa “Oliviers”, located Montée des Oliviers, 30650 Rochefort du Gard, France to the financial backer in the state in which it is.

1.2 The villa “Olivier” is a furnished villa, equipped technically and well maintained with a big, closed garden (2000m ²), private swimming pool and terraces. The villa is made up of a living room with dining room, an American kitchen, 3 bedrooms with double bed, 2 bedrooms with single bed, 3 bathrooms, 3 toilets, 1 garage and a private and enclosed car park.

2. METHODS OF THE CONTRACT

2.1 The villa can accommodate to sleep maximum 6 people, children and babies included.

2.2 Duration of the contract: the duration of the contract is 8 days, for the period going of Saturday between 16h and 18h at Saturday 10h.

This period cannot in no case to be modified without the prior written agreement of the owner.

2.3 If the leasing agreement signed by the renter is not sent back the/2007, the agreement is cancelled.



3. RENTAL PRICE

3.1 The price for the rental period defined above is of Euros.

In this price are included:

3.1.1 water and energy costs corresponding to an average normal use

3.1.2 all national and local fees

3.1.3 expenses of final household

3.2 The renter pays 40% of the rental price (that is to say €) when the contract is signed. The payment of this amount is regarded as the down payments of the hiring and confirms the reservation. If this payment is not carried out, the contract is cancelled and the renter keeps the 40% of down payment like expenses of cancellation.

3.3 The renter pays the balance of € at the latest 29 days before the arrival in the villa.

3.4 If the renter reserves the villa less than 29 days before the beginning of the period, he is obliged to pay immediately the totality of the rental price.

3.5 All the payments will be done with the account number of Jacaranda limited liability company: Bank account number: code banks 10178 agency 00020 n° of key account 0000019602T 74 IBAN (International number) FR97 1017 8000 2000 0001 9602 T74 and BIRO: CHAIFR2A mentioning the name of the financial backer, the name of the villa and the reserved period.

4. TRANSFER

4.1 Except prior written agreement of the owner, the renter can neither yield, nor transfer the leasing agreement to any other person or entity. In the same way, except prior written agreement of the renter, the taker does not have any faculty of substitution at the profit of a third person.

5. CANCELLATION OF THE CONTRACT BY THE TAKER

5.1 The renter has a faculty of cancellation of this contract.

5.2 If the renter cancels the contract more than 43 days before the beginning of the rental period, he is required to pay 10% of the rental price like expenses of cancellation.

5.3 If the renter cancels the contract between 42nd and the 29th day before the beginning of the rental period, he is required to pay 40% of the rental price like expenses of cancellation.

5.4 If the renter cancels the contract between the 28th day and the beginning of the period of hiring, he is required to pay 80% of the rental price of hiring like expenses of cancellation.

5.5 The cancellation of the leasing agreement will be done obligatorily by letter registered addressed by the renter to the owner. The seal of the date of presentation of the post office of this registered letter is taken into account.



6. RESPONSIBILITY

6.1 The owner is not responsible for the accidents, damage or thefts which could occur with the takers during the execution of this contract.

6.2 The renter has to close the gate, to bring into service all alarms of the villa and the swimming pool and to remove the mosquito nets of the windows, when he leaves the house. Failing this and in the event of disaster, it engages its responsibility in his capacity as house manager, as well with regard to thirds as to the financial backer.

6.3 In accordance with the legal provisions into force the swimming pool is equipped with an alarm. This alarm is in conformity with French standards AFNOR in force. The renter has to bring into service the alarm of the swimming pool after each use.

7. INVENTORY OF FIXTURES AND GUARANTEE

7.1 On arrival and departure of the renter an inventory of fixtures and a contradictory inventory will be established and signed by the renter and the owner.

7.2 The renter is held to pay the sum of 700€ like guarantee for the possible damage with the buildings and/or the equipment of the villa. The guarantee will be paid at the same time as the payment of the hiring (see 3.3).

7.3 The payment of the guarantee will be done by transfer or cheque. This payment is a prerequisite to enter the villa.

7.4 The guarantee will be restored with the renter at the end of the period of hiring without interest, provided the renter did not cause a damage or of degradation.

7.5 In the event of noted disorder or of degradation, the renter obliges to pay repair or the replacement of it. The renter cannot repair or replace anything himself.

8. OBLIGATIONS OF THE OWNER

The owner commits himself doing what is necessary for the good unfolding of the contract.

9. OBLIGATIONS OF THE RENTER

9.1 The renter informs the owner at least an hour before his arrival by telephone with the number 00/33/6 67 11 74 90.

9.2

9.2.1 The cleaning of the material of the kitchen and the electric household appliances will be made by the renter and is not included in the price.



9.2.2 The sorting and the exit of the household refuse are obligatory (an explanatory note is posted in the kitchen cupboard). In the event of no respect of the instructions by the renter a participation of 15€ per dustbin will be invoiced to him.

9.3 The renter engages throughout the contract with:

9.3.1 to use the villa only as a place of residence.

9.3.2 not to disturb the neighbours by making noise, smoke or other harmful effects.

9.3.3 not to modify furniture or to change its place.

9.3.4 to let make urgent repairs by the owner, if those prove to be necessary for the period of hiring, without being able to claim any damage.

9.4 The renter accepts that the owner regularly controls the technical installations of the swimming pool.

10. REMARKS

10.1 Only the French text of this contract is valid for the law. The translations in appendix have only one informative value.

10.2 All the litigations will be treated in front of the qualified French jurisdiction in the spring of which the building is located.

Rochefort du Gard, .date.....

Read and approved, (write personally)

Read and approved,

The renter
M and Mrs

The owner
Mrs Huys-Hanssens
for Jacaranda limited liability company