

1 - DEFINITIONS

“The tenant of the property” means the customer who made the reservation, including the persons authorized to reside in the property as indicated at the time of booking.

“The property” means the furnished lodging which can be a gite, bed & breakfast room, the green spaces and the swimming pool located at Domaine de Montboulard, 16800, SOYAUX.

“The tenancy” means the length of stay that starts at 4:00 p.m. on the first day and ends at 10:30 a.m. the last day as defined in the booking. The tenant of the property does not have the right to remain in the property beyond the tenancy, except by prior agreement between the two parties.

“Pet” means a quiet and well-behaved dog or cat that is included in the reservation. If the tenant of the property wishes to be accompanied by more than one pet, the written agreement of the management of the property must have been previously obtained. Pets are the sole responsibility of the tenant of the property who will has the obligation to clean up after and meet all needs of the animal(s). Pets are not allowed in the pool area. Dogs shall not be left unattended in a chambre d’hote, nor in a gite if they are wont to bark or be agitated.

2 – PROPERTY SERVICES

- a. Cleaning of the property before the arrival of the tenant of the property.
- b. Supply of sheets and towels, which will be changed every week, as well as towels for the pool.
- c. For stays of one week or more, a mid-week cleaning of the property (bedrooms, bathrooms and floors, kitchen not included).
- d. For the tenant of the property having reserved bed & breakfast, breakfast will be served in the dining room.
- e. The provision of internet via a Wi-Fi network.
- f. Heat, electricity, cold and hot water
- g. Use of the wood stove located in main house or the cottages having a chimney, subject to the conditions listed below.
- h. Use of barbecue, furniture and terrace for lodgings with a backyard, subject to the conditions below.
- i. Use of the green spaces, sports facilities and the swimming pool of the property, subject to the conditions set forth below.
- j. Use of bicycles, subject to the conditions indicated below.

3 – PAYMENT – DEPOSIT AND GUARANTEE DEPOSIT

The reservation of the property will be considered provisional until the tenant provides the property with a valid credit card or payment of the reservation by check. In the absence of provision of such a guarantee no later than seven calendar days after the reservation, the reservation will be cancelled.

a. Guests can cancel their reservation and may pay up to the total amount of a reservation according to the terms outlined in the confirmation of the reservation. If a guest fails to show up, the tenant of the property will be charged. Optional services requested in the reservation will not be charged if the reservation is cancelled before registration.

b. A security deposit may also be requested by the management of the property and paid by check or credit card at the time of renting. The security deposit will be returned in whole or in part within 14 days of the date of departure. All breakage, extraordinary loss or damage or clean-up resulting from use of the property will be deducted from the security deposit. If the security deposit is insufficient to meet these costs or liability, any additional amount is payable by the tenant of the property. If a claim is made by the management, it must forward the precise justification of its claim to the tenant of the property.

If the reservation is made through a third party or if it is part of a proposal that contains provisions specific to that offer, the cancellation provisions specified by the third party or the proposal will take precedence over these cancellation provisions.

4 – OBLIGATIONS OF THE TENANT OF THE PROPERTY

The tenant of the property agrees to be a thoughtful tenant and take good care of the property.

At the end of the rental period the tenant will leave the property and its equipment in the same condition and organization as it was on arrival.

Management reserves the right to carry out a retention of the security deposit provided for in article 3 (b) to cover additional cleaning costs if the tenant of the property leaves the property in an unacceptable condition.

The tenant of the property agrees to occupy the property as a steward of the tenant's party so as not to cause any inconvenience to the other tenants or guests at Montboulard. Failing that, Management reserves the right to take any reasonable measure, including the immediate termination of the rental.

The tenant of the property shall allow Management the right to enter the property, at reasonable times for maintenance, which may include gardening, cleaning, repairs, etc.

The tenant of the property does not acquire any right to the property, except the right of occupancy during the rental period.

The tenant of the property is not authorized to sublet, lend, even for free, the property during its rental period.

The tenant of the property must report without delay to Management the defects, failures of any equipment in the property.

The tenant of the property is not allowed to park caravans (motorized or not), trailers, and campsites in the parking lot of the property, except with express agreement of Management.

Children accompanying the tenant of the property or guests are the sole responsibility of those exercising parental authority.

The tenant of the property is deemed to be wholly and exclusively responsible for all the guests and pets present in the property.

The tenant of the property and tenant's guests are expected to have read and accepted the rules of use of equipment of the property and especially its swimming pool.

5 – OBLIGATIONS OF THE PROPERTY MANAGEMENT

In case that the property is not available at the time of rental, the property management will endeavor to make every reasonable effort to propose an equivalent accommodation on the property. If an equivalent dwelling is not found, any deposit and/or payment will be reimbursed.

In the event of a report by the tenant of the property of defects, failures of any equipment in the property, the management undertakes to perform the necessary repair and/or replacement as soon as possible.

6 – RESPONSIBILITY OF THE PROPERTY MANAGEMENT

The management of the property cannot be held responsible:

a. For injuries and damage to the personal property of the tenant as well as members of tenant's party, guests and pets, caused in particular by the use of the pool, the wood stove, bicycles, household appliances or any other equipment, including staircases and gardens, used by the tenant of the property.

b. For any damage or losses to vehicles and their contents parked in the parking lot of the property.

c. For any defect or temporary stoppage in the supply of services (electricity, water, etc.) within the property.

d. For any loss, damage or injury resulting from adverse weather conditions, riots, war, strikes or other issues beyond the control of the management.

e. For any losses, damages or disadvantages caused or suffered by the tenant of the property if the rental property is destroyed or severely damaged before the beginning of the period of rental. In such a case, Management commits within seven calendar days to reimburse the tenant of the property all sums, prepayments, deposit and deposits of guarantee already paid for the period of rental.

7 – APPLICABLE LAW - JURISDICTION

The rental contract is fully governed by French law and will be considered to have been made in France.

Any procedure arising out of or in connection with the lease agreement will be the exclusive jurisdiction of the French courts.

This version of the “Conditions Générales de Location” is provided as a convenience to tenants of the property. The governing document shall be the document entitled “Conditions Générales de Location” written in French.

Thank you for choosing Montboulard for your stay.