

# RENTAL TERMS AND CONDITIONS

**These Terms and Conditions ("T&C'S") are annexed to the Vacation Rental Agreement between FRANCE FOR RENT, LLC and its affiliates PARIS LUXURY RENTALS and PARIS FOR RENT (collectively, "FFR") and the Renter and are incorporated therein. By his/her initials below or/and by electronic acceptance, the Renter acknowledges that he/she has read the following terms and agrees to the same.**

**1) FFR** offers real property vacation rental reservation services to persons seeking to rent private residential real property accommodations for short-term vacations in France. **FFR** serves as a rental agent for the owner(s) of these real properties. Renter acknowledges and understands that **FFR** does not own any rental accommodation and undertakes to act only as reservation agent for the Renter and Owner.

**2) PAYMENT** – Unless otherwise indicated on the Vacation Rental Agreement, a Reservation Deposit of 50% of the Rent must be received by **FFR** before a booking will be confirmed. The balance of the Rent is due 45 days prior to the beginning of the rental period. If the arrival date is within 45 days of the date of booking, the total Rent must be paid for the booking to be confirmed. **FFR** will provide client with written confirmation of the reservation once the required payment is received. Except for a US\$75 cleaning fee, prices posted online are all inclusive.

**3) ARRIVAL and DEPARTURE** - Unless other arrangements have been made in advance with **FFR**, occupancy commences at 4.00PM on the Arrival Date and terminates at 10.00 AM on the Departure Date. Extra arrival coordination charges may apply if occupancy commences on a Sunday, a French National Holiday, or after 6.00 PM or before 9.00 AM. **Please note:** Any change in arrival date or time must be approved by **FFR** at least one week prior to the Arrival Date.

**4) USE OF PREMISES** - The Renter agrees to occupy the Premises peacefully and abide by customary standards of acceptable behavior in France. The Renter is responsible for correct and decent behavior of his/her party. The Renter is responsible for leaving the Premises in good clean order at the end of the Renter's stay. Our apartments have many one of a kind items, therefore **FFR** strictly prohibit parties of any kind. Apartments are mostly in quiet residential areas. Client is requested to be careful of noise, loud music, particularly between 10 p.m. and 8 a.m. Should Client or his/her party behave in an indecent or incorrect manner based on civilized standards, they may be asked to vacate the apartments with no refund. The Renter further agrees that the Premises is rented for residential use only. Renter shall not use the premises as a business address, nor shall Renter conduct any business activities of any nature (such as, BUT NOT LIMITED TO, fashion shows or fashion displays, photo shoots, business meetings, or business receptions) at the Premises without express written permission from **FFR** obtained at the time of the booking. **Smoking is not permitted.** Any violation of this provision shall be deemed a material and incurable breach of contract and shall entitle **FFR**, the Owner and/or **FFR's** local agent in France ("Local Agent") to serve Renter with an immediate notice to vacate, without refund of any monies paid, and notwithstanding civil action taken on account of the violation.

**5) SECURITY DEPOSIT** – The Security Deposit must be paid by a check drawn on a US bank account, or by wire transfer, at least 14 days prior to the Renter's Arrival Date. Should the Security Deposit not be received before the Arrival Date, Renter acknowledges that **FFR** may refuse access to the Premises for the Rental Period, without any refund to Renter of the Rent paid to **FFR**. The Security Deposit will be accounted for within 7 working days after the Departure Date. Renter must leave the Premises in a normal state of cleanliness upon departure. This non-interest bearing Security Deposit covers the cost of any damage to, breakage in or missing items from the Premises, the building of the Premises or its contents, inside and outside, excluding normal wear and tear. A US\$75 per room fee will be charged should the apartment be left in a messy/dirty condition causing more than normal cleaning effort. Renter is fully responsible for any damage caused by Renter or Renter's invitees to the Premises. As such, Renter expressly agrees that the Security Deposit will only be refunded if Renter or Renter's invitees do not cause any damage or loss to the Premises, the building of the Premises, or its contents. As most locks are security-type, Renter shall expect a charge of at least Euros 100 should keys be lost or lock be replaced. Where damage caused by Renter or Renter's invitees exceeds the amount of the Security Deposit, Renter authorizes **FFR** to debit Renter's credit card to reimburse the excess amount, in addition to retaining the non-refundable Security Deposit.

**6) NUMBER OF PERSONS** – Only the Renter and the Authorized Guests listed on the Vacation Reservation Agreement are allowed to occupy the Premises. If additional, unauthorized people occupy the Premises during Renter's stay, **FFR**, the Owner or Local Agent has the right to charge additional fees for those extra guests; or to refuse entry to those guests and/or to cancel the booking without refund.

**7) MODIFICATIONS - CANCELLATION CHARGES** - Houses and apartments are not commercial entities like hotels. They are booked far in advance, and they are not easily re-rented. If a booking is canceled at any time after it has been confirmed, all moneys paid by Client prior to cancellation are forfeited. **FFR** strongly recommends that Renter take out Travelers/Cancellation Insurance to cover any unforeseen medical or other emergency that would prevent them from occupying the property booked. If for any reason beyond their control, including force majeure, **FFR** should be unable to provide to Renter the Premises he has booked, **FFR** may transfer him, upon agreement with Renter, to a similar property. If the price of the substituted property is less than the Premises originally booked, the difference will be reimbursed to the Renter; if the price of the substituted property is higher, the difference will be charged to the Renter. If no agreement can be reached, both parties may cancel the contract. **FFR** will refund to the Renter all moneys paid. **FFR** reserves the right to refuse or cancel any booking for accommodations, in which case all money paid by Renter shall be refunded in full, and **FFR** total liability shall be limited only to such amount advanced by Renter.

**Renter initials:**

**8) ERRORS, OMISSIONS, PRIOR BOOKINGS, CHANGE, AND WITHDRAWAL WITHOUT NOTICE** - The descriptions of locations and accommodations are provided in good faith and in the belief that they are accurate based on the latest information received. However, **FFR** declines all responsibility for any modifications made by the owner(s) of the properties without **FFR** knowledge. Rental offerings are subject to errors, omissions, prior bookings, change, withdrawal without notice, and approval of Renter and acceptance of contract by **FFR**. Photographs of properties are non contractual and will not be recognized as basis for any claim. Photographs are intended to give a general idea of the appearance and atmosphere of the property and serve no other purpose.

**9) STATE OF THE PREMISES AND REPORTING OF ONSITE PROBLEMS** - The properties **FFR** offers are not official tourist structures or hotels. Rather, they are private homes. Being such, they do not have standards or categories recognized internationally, but instead reflect in their architecture and furnishings the local traditions and personal taste of the owners. Renter must accept differences in the properties, be they architectural or cultural, relative to their own homes. Renter acknowledges the fact that none of the properties offered by **FFR** are wheelchair accessible. Renter agrees to immediately inform the Local Agent of any loss, damage, or other complaint, controversy, dispute or claim concerning the occupancy of Owner's property, this agreement, a provision thereof, or the rights or duties of the parties in regard thereto ("Complaint"). If any Complaint is not resolved with the Local Agent to Renter's satisfaction, Renter must report the problem within 48 hours to **FFR** in writing (email or fax being sufficient). **Renter acknowledges that any Complaint that was not brought to FFR's attention prior to leaving the premises will not give rise to any indemnity.** **FFR** is not liable for any temporary defects or stoppages in supply of electricity, gas, water, plumbing, A/C, cable TV, Internet access or telephone services. **FFR** is not liable for annoyance, disturbance, inconvenience or any noise nuisance incurred by Renter or any member of Renter's party, related to maintenance and/or repairs of the building - including the common areas - or in the immediate vicinity, performed by parties not affiliated with **FFR**. **FFR** is not liable for any loss, damage, or inconvenience of Renter caused by anything beyond its control especially by façade building renovation which is requested by law every 10 years in Paris. Renter understands that **FFR** cannot anticipate building renovation works as they often are notified to owners with very short notice. **FFR** is not liable for any pest/rodent infestation or any other adverse environmental conditions, including, but not limited to heat wave, freeze, humidity resulting in mold/fungus development, or other extreme climate conditions.

**10) PREMISES OWNER'S DISCLAIMER** - The Owner does not accept any liability for any loss, damage, or additional expenses incurred by the Renter or any member of the Renter's party regardless of the cause. The Owner does not accept liability for any injury, death, loss, inconvenience or damage, alteration, delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or other circumstances as amounting to 'force majeure' or Acts of God or other similar events beyond the Owner's control.

**11) PETS** - Pets are not allowed. If an unauthorized pet is on the Premises: (i) Renter agrees to be responsible for all damage caused by the pet; (ii) Renter, Authorized Guests and all others may be required to immediately leave the Premises without refund of any Rent, or be removed from the Premises; (iii) Renter shall be deemed to be in material and incurable breach of this Agreement; and (iv) Renter agrees to forfeit the entire Security Deposit.

**12) INDEMNITY AND HOLD HARMLESS** - Renter agrees not to hold **FFR** or property owner responsible or liable for any acts or outcomes connected with their use and occupancy of the Premises, including but not limited to injuries, death, damage, losses from fire, theft and criminal activity. Renter agrees to hold **FFR** and the Premises Owner harmless from any claim from other members of the Renter's party and accepts the sole responsibility for any loss, damage, or inconvenience of other members of their party, family, or guests. In no event is **FFR** or Owner responsible for any physical injuries caused to Renter and/or Renter's guests during their stay at the Premises. It is highly recommended that Renter purchase comprehensive travel insurance to cover any such injuries. Renter hereby covenants and agrees that the maximum liability that may be attributed to **FFR** and the Owner for any cause, occurrences, damages or personal injuries, sustained or transpiring at or around the Premises during the Rental Period, shall be limited to the amount of Rent advanced by Renter.

**13) RIGHT OF ENTRY** - **FFR**, Owner, their representatives and/or agents have the right to enter the Premises, at any time (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Renter has complied with the terms of this Agreement; or (iii) in case of emergency.

**14) JOINT AND SEVERAL LIABILITY AND AUTHORITY** - All persons signing this agreement as Renter shall remain jointly and severally liable for all obligations arising hereunder, whether or not they remain in actual possession of the Premises.

**15) DISPUTES** - Prior to initiating any action, each party agrees to inform the other party of any Complaint, and to make a good faith effort to resolve the issue amicably. If no such resolution can be reached, the parties agree to mediate or arbitrate such dispute or claim. The venue for mediation or arbitration initiated by any party hereto shall be San Francisco, California. In the event a dispute or claim is not resolved by mediation, such dispute or claim must be submitted to binding arbitration. The prevailing party in any mediation or arbitration shall be entitled to the award of attorneys' fees and costs.

**16) NO CONFLICTING TERMS** - If there is any conflict between these T&C's and the Vacation Rental Agreement to which these T&C's are annexed, the term in the Vacation Rental Agreement will govern.

**Date:**

**Renter Signature:**