

Please check prices and availability on our web site <http://www.gite-piquetalen.fr/availability.en.html>

Dear Sir or Madam,



Please find our holiday rental contract below together with a description of the gite (pages 3 and 4). If you wish to book the gite please return a signed copy of the agreement together with the advance payment (cheques payable to Anton Neumann or through PayPal). We will then send you a signed copy of the contract to confirm the booking

We look forward to welcoming you in the near future.

Anton Neumann

Between the Landlord

and the Tenant

<p>NEUMANN, Anton, Piquetalen, 645 route de Labastide 81500 Ambres, France</p> <p>Tel:00 33 5 63 83 01 09</p>	<p>Full Name:</p> <p>Address:</p> <p>City: <span style="float: right;">Postcode:</span></p> <p> (Ind) <span style="margin-left: 150px;"> (mb)</span></p> <p>Email:</p> <p>No of Adults <span style="float: right;">No of Children</span></p>
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Details of the holiday property (Full details are attached in "Description of the Gite de Piquetalen")

<p>Clévacances reg no: P841 Classification: Three Keys/Stars. Capacity: 4 people.</p> <p>Le Gîte de Piquetalen 81500 Ambres, France</p>	<p>Habitable Area: 60 m<sup>2</sup> 2 Bedrooms One double bed and 2 single beds No smoking Other details: 2 terraces, television, barbecue, washing machine, dishwasher, central heating, wood burning stove.</p>
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Terms and cost of the holiday rental

Rental Period:	arriving	16:00	departing	10:00	
A	Total Rent	Includes all utility charges (except firewood), sheets, bedding and towels – paid on arrival			
B	Security Deposit	50% of total rent (A) – paid on arrival			
C	Advanced Payment	25% of the total rent (A)			
Payment on Arrival		A + B - C			

The security deposit will be returned to you on your departure or within 30 days of your departure, after deductions for damage, cleaning or repair to the premises.  
A final (optional) cleaning service is available at a cost of €70.

This agreement is only valid under the following circumstances:

- The agreement is signed by both parties with each retaining a copy.
- The tenant's advance payment of 25% of the total rent has been received by the landlord.

Landlord's Signature:		Tenant's Signature: I have read the terms and conditions on the back of the contract and the description of the Gite (pages 3 and 4):	
Date:	Town:	Date:	Town:
Please tell us how you heard of us:			

## General Rental Conditions

**Article 1. Purpose:** This contract is for the exclusive use of Clévacances vacation rentals and only French law is applicable to the contract. This English version of the contract is provided in good faith but should it differ or contradict the French version or should it in any way be unclear, the French version, as available on the gite web site, <http://www.gite-piquetalen.fr/Contrat.pdf> will apply.

**Article 2. General Provisions :** No change in the contract will be accepted without the written consent of both parties.

The owner agrees not to disclose to any third party any information of any kind, on any medium whatsoever, that the tenant has passed to him on agreeing this contract.

The above provision in regard to information does not apply where inquiries are made by the government and/or by the Courts or Police.

**Article 3. Conclusion of Contract and Payment:** The reservation becomes effective when the tenant has returned to the owner a signed copy of this agreement and the amount of the advanced payment ( maximum 25%) for the rental and has received back a copy of the contract signed by the owner. The balance of the rent must be paid on the day of arrival after the renter has checked the property and signed a form agreeing the state in which the property is handed over to him. The Tenant agrees that this check may be carried out either by the owner or by a duly authorized agent of the owner and with a written proxy.

Expenses not included in the rent must be paid at end of stay .

**Article 4. Security Deposit:** On arrival the tenant will need to pay a security deposit equal to 50% of the total rent. This is in addition to the balance of the rent. The security deposit will be returned within a maximum period of one month after the departure of the tenant, by the owner, after any deductions made to cover any damage incurred to the property. The amount thereof shall be duly justified by the owner on the basis of the inventory departure check , quotes, and invoices. If the deposit is insufficient, the tenant agrees to complete the sum on the basis of evidence provided by the owner. The deposit shall in no way be taken as part payment of the rent.

**Article 5. Duration:** The tenant must vacate the premises at the time specified in the contract or at a time convenient to the owner, after the state of the property has been checked . The tenant may in no circumstances invoke any right to remain in the premises on the expiration of the rental period originally specified in the contract , unless otherwise agreed by the owner.

**Article 6. Use of premises :** The owner will provide housing in conformity with the description he has provided and keep it in a condition fit for use . The tenant will occupy the property in a peaceful way and will make appropriate use of it according to its location. The premises are rented for use as temporary or holiday accommodation (maximum 3 months). All professional or business usage is expressly forbidden

Upon his departure, the tenant agrees to leave the premises as clean as he found on his arrival. All repairs regardless of importance, necessitated by the negligence of the tenant during the rental period , will be charged to the tenant .

The property cannot be rented to third parties without the prior consent of the owner . Subletting is prohibited, even if no charge is made , under penalty of termination, with the owner having the right to retain the full amount of rent paid or due on the property.

The installation of tents or caravans parked on the grounds of the rented property is prohibited without prior consent of the owner . The number of tenants may not exceed the maximum capacity indicated on the home or catalog description. In exceptional circumstances and subject to the consent of the owner , this rule may be amended . In this case, the owner will be entitled to receive an additional payment which he must communicate to the Tenant and record on the rental contract.

**Article 7. Pet Lovers :** If the owner accepts home pets, the tenant must specify the animal(s) that will accompany him. The owner may require an additional payment be made and this will be specified in the contract. Internal rules set by the owner may apply

**Article 8. Condition of Property and inventory :** The check of the condition of the property and the inventory of the furniture and fittings are made at the beginning and end of the stay by the owner or his agent and the tenant. If unable to make the check on arrival , the

tenant will have 72 hours to check the condition of the property and its inventory and report any discrepancies to the owner . After this period, the leased assets are considered to be free of damage on the tenant's entry into the property. A form agreeing the condition of the property on exit should be signed by both parties. The Tenant agrees that the check may be performed either with the owner or his representative. If the owner or his agent finds damage, they must notify the tenant within one week.

**Article 9. Termination conditions :**

Any termination of this Agreement must be sent by registered mail so that proof of date of postage can be confirmed should there be a disagreement.

According to Article L.114 -1 of the French Consumer Code , unless otherwise specified in the lease , the amounts paid in advance to reserve the rental are considered as a deposit .

a) Advanced Payment. In the event of cancellation by the tenant before entering the premises, the deposit is forfeited to the owner. If the cancellation occurs within 30 of the arrival date, the owner has the right to demand payment of the balance (75%) due on the rental.

If the tenant does not arrive within 24 hours of the arrival date indicated on the contract , this contract is deemed to be cancelled and the owner can re-rent the property. The owner can retain the advanced payment and demand payment of the balance on the rental.

In case of cancellation by the owner , he must reimburse the tenant the full amount paid . The tenant can ask for damages or compensation.

b) In case of termination during the contract, when the contract is terminated by the owner during the term of the holiday rental , the owner must give a full justification (non- payment of rent, proven damage to the premises, complaints from neighbors ... ) . The cancellation must be made by registered letter with acknowledgment of receipt. The tenant must leave within two days of receipt of the letter notification. In this case , regardless of the cause of termination, the entire amount of rent will be retained by the owner. The owner reserves the right to retain the security deposit under the conditions specified in Article 4 "Security Deposit " .

**Article 10. Interruption of stay:** In the event of an early termination of the holiday rental by the tenant, and if the owner has not acted in a way to cause the early termination , there will be no refund, with the exception of the security deposit.

If the tenant provides a serious reason for an early termination, characteristic of force majeure unforeseeable , unavoidable and outside of the Tenant's control ) which makes it impossible to continue the holiday rental , the contract is automatically terminated . The amount of rent already paid by the Tenant will be returned on a pro rata basis ie depending on how many days the gîte has been occupied.

**Article 11. Insurance:** The Clévacances contract requires the renter to obtain insurance to cover accidental damage to the property. This is in our view, equivalent to Personal Liability Cover and is usually provided as an addition to household insurance or as part of a travel insurance policy.

**Article 12. Disputes:** All claims must be addressed as soon as possible to Clévacances Tarn, which will attempt to arbitrate the dispute. Clévacances Tarn will only intervene:

- if the contract was signed by both the landlord and tenant ,
- if the claim is made within the first three days after arrival , for any dispute concerning the state of the premises or the description of it
- at the end of the stay for all other disagreements. For all disputes which may arise in relation to this contract , only the relevant courts in the area of the property will have jurisdiction.

# ÉTAT DESCRIPTIF POUR 'LE GITE DE PIQUETALEN' DESCRIPTION OF 'THE GITE DE PIQUETALEN'

En français et anglais  
In English and in French

<b>INFORMATIONS GÉNÉRALES/GENERAL INFORMATION</b>	
N <sup>o</sup> d'agrément de la location: Clévacances registration number:	P841
Catégorie/Category:	3 clés/3 keys
Adresse de la location/Gite address:	645 route de Labastide, Piquetalen, 81500 Ambres, France
Année de la construction/Year of construction:	2007
Construction:	Recente/Recent
Type de bâtiment/Type of building:	Maison indépendante/Detached house
Type de logement/Type of accommodation:	T3/two bedrooms
Capacité d'accueil labellisée/Approved capacity	4 personnes/4 people
<ul style="list-style-type: none"> <li>Poêle à bois/Woodburning fire</li> <li>Jardin privé non clôturé/Unfenced private garden - env/appr 300m<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Terrasse/Terrace – env/appr 20m<sup>2</sup></li> <li>Veranda – env/appr 20m<sup>2</sup></li> <li>Parking privé/Private Parking</li> </ul>

<b>DESCRIPTION DE LA LOCATION/DESCRIPTION OF THE RENTAL PROPERTY</b>	
Surface au sol totale de la location/Total floor area: 60m <sup>2</sup>	Mobilier/Furniture: Contemporain/Contemporary
Surface habitable/Habitable area: 60 m <sup>2</sup>	Cuisine et pièce de jour/Kitchen and Living Area: environs/approximately 31m <sup>2</sup>
1 Salle de bains et 1 WC (WC est incorporé dans la salle de bains)/1 Bathroom and toilet (toilet is in the bathroom): environs/approximately 4m <sup>2</sup>	Chambre 1/Main bedroom: environs/approximately 10m <sup>2</sup>
Chambre 2/Second bedroom: environs/approximately 15m <sup>2</sup>	Cuisine/Kitchen: Américain/Open plan
Lits/Beds: 1 x 140cm (double) 2 x 90 cm (singles) équipés d'oreillers, couettes et protège matelas provided with pillows, duvets and mattress protectors.	Chauffage/Heating: Chauffage central électriques avec radiateur dans chaque pièce + poêle à bois/Electric central heating with radiators in every room+ wood burning stove
Ventilation: VMC électrique/electric extractor system	Volets/Shutters

<b>ÉQUIPEMENT</b>	
<ul style="list-style-type: none"> <li>• batterie de cuisine complète/full set of utensils</li> <li>• Réfrigérateur avec congélateur/fridge freezer</li> <li>• table de cuisson vitrocéramique/ceramic hob</li> <li>• four électrique/electric oven</li> <li>• four micro-ondes/micro oven</li> <li>• 1 x lit-bébé/cot</li> <li>• Chaîne Hi-Fi/Hi-Fi equipment</li> <li>• Lave-linge/washing machine</li> <li>• Grille-Pain/Toaster</li> <li>• Salon de jardin/Garden furniture</li> <li>• Barbecue sur pied/standing barbecue</li> </ul>	<ul style="list-style-type: none"> <li>• Vaiselle pour 6 personnes/crockery for 6 people</li> <li>• Hotte aspirante/Extractor hood</li> <li>• télévision couleur écran plan/flat screen colour television</li> <li>• lecteur de DVD/DVD player</li> <li>• Cafetière électrique/electric coffee maker</li> <li>• Robot/food processor</li> <li>• 1 x chaise-bébé/high chair</li> <li>• Lave-vaisselle/Dishwasher</li> <li>• Sèche-cheveux électrique/hair dryer</li> <li>• Aspirateur/Vacuum cleaner</li> </ul>

<b>SITUATION DE LA LOCATION/LOCATION OF THE RENTAL PROPERTY</b>	
Dans un hameau/Hamlet	Exposition de chambre 1/Main bedroom faces: Nort-Est/North East
Exposition des pièces de jour/Living area faces: Nord-Ouest/North West	Exposition de chambre 2/Second bedroom faces: Sud-Est/South East
Ville la plus proche/Closest town: Lavaur 3/4km Toulouse Blagnac Aéroport: 40km	Contient:Contains: <ul style="list-style-type: none"> <li>• Gare SNCF/Railway Station</li> <li>• Autocars et Taxis/Buses and taxis</li> <li>• Epicerie/Grocery store</li> <li>• Supermarché/Supermarket</li> <li>• Hôpital/Hospital</li> <li>• Pharmacie/Chemist</li> <li>• Médecin/Doctor</li> </ul>

<b>LOISIRS/LEISURE ACTIVITIES</b>	
• Piscine/Swimming Pool: 4 km	• Tennis: 4km
• Equitation/Horse Riding: 12km	• Canoë: 10 km
• Golf: 15km	• Jardins des Martel: 7km

<b>MODALITÉS ET PRIX DE LOCATION/TARIF AND PAYMENT</b>	
Nos tarifs, pour les réservations direct, sont publiés dans la brochure de Clévacances et sur notre site internet. Les prix comprennent toutes les charges. Les tarifs sont différents pour les sites tels que Abritel/HomeAway et TripAdvisor.	Our prices for direct reservations are shown in the Clévacances brochure and on our internet site. The price is all inclusive. Our prices are different on web sites such as Abritel/HomeAway and TripAdvisor.

**Ce document s'inscrit dans le cadre du contrat de location pour le Gîte de Piquetalen.  
 This document forms part of the rental contract for the Gite de Piquetalen**