



## GENERAL TERMS AND CONDITIONS GOVERNING THE RENTAL CONTRACT

The present apartment rental is agreed to under the following terms and conditions :

### I –LEGAL REGIME OF THE CONTRACT

The present furnished rental agreement is for temporary, linked to a function or position of employment. The premises may also be used as a temporary residence.

Under no circumstances may they constitute the dwelling or primary residence of the CLIENT. The CLIENT may not use the premises for any commercial, trade or professional purposes. The contract is therefore governed by the measures set out in articles 1714 to 1762 of the French civil code and by the conditions set out in the present contract, which supplement the code.

### II ESTABLISHING THE CONTRACT

#### RESERVATION AND PAYMENT

1. The client make his booking on line pying the total amount of the rent and the security deposit, and return back the rental contract signed
2. For the rent under 10 days, the security deposit would be charged as an hold on your credit card, which has one month's validity and it would be canceled automatically within the time limit
3. For rental agreements of less than one month, the CLIENT makes a reservation by returning a signed copy of the contract to PARISIAN HOME together with an initial payment of 50% of the rental fee. The balance of the reservation must by paid 15 days before the beginning of the rental period.
- 4 For rental agreements of more than one month, the CLIENT must return a signed copy of the contract to PARISIAN HOME, together with an initial payment of 50% of the first month's rental fee. The balance of the reservation, equal to the first month's rental fee, must be paid 15 days before the beginning of the rental period. The current rent are due upon receipt of invoice
5. If the reservation is made less than 15 days before the beginning of the rental period, the TENANT must return a signed copy of the contract to PARISIAN HOME with the corresponding payment, i.e.:
  - a. For rental periods of less than one month, the full rental fee.
  - b. For rental periods of more than one month, the full 1st month's rental fee.

#### CONFIRMATION BY PARISIAN HOME

Within a maximum of 10 days after receiving the initial payment, PARISIAN HOME in acknowledging receipt of this confirms the availability of the apartment to the TENANT.

Upon receipt of the confirmation sent by PARISIAN HOME to the TENANT, the commitment by both parties becomes firm and the initial payment is due to PARISIAN HOME.

If the apartment initially proposed to the CLIENT is unexpectedly unavailable, PARISIAN HOME reserves the right to transfer the TENANT to a similar apartment or one of a higher standing.



PARISIAN HOME cannot guarantee a specific apartment but only an apartment in the rental fee category reserved by the CLIENT or one of a higher standing.

If the rental fee for the new apartment is higher than that of the one initially reserved, the CLIENT will not have to pay the difference.

If the rental fee is less than that initially agreed upon, PARISIAN HOME will apply the new rental fee and reimburse any amount overpaid by the CLIENT.

Should the CLIENT refuse the replacement rental proposed by PARISIAN HOME, the amount of the initial payment made by the CLIENT will be reimbursed in full as a final payment.

### **III – RENTAL PERIOD AND EXTENSION, INITIAL PAYMENT AND CANCELLATION, TERMINATION**

#### **RENTAL PERIOD**

The duration of the contract is freely fixed between the parties. The rental agreement will expire automatically on the last date of the rental period as indicated in the contract, without any notification being required.

The rental period cannot be extended without specific, prior and written agreement from PARISIAN HOME.

Should the CLIENT wish to extend the rental period, PARISIAN HOME will propose the same apartment, on the condition that it is available. The CLIENT will endeavour to inform PARISIAN HOME within the following time frame and before the end of the initial signed contract:

1. Three days prior for a rental period of one month or less
2. One week prior for a rental period between 1 and 6 months
3. One month prior for a rental period of 6 months or more

#### **INITIAL PAYMENT AND CANCELLATION**

In consideration of the time required to prepare each apartment, an initial payment is paid by the CLIENT.

In the case of cancellation more than fifteen days before the beginning of the rental period, the initial payment will be retained and owed to PARISIAN HOME.

In the case of cancellation less than fifteen days before the beginning of the rental period, the CLIENT is liable for the full amount of the rental period, limited to a maximum of one month's rental fee.

#### **TERMINATION OF THE CONTRACT DURING THE RENTAL PERIOD**

For contracts of less than 2 months, early departure will not be reimbursed.

For contract greater than 2 months, the contract may be terminated by email or post:

By the CLIENT, at any time, by advising PARISIAN HOME two months in advance, reduced to one month in the case of a first job, a job transfer, loss of employment or a new job further to loss of employment.



Should the CLIENT be paying a reduced rental fee (applicable to longer term rentals of over 6 months) and the termination leads to total occupation of less than six months, PARISIAN HOME will apply to the CLIENT the monthly tariff for less than 6 month contracts.

By PARISIAN HOME, by advising the CLIENT at least two months before the end of the contract. If this reduces the rental period, the reduced rental fee will still apply.

Should the CLIENT be in breach of or not fulfil the obligations imposed in the present contract, the termination clause may be applied (see XI – Termination Clause).

#### **IV – FEES AND SERVICES**

The following services are included in your rental fee:

- Building and contents insurance
- Internet subscription. Given that this is free, PARISIAN HOME cannot be held responsible for any connection problems. PARISIAN HOME undertakes to do everything it can with the relevant Internet service provider to re-establish the connection. If an apartment does not have an Internet connection, the TENANT can rent a 3G dongle from PARISIAN HOME at the going rate.
- The sheets, pillowcases, towels, tea towels that are in the apartment
- A cleaning and hygiene kit
- A Welcome kit (wine, chocolate)
- The co-ownership standing charges paid by the owner

The following services are NOT included in your rental fee:

- Gas and electricity usage:  
A provision is paid for the utilities charges basis and then adjusted for real usage according to the meter readings we take at the end of the contract. As an indication, the average electrical usage is set at: 10KWh/day for a studio, 15kWh/day for a 2-room apartment, 20KWh/day for a 3-room apartment, and 25KWh/day for a 4-room apartment.
- Service call-outs with regards to the use of equipment, if due to misuse or misunderstanding by the CLIENT.
- Occupancy charge. In order to compensate the wear and tear on the household linen provided, an occupancy charge is payable per day and by type of apartment. This charge is variable according to the length of stay and the number of occupants.
- TV/Telephone charges incurred by the CLIENT that exceed the Internet package (which is included in the rental fee) are payable by the CLIENT. Details of the charges that exceed the package will be provided by PARISIAN HOME.

#### **V -DEPOSIT**

All rental contracts require the payment of a deposit, which will be cashed upon receipt by PARISIAN HOME.

No more than 15 days maximum before the beginning of the rental period, the CLIENT must pay this deposit to PARISIAN HOME, together with the balance of rent owed for the rental period. This deposit covers any damage (stains, breakages, physical damage, etc.) that may be caused to the furniture or other fixtures in the furnished premises.

The deposit will not earn interest and can under no circumstances be used in lieu of rental fees.



Any damage caused to the furniture, appliances, the paintwork or the floors, must be repaired or the cost of repair reimbursed to PARISIAN HOME, at replacement value.

The deposit will normally be returned within one month of the CLIENT's departure and no later than two months following departure. The deposit (or balance after deductions) will be reimbursed as per the CLIENT's choice, either by cheque, bank transfer or by paypal. If the method of reimbursement involves a surcharge in comparison to postage or a transfer, this will be due by the CLIENT and deducted from the deposit.

PARISIAN HOME is not responsible for any fluctuations in exchange rates between the date of receipt of the deposit and the date of reimbursement.

Other than any deductions for damage to the premises, a deduction may be made for cleaning the premises; the amount will depend on the time spent by the cleaner and charged at the going hourly rate.

The deposit will be reimbursed after deduction of any money owed for gas and electricity used, telephone and TV charges, any special services provided and any repairs required due to damage by the CLIENT in the premises. If special services are required (e.g. TV channels) by the TENANT, these must be subscribed to and paid in advance.

Returning keys at the end of the rental period does not indicate in any way that the apartment has been left in a satisfactory state.

## **VI-OCCUPATION**

The premises may not be occupied by more people than mentioned in the contract, unless specific permission is given by PARISIAN HOME. Otherwise, PARISIAN HOME reserves the right to demand an additional rental fee or to refuse the client access to the premises rented.

If these conditions are not respected, PARISIAN HOME reserves the right to retain the deposit, in full, until payment of the additional occupancy charge.

## **VII -INSURANCE**

PARISIAN HOME has company insurance with L'Européenne d'Assurances Voyages and Thelem Assurances under contract n°7904961.1420184.335, with effect from 1st December 2002 and an amendment dated 1st June 2010, for all rental risks, civil liability for the tenant, civil liability for the owner (note summarising cover is annexed to the present contract). This insurance is recharged to the TENANT occupant on the basis of 3% of rental cost and included visitor's tax. For stays of a year the insurance will be billed on the basis of an estimate.

As an option the TENANT pay take out cover with PARISIAN HOME for cancellation of the rental. The premium is set at 2.5% of the total amount of the rental and also covers all rental risks, civil liability for the tenant, civil liability for the owner. The TENANT is, in this case, not liable for the insurance charges mentioned in the paragraph above.

Details of the insurance contract are available to the tenant on request.



If the contract, under exceptional circumstances, is extended for a total period of more than 12 months, the tenant will be responsible for taking out their own insurance policy to cover rental risks and civil liability with a company known to be solvent and to provide justification thereof to PARISIAN HOME before the rental contract is extended and as soon as the rental period exceeds 335 nights, otherwise the contract can be terminated at the tenant's full responsibility. As an option, the client can take out this insurance with PARISIAN HOME, and the premium will be calculated according to the type of apartment and its location.

## VIII – PRINCIPAL CLIENT OBLIGATIONS

The client is bound to:

1. The cost of the rental period and the charges (additional costs) upon receipt of invoice

The keys will only be given to the client if all the sums owing have been paid in full, and furthermore proof of payment must be available before the keys can be handed over (receipt of transfer and sums credited). If proof of payment is not available before the keys are handed over, PARISIAN HOME will under no circumstances be liable to pay compensation to the CLIENT for any potential moving costs incurred by the latter.

Regular rental fees are payable according to the schedule of payment attached to the present contract.

2. Occupy the premises for private use only, excluding all commercial, professional or industrial activities, as the CLIENT acknowledges that this rental agreement is granted only for a temporary stay, professional or private.

3. Not do anything that, by their own actions or those of family or friends, may disturb the neighbourhood or other tenants.

4. As the occupier, respect the building's tenancy regulations (if the building is a co-ownership) and any other applicable collective regulations, which tenants may acquaint themselves with by requesting a copy of these documents from PARISIAN HOME (or by reading them if they are posted on a notice board).

5. Occupy the premises personally and under no circumstances, transfer occupancy rights for the present rental agreement, even without charge, nor sub-let the apartment.

6. Take care of the furniture provided in the premises and use the appliances in a normal way and in accordance with their function; and report any faults to PARISIAN HOME. Refrain from adding any furnishings or fittings other than household linen or small decorative items without prior agreement from PARISIAN HOME.

7. Refrain from moving furniture and/or changing the general layout of the premises, and particularly from removing any furniture, without prior agreement from PARISIAN HOME.

8. Desist from interfering, in any way whatsoever, with the electrical, gas and water installations in the rented premises. Undertake to pay for immediate repairs that may be required due to incorrect use of these installations. Desist from damaging the walls (e.g. making holes) in order to hang any personal effects.

Abstain from throwing anything away in the sinks, showers, baths, bidets, WC that might block the waste pipes, otherwise the TENANT may be liable for the cost of resoring these to working order. Desist from claiming any reduction in the rental fees or any compensation if any urgent repairs that are the responsibility of the landlord become necessary during the rental period.



It is noted that in the case of the breakdown or malfunctioning of electrical appliances, under no circumstances is the tenant entitled to any compensation or reduction in rent; this also applies for all services that are not the direct responsibility of the landlord (e.g. internet access, cable TV, building central heating system, etc.).

9. Not bring any domestic animals (dogs, cats, etc.) into the rented premises without prior authorisation from PARISIAN HOME; the possibility of which is subject particularly to the animal not causing any damage to the apartment, to the fixtures and fittings, to the building, nor any problems for the neighbours. This possibility, should it arise, will be charged at the going rate.

10. Allow work to be carried out in the premises during the rental period that is clearly urgent and cannot be delayed.

11. Keep the apartment in an orderly manner and, at the end of the rental period, leave the premises clean and well kept.

Otherwise, PARISIAN HOME will charge for the cost of cleaning, repairs and/or replacement, by deducting the cost from the deposit.

It is agreed by the CLIENT that on the day of departure, sheets will be removed from the beds (and left on the floor), the bins emptied, the kitchen cleaned and cutlery and crockery washed and put away. Otherwise, an additional cleaning charge will be invoiced at the going rate and deducted from the deposit.

If this is insufficient, PARISIAN HOME reserves the right to pursue the CLIENT legally.

The cleanliness of the apartment is systematically checked before the arrival of the CLIENT.

For stays of more than one month, PARISIAN HOME reserves the right to check that the apartment is in good condition during the CLIENT's stay, (giving 48h prior warning). If the apartment is not being kept to a high enough standard of cleanliness by the CLIENT, PARISIAN HOME reserves the right to have the apartment cleaned and to invoice the cost of cleaning or to request the termination of the rental agreement.

12. Not hold PARISIAN HOME responsible for the possible delay in repairing a fixture (appliance, furniture, accessories, etc.) during the stay.

In the case of damage caused by the CLIENT, if the apartment cannot be rented out again immediately after the departure of the latter, every night the apartment cannot be rented out will be charged to the client at the going rate as damages, notwithstanding the cost of reinstating the apartment which will also be charged to the CLIENT.

13. To apply through PARISIAN HOME for any service provider to intervene in the apartment. The CLIENT will not be reimbursed by PARISIAN HOME for any service provided independantly.

Likewise in the case of a request for internet help for a user problem. A fixed sum of 90 euros including travel and assistance will be invoiced.

14. Pay, for all items that are missing, broken, damaged or defaced a sum equivalent to the replacement value, which will be deducted from the deposit. The minimum amount deducted for damage or other such incident is 35€.

The cost of refurbishment may include:

general cleaning: 28 € per hour;



cleaning of rugs: 100€ lump sum +5 € per m<sup>2</sup>;  
replacement of carpet, ceramic tiles or vinyl flooring: 8 € per m<sup>2</sup>;  
repairs to wallpaper: 10 € per m<sup>2</sup>;  
repairs to fixtures and fittings: cost of replacement or repair invoiced according to a prior estimate.

This list is not exhaustive. Other than the costs of refurbishment, a sum equivalent to 10% of these costs, with a minimum of 50€, will be charged by PARISIAN HOME for administrative costs whatever the nature or amount of the damage. This fixed and non-negotiable amount relates to costs incurred other than those mentioned above (administration, time spent, managing trades people, etc.).

These costs are indicative and subject to change.

15. Inform PARISIAN HOME immediately of any accident, damage, breakdown or problem that occurs in the rented premises, even if these do not appear to leave any visible damage.

16. If for personal reasons, and in agreement with PARISIAN HOME, the client wishes to change apartments, a fixed sum of 100€ will be invoiced (administrative costs due to the change of apartment) as well as any additional rental fee as applicable.

17. If the apartment is equipped with a fireplace, it is specifically noted that all fireplaces are purely decorative; it is strictly forbidden to light a fire. PARISIAN HOME's insurance policy does not cover damage caused by CLIENTS under these circumstances. The CLIENT is held entirely responsible for any damage of this nature. PARISIAN HOME may request (even if there is no apparent damage) the termination of the rental contract, immediately and without written warning.

18. A set of keys is handed to the CLIENT upon arrival, a second set of keys is available on request, and a third set can be provided but will be invoiced. Upon departure, one set of keys must be returned to the agency and the other set left in the apartment. If the CLIENT only has one set of keys, these must be left on the key-hook next to the main entrance or in evidence on the table. If this is not possible, the CLIENT must return the keys to the agency. The CLIENT is responsible for the keys during the rental period. If the keys are lost, the CLIENT must pay for the cost of their replacement (including the cost of the lock and all the other existing keys).

19. Allow the premises to be visited, with a view to sale or rental, two hours per day on weekdays.

20. Follow the instructions set out in the two last paragraphs of this contract entitled: Arrival and departure procedures.

21. Make sure not to leave any personal effects behind on departure. Any personal effects belonging to the CLIENT that are left in the apartment will be kept by PARISIAN HOME at the CLIENT's risk. After notification, they will be kept for a maximum of one week. If the CLIENT wishes them to be sent on by post, all postage costs will be invoiced.

22. All the apartments are non-smoking. Smoking in an apartment will give rise to the payment of compensation that will be proportionate to the costs involved, such as laundry, dry-cleaning, and damages to compensate for the nights during which the apartment cannot be rented out after the departure of the CLIENT, other costs notwithstanding. A minimum penalty of 130€ will be invoiced.

## X - MAIN OBLIGATIONS FOR PARISIAN HOME:



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www.parisianhome.com - info@parisianhome.com



It is agreed that PARISIAN HOME will:

1. Present the premises in a state fit for the purpose, clean and well maintained, and all fixtures and fittings listed in the contract in good working condition.
2. Ensure the CLIENT undisturbed use of the premises and guard against any irregularities that might prevent this.
3. Maintain the premises in a manner that allows for their intended use.

## X - PENALTY CLAUSE

Any late payment of rental fees and/or fees of for additional services will lead to an automatic penalty of 10% of the amount owing, without any written warning being necessary, in derogation of clause 1230 of the Civil Code.

## XI- TERMINATION CLAUSE

In the case of any default on any payment or part payment on the due date of any rental fee, and/or any additional services and/or charges, and/or if any of the present conditions are not respected, and one month after a simple demand for payment or a summons to pay remains without effect or with only partial effect during this period, the rental agreement will be automatically terminated without any other formality, even if payment is made or held over after the one month period.

The same conditions apply in any case where the CLIENT does not respect the terms and conditions of the present documents, even if the CLIENT then meets these after the aforementioned period of one month.

In the case of refusal to vacate the premises, the only procedure required to enforce this, is notification of a simple provisional ruling by the President of the district court of the place where the rental property is located, making a provisional ruling.

Any offer of payment or implementation after the expiry of the aforementioned period will be considered null and void and will not prevent a termination and expulsion order being carried out, except at the discretion of PARISIAN HOME.

All procedural costs (including costs and fees for bailiffs and lawyers), court costs or costs of preventative measures will be at the cost of the CLIENT and will be invoiced as part of the final account owed by the CLIENT.

If, after the rental agreement has been terminated, the premises are not made available to PARISIAN HOME on the agreed date, vacant of all occupation and effects, the occupancy charge owed by the CLIENT or their beneficiaries until effectively vacating the premises, will be equivalent to the last rental fee paid, with an additional penalty of 50%, not including the occupancy charge and any standing or utility charges, without prejudice to any other costs and damages.

The above clause is explicitly agreed to and accepted by the parties. It represents the will of the parties and constitutes an explicit derogation to the final paragraph of article 1184 of the Civil Code. The parties must therefore strictly adhere to this clause, as it represents the law as per article 1134 of the Code Civil.

X



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## **II- FURNITURE AND FITTINGS INVENTORY, PROPERTY INSPECTION (PI) AND GENERAL STATE OF THE APARTMENT**

### **For contracts of less than 3 months:**

The detailed inventory and property inspection must be established between the parties without their simultaneous presence. They will be provided by PARISIAN HOME and available upon arrival. They must be signed and initialled then returned to the agent no later than 48h after arrival.

From arrival in the apartment, the CLIENT has two full days to contest the signed inventory and property inspection report by sending PARISIAN HOME an email, with proof of receipt, or a registered letter with proof of receipt or hand deliver a letter mentioning the anomalies or the missing items.

The CLIENT agrees to allow PARISIAN HOME to check the missing items or furniture and the general state of the apartment.

If no notice contesting the document is received according to the timeframe and abovementioned methods, the CLIENT will be considered to have agreed with the inventory and the property inspection report supplied by PARISIAN HOME, invalidating any later claim.

### **For contracts of more than 3 months:**

A property inspection in the presence of both parties will be carried out within 48h of arrival in the apartment.

The apartment is described on the PARISIAN HOME web site. This presentation includes photographs, text and a list of equipment. Surface areas indicated are not measured according to the "Loi Carrez" and are therefore not contractual. They are indicative only, are not the responsibility of PARISIAN HOME and cannot be guaranteed.

The decoration, fixtures and fittings in the apartment may change over time without the photos on the PARISIAN HOME web site being updated. PARISIAN HOME cannot guarantee the decor nor the availability of a particular appliance.

The CLIENT undertakes to allow PARISIAN HOME to check the apartment for the objects or furniture said to be missing.

## **XIII- NATURE OF THE PRESENT DOCUMENTS**

The present contract with the CLIENT constitutes a sub-letting agreement granted by PARISIAN HOME, who is the landlord's main tenant.

By explicit agreement, the present contract is not subject to the laws governing tenancy agreements (as defined by the law of 6th July 1989). It is not subject to the status of commercial rental and sub-letting contracts (article 145-1 to 145-65 of the commercial code of law) nor to that governing furnished rentals covered by articles L632-01 of the building and residential code of law.

The present contract is subject to the rules governing parties in a civil rental agreement excluding all notions of primary residence, permanent residence, commercial or otherwise.



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Therefore, the present contract is subject to the full agreement of the parties and to the clauses of the Civil Code (articles 1714 to 1762).

#### **XIV- DOMICILIATION – JURISDICTION FOR ANY DISPUTES**

For the purposes of the present contract, the parties can be officially contacted at their respective addresses indicated on the present documents, and in the case of any dispute as to the interpretation or application of the present contract, they acknowledge the civil jurisdiction of PARISIAN HOME's corporate headquarters.