

# FRANCE BY HEART

*French Friends' Network of Vacation Rentals*

## France By Heart Rental Agreement

**FRANCE BY HEART (FBH) and \_\_\_\_\_ (Client)**  
**agree to the following Terms and Conditions of Rental Reservation contract.**

FBH offers vacation rental reservation services for short-term holiday properties in France. FBH makes every effort to accurately describe the accommodations. All descriptions and information are supplied in good faith. FBH is not liable for any error or inaccuracy in the literature provided or for mistakes or misrepresentations by owners, in regard to construction, furniture, gardens, garages, surroundings or other conditions of the properties. FBH provides rental reservations for properties that are generally private residences that are well maintained, furnished, and cleaned to the owners' best standards. Clients should bear in mind the differences in standards from one country to another, and even from one client to another, and they should not anticipate hotel level accommodations or services.

FBH is not liable for any temporary defects or stoppages in supply of electricity, gas, water, or plumbing. FBH is not liable for any loss, damage, or inconvenience of Client caused by weather, riot, war, strikes, and sickness or for destruction, damage or sale of the reserved property, or for any cause of inconvenience beyond its control. Client understands that FBH does not own any rental accommodation and undertakes to act only as agent for the Owner. FBH reserves the right to refuse or cancel any booking for accommodations, in which case all money paid by Clients shall be refunded in full, and FBH total liability shall be limited only to such amount advanced by Client.

Client agrees to inform local contact in France of any loss, damage, or other problem occurring with regard to the property. If any issue is not resolved with the local contact satisfactorily, then the Client must report the problem immediately directly to FBH and document all issues in writing. Client agrees to be responsible for the inventory of all items, which may be broken, damaged, or missing, and for all debts or charges not included in the rental price that client incurs during occupancy. Client agrees to occupy the property peacefully and abide by customary standards of acceptable behavior in France, and to leave property in good clean order at the end of Client's occupancy. Client will hold FBH and the Owner of the property, harmless from any claim, loss, or damage to persons or Clients property, however caused, which occurs on or about the property rented, or in connection with travel to and from. Client agrees to hold FBH and Owners harmless from any claim from other members of the Client's party and accepts the sole responsibility for any loss, damage, or inconvenience of other members of their party, family, or guests.

Rental offerings are subject to errors, omissions, prior bookings, change, withdrawal without notice, and approval of Client and acceptance of contract by FBH. Photos of properties are non contractual and will not be recognized as basis for any claim. They are intended to give a general idea of the appearance and atmosphere of the property, and serve no other purpose.

Reservations for one week or less must be paid in full at the time of booking. Reservations for more than one week require 50% of the total rental cost to be paid at booking time. The balance must be paid not later than 90 days before start of occupancy. FBH will provide client with an arrival voucher (certificate of occupancy), and written confirmation of reservation, after final payment has been made. For all properties, a refundable security deposit is required to be paid in full at least two weeks prior to arrival. This is to cover possible damages, and/or additional charges. The balance of the security deposit to be refunded is sent to Client within five weeks after the date Client left the rental property.

Charges for daily or weekly maid service, transfers between airport and property, airfare, car rental, car insurance, taxes, food, drinks, cleaning supplies, personal items, and phone charges are not included, unless otherwise specified in writing. In some cases additional charges for specific utilities may apply.

Occupancy commences after 4 PM on the day of arrival, and terminates by 10 AM on the day of departure unless other arrangements have been made with FBH. The number of people occupying the property must not exceed the number in the accompanying BOOKING FORM; otherwise the booking can be cancelled without refund. If other, unauthorized, people occupy the property, FBH or the property Owner (or Owners agent) has the right to charge additionally for the extra people, or refuse entry.

Houses and apartments are not commercial entities like hotels. They are booked far in advance, and they are not easily re-rented. We strongly recommend that Clients take out Travelers/Cancellation Insurance to cover any unforeseen medical or other type of emergency, which would prevent them from occupying the property booked.

Cancellations must be made in writing and will be calculated from the date of receipt by FBH. Cancellation charges for rentals up to one week will be the full rental amount. Cancellation charges for rentals of more than one week will be as follows: 50 % of total price if cancellation happens more than 90 days prior to the beginning of the rental period, or full rental amount if cancellation happens less than 90 days prior to beginning of rental period. Should the accommodation be re-rented to another customer, the amount of the rent would be refunded, minus a charge of 30 % to 80 % of the total rent, depending on the property rented. (Please inquire for specific percentage regarding the rental property you chose).

All contracts between Client and FBH are held to be made at the location of its office in California, and are subject to the laws and jurisdiction of the State of California. In case a dispute between the parties occurs the parties agree that resolution will be obtained by arbitration with the American Arbitration Association and conducted in Marin County, California. Should a conflict between Client and an owner occur, the jurisdiction place would be based upon the location of the property in France.

**Client acknowledgement and agreement on the conditions described above:**

I, the party leader, am fully aware that all use of the rental property and its facilities is entirely at our own risk. The owner of the property, as well as his rental agents, accept no responsibility for accidents of any nature occurring within the boundaries of the property and its immediate surroundings. I also acknowledge that I have been advised to take a fully comprehensive, all risks, Travel Insurance and Personal Liability Insurance.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed first and last name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phones: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Property Rented: \_\_\_\_\_ Rental Period: \_\_\_\_\_ to \_\_\_\_\_