



CONTRAT DE BAIL SAISONNIER

The purpose of this contract is the rental of a dwelling thus determined:

The General Rental Conditions for short-term housing are rules and clauses that govern the terms of use and rental of housing for a limited period. They establish the obligations and rights of the Tenant as well as the Lessor, define the reservation procedures, responsibilities in case of accidents, damages, or delays, as well as procedures in case of complaint.

Last updated: 21/03/2023

Article 1: Scope of the Rental

Conciergerie Leroy provides the Tenant with the accommodation described in the specific conditions. This rental, of a personal and non-transferable nature, is subject to the provisions of this Contract.

Article 2: Preconditions for Conclusion of a Rental Contract

2.1. Conditions related to the Tenant's status

The Tenant undertakes to be the primary responsible party for the accommodation and has the possibility to designate one or more additional persons. This designation must be specified at the time of conclusion of the rental contract. They are ready to assume responsibility for the accommodation for the entire rental period.

Who can be a Tenant? Any natural person meeting these criteria:

- Be at least 18 years old, with a valid identity card or passport;
- Hold a profile verified by rental platforms;
- Have a bank card in their name;
- Present a reservation proof upon arrival;
- Have a valid email address.

For legal entities:

- Provide a Kbis extract dated less than one month ago (or a copy of the articles of association for associations);
- Present a power of attorney from the corporate officer accompanied by a purchase order and a copy of their identity document;
- Possess a valid bank card;
- Have a valid email address.

2.2. Exclusion

The rental of the accommodation is only permitted to persons expressly designated and/or identified in the Rental Contract. Likewise, any person unable to present the identification documents listed in Article 2.1 above is expressly excluded from the right of access to the accommodation. If the Tenant authorizes the presence of an unauthorized person in the accommodation, this will be considered a violation of the General Rental Conditions. The Tenant will then be held responsible for all consequences that may arise, including the possibility of having to compensate the Owner for any damage caused by the Tenant and/or an unauthorized person.

Mise à jour du Document rédigé à
Boulogne-sur-Mer, le 21/03/2023
pour chaque partie concernée

03 91 90 02 56





Article 3: Conditions for Conclusion of the Rental Contract

3.1. State of the accommodation at the date of signing the Rental Contract

The Lessor provides the Tenant with the accommodation and any accessories, in accordance with the descriptions specified in this Contract. The Tenant acknowledges that the accommodation is handed over to them by the Lessor in good condition, clean, and without apparent damage, except for those expressly identified. Any defect not reported upon arrival at the accommodation, with an obligation to proceed with the Check-in / Check-out on the space dedicated to the deposit, will be attributable to the Tenant. It is the responsibility of the Tenant to return the accommodation in a condition consistent with that observed at the beginning, and to settle with the Lessor any eventual costs for restoration or compliance.

3.2. Security Deposit (For accommodations with an online Deposit request)

At the time of departure for the rental, the Tenant is required to provide a security deposit. This deposit is intended to cover, retrospectively, any eventuality such as an accident, theft, non-compliance with the rental conditions, etc., and more generally, any sum not provided for in the Contract and claimed after the rental period. This security deposit is intended to cover the costs of any damages that may occur.

The Security Deposit is fully allocated to the owner or Conciergerie Leroy, to fully cover the sums due by the Tenant. The latter expressly authorizes the Lessor to deduct the amount due from this Security Deposit.

For the deposit, it is managed online with our partner Swikly. It is mandatory to carry out the Check-in/ Check-out registration with photos. It should be noted that in the absence of this operation, no claim can be made in the event of damage being noted after your stay and the check of your departure by our teams.

Article 4: Rental Procedure

4.1. General Rental Conditions

The Tenants designated in the Contract undertake not to sublet the accommodation, except with prior written authorization from the Lessor. Furthermore, the Tenant acknowledges that they have legal responsibility for the accommodation from the moment it is made available, until the keys are returned to the Conciergerie Leroy Agency at the end of the rental. From the moment the accommodation is made available, the Tenant is fully responsible for the accommodation and any consequences of its use.

As the guardian of the accommodation, the Tenant undertakes to:

Not make any modifications or additions to the accommodation or its equipment;
Not to use the accommodation for purposes other than its intended use, nor for illicit, immoral, advertising, or propaganda purposes;
Take all necessary measures to prevent damage, theft, or fraudulent removal of the accommodation, including locking doors and windows when absent, and avoiding leaving personal documents or objects visible.

The Tenant is fully responsible for the consequences of non-compliance with the conditions of use of the accommodation. They are held responsible in case of negligence, loss, and/or damage resulting from a breach of legal and regulatory provisions, and undertake to indemnify the Lessor for all damages and immobilization costs incurred.





In case of an accident, breakdown immobilizing the accommodation, or theft, the Tenant must immediately contact our assistance service, whose telephone coordinates are mentioned in the Contract, and immediately inform the Agency.

4.2. Tenant Obligations in case of a claim

In case of theft of equipment or accessories, or in case of damage, whatever the circumstances, the Tenant, as specified in the Specific Conditions, is required, as soon as they become aware of the facts, to:

Immediately report the disappearance or damage to the police or gendarmerie authorities. This report must be accompanied by a police report;

Immediately inform the Lessor;

Send to the Lessor, within 12 hours of the discovery of theft or damage, the police report, the documents of the accommodation, and the original keys.

In case of an accident, the Tenant must:

In case of victims, immediately alert the police or gendarmerie authorities to obtain a report;

In other cases, clearly write an amicable report specifying the detailed circumstances of the accident. This report must be countersigned by the third parties involved in the accident, specifying the contact details of any potential witnesses. The Tenant undertakes to write an amicable report even in the absence of identified third parties;

Inform the Lessor within 12 hours;

Send to the Lessor within 2 working days, either in person at the Lessor's premises or by registered letter with acknowledgment of receipt, the documents relating to the incident, while retaining a copy.

Article 5: Rental Price

5.1. At the time of making the accommodation available, the Tenant makes a payment by payment card on the reservation site of their choice, corresponding to the estimated rental amount.

5.2. The rental price includes the following items:

The rent specified in the Contract: this varies depending on the category of accommodation and the duration of the rental, as well as the platforms through which you have rented the accommodation. In addition, the price includes a minimum cleaning package which implies obligations and requires mutual respect for the accommodation and its use.

5.3. The rental price does not include the following items:

The Security Deposit: in addition to the rental price, the Lessor will ask the Tenant to leave

a guarantee for any additional expenses that may arise during the use of the accommodation during the rental period. This guarantee takes the form of a Security Deposit, as defined in Article 3;

Overtime exceeding 30 minutes will result in the billing of an additional day at the rate of one night, according to the variable rates generally mentioned in the Specific Conditions;

Cleaning fees: if the cleanliness of the accommodation does not comply with that observed on arrival, a cleaning package will be charged at a rate of €60 all taxes included (TTC) per hour. It is expressly requested to do your dishes, empty your bins, and put back the beds and accessories (duvet, pillow, and mattress protector);

Hygiene and protection: All rentals are provided without bed protection or towels, which remain at your expense with the possibility of providing your own protections.





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If necessary, Conciergerie Leroy offers bedding kits for two people or one person, as well as toiletry kits including two towels.

In the event of non-compliance with this rule, the replacement of accessories (duvet, pillow, mattress protector) will be charged to ensure good hygiene for future tenants. Based on rates of €100 per bed for one person and €200 per bed for two people, with additional travel or replacement costs amounting to €60.

Article 6: Rental Duration

The rental is granted for the duration specified in the Contract. A rental day is calculated from the time the accommodation is made available, corresponding to one night for accommodations used regularly. Any extension of the rental must be expressly approved by the Lessor, who reserves the right to refuse such a request. Any extension of the rental period without the prior agreement of the Lessor may be considered a diversion and expose the Tenant to civil and criminal proceedings.

In case of unavailability of the accommodation at the time agreed by the parties (for example, due to a failure resulting from a previous rental of the same accommodation), the Lessor will do their utmost to find alternative accommodation with at least equivalent characteristics within the Conciergerie Leroy network in the vicinity. If no replacement solution is found by the Lessor, the latter undertakes to request from the platform (rental site) where the reservation was made to reimburse the Tenant, within a maximum period of 8 days, any sum already paid as a reservation as compensation.

Article 7: Conditions for Returning the Rented Accommodation

The Tenant undertakes to return the accommodation to the Lessor on the date and at the agreed time, unless prior agreement with the Lessor and the regularization of a new contract.

In case of exceeding one hour of delay:

The Tenant will be charged an additional night's rental for each late period started, as well as a flat-rate penalty mentioned in the specific conditions in case of delay of more than 24 hours;

The Lessor reserves the right to take back the accommodation at the Tenant's expense.

If the Tenant wishes to return the accommodation before the date set in the contract, they must obtain the prior agreement of the Lessor.

The return of the accommodation is made by handing over the original keys to the Conciergerie Leroy agency. In case of dispute over the condition of return of the accommodation, the Lessor may appoint an expert accredited by insurance companies to examine the accommodation and draw up a descriptive and estimated report. The intervention costs of the expert are borne by the Lessor, who may request compensation from the Tenant if the damage is attributable to the latter. In case of dispute, the Tenant may also call upon an expert accredited by their own insurance companies, but at their own expense.

Article 8: Force Majeure

The Lessor cannot be held responsible, and no compensation can be claimed from them, for delays or damages resulting from the occurrence of a force majeure event, as defined by French law and jurisprudence. In this context, the Lessor's liability cannot be engaged if the provision of a rented accommodation becomes impossible due to a force majeure event.

Article 9: Protection of Personal Data





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The Lessor informs the Tenant that they collect personal data concerning them, subject to processing. The data controller is the Lessor. This processing of personal data aims to manage the rental contract for the accommodation. This collection is mandatory to subscribe to the Contract.

The Tenant may be registered in a file listing persons presenting a contractual risk, which could result in a refusal of rental.

Regarding the file monitoring people at risk, the data is also shared with all rental agencies of Conciergerie Leroy. Information relating to the management of Contracts between the Lessor and the Tenant may be retained for a period of 5 years, or longer in the event of a dispute, until the exhaustion of legal remedies. Furthermore, the data may be retained as follows: three years from the date of occurrence for acts and facts belonging to categories 1 to 3 inclusive, and five years for acts and facts falling under the fourth category.

Regarding payment incidents, associated data is removed from the file monitoring people at risk as soon as the amounts due are settled.

In accordance with current regulations, you have rights at any time (access, rectification, deletion, opposition, limitation, portability, definition of directives relating to retention, erasure, and communication of your data after death) over your personal data. For more information, you can visit the website of the National Commission for Information Technology and Civil Liberties (www.cnil.fr).

These rights can be exercised by email via the form accessible at the address conciergerieleroy@gmail.com or directly with the Lessor.

Article 10: Complaint

In case of complaint, the Tenant can first contact the customer service of Conciergerie Leroy:

By phone at 03 91 90 02 56, Monday to Saturday, from 9 am -12 pm to 2 pm -6 pm.

By email: reclamation.conciergerieleroy@gmail.com

By mail: by sending your letter to your Conciergerie Leroy center.

In accordance with the provisions of the Consumer Code relating to amicable dispute resolution, the Lessor is affiliated with the Mediator Service of FEVAD e-commerce (Federation of e-commerce and distance selling), whose contact details are as follows: FEVAD Consumer Mediator - BP 20015 - 75362 PARIS CEDEX 8 - <http://www.mediateurfevad.fr>.

After a prior written approach by consumers to the Lessor, the Mediator Service may be requested for any consumer dispute that has not found a resolution. To know the procedures for referring to the Mediator, please consult the page: <https://www.mediateurfevad.fr/index.php/espace-consommateur>.

Important Notice - False Declarations or Misleading Reviews

We draw your attention to the serious consequences in case of false declaration or misleading review on rental platforms such as Airbnb, Booking, Abritel, or ConciergerieLeroy.com, with the aim of obtaining a total or partial refund of the rental. Automatic sanctions will be applied, in accordance with the measures provided by these booking platforms. For example, if a fake review on Airbnb leads to the blocking of the rental, this will result in the deduction of the lost income from your deposit.

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It is essential to emphasize that the fight against false reviews issued by tenants is in perfect compliance with the laws of the country of rental, namely France. According to the current legislation, various offenses such as defamation, slander, denigration, insult, and blackmail

can be established.

These provisions are based on several legal texts:

Defamation: governed by Article 29 paragraph 1 of the law of July 29, 1881.

Slander: defined by Article 226-10 of the Penal Code.

Denigration: interpreted as an attack on the brand image of a company according to Article 1240 of the Civil Code.

Insult: defined by Article 29 paragraph 2 of the law of July 29, 1881 as any outrageous expression or terms of contempt.

Blackmail: defined by Article 312-10 of the Penal Code.

We insist on respecting these rules to ensure a transparent and fair rental environment.

