

## CHALET ORCIA – TERMS & CONDITIONS

*Revised November 2020*

### **A FURNISHED RENTAL IS AGREED UPON, WHOSE DESIGNATION FOLLOWS :**

TLS Travel Group Ltd. rents to the Tenant, who agrees thereto, for seasonal rental, the furnished premises whose designation is as follows.

Considering the para-hotel accommodation business conducted on the premises, the rental includes provisions of services included in the rental price and defined as follows :

- Welcoming of the Tenant and welcome gift,
- Provision and change of sheets once a week, at the middle of the stay (mid-week), of bathroom linen and house linen on request,
- Full cleaning of the chalet at defined hours,

### **1. ADDRESS OF RENTED ACCOMMODATION :**

In the city of MEGEVE (74120), 486, route des Pettoreaux,

A private and furnished Chalet called « Chalet & Spa ORCIA », with a habitable surface area of about 1 000 m<sup>2</sup>, described below :

### **2. DESIGNATION OF THE PREMISES AND PRIVATE EQUIPMENT :**

#### **BASEMENT :**

- Large garage for 6 cars,
- ski-room,
- laundry room,
- refrigerated room,
- herb tea room,
- secure relaxation space, accessible by a digicode, including : a swimming pool, cold water basin, jacuzzi, sauna, hammam, shower and separate toilet, massage room, hair-dressing room, sports room with a bike, rowing machine, elliptical, treadmill, dumbbells, gym balloons,).

**GARDEN LEVEL :**

- master bedroom n ° 1: 200x200 bed, TV, safe, lady's walk-in closet, gentleman's walk-in closet, bathroom-shower, separate toilet, and access to the terrace and the garden,
- double room n ° 2: 180x200 bed, with TV, safe, bathroom, shower, separate toilet,
- double room n ° 3: 180x200 bed, with TV, safe, shower room, shower, separated toilet,
- dormitory room n ° 4: 4 bunk beds (90x200) and a pull-out bed (80x190) walk-in closet, its bathroom, shower and separate toilet,
- double bedroom n ° 5: 180x200 bed with TV, safe, dressing room, bathroom (bath tub), shower and separate WC,
- cinema room for 10 people with "kaleidoscope movies", game consoles, and bar area.

**GROUND FLOOR :**

- entrance hall, locker room with washbasin and guest toilet,
- wine cellars, cheese cellar,
- living room n ° 1 with middle fireplace leading to balcony,
- living room n ° 2 with TV,
- office / library,
- dining room with converted terrace,
- fully equipped professional kitchen with central island and pantry.

**UPSTAIRS UNDER THE ROOF :**

- play area and children's library,
- bedroom n ° 6: 160x200 bed with TV, safe, bathroom, shower and separate toilet.

As well as a garden and outdoor car park with heated ramps.

Chalet & Spa ORCIA is equipped with a lift, a 4x4 DEFENDER vehicle (driven only by the housekeeper), a golf buggy, 4G Wi-Fi, inter-room telephony, USB drive system in all rooms including the kitchen, alarm, 3 Aubert baby cots with sheets and mattress protectors and 2 high chairs.

***In addition to this designation, the following areas are excluded from this rental:***

In the basement :

- technical rooms, accessible only to persons authorized and approved by the owner-Lessor,
- a reserved room,
- full service apartment that can be made available on specific request.

***It is hereby formally specified and agreed that animals are not admitted, except with the formal authorization of the Lessor.***

### **3. INSPECTION REPORT / JOINT INVENTORY**

The inspection and qualitative and quantitative inventory of furniture, furnishing items and various pieces of equipment are completed at the beginning and end of the stay by the Lessor and the Tenant.

If such an inventory is not completed upon arrival, due to impossibility or choice of the Tenant, the latter shall have **48 hours** to check and report any anomalies found to the chalet manager. After this period, the rented premises shall be considered complete and free from damage upon entry by the Tenant.

If the outgoing inspection of the premises is not completed due to the choice of the Tenant, or because of a departure time other than the one initially agreed upon in the contract, the Lessor shall carry out the agreed inspection unilaterally and shall return the deposit within a maximum period of **15 days** after the departure of the Tenant, if there is no deterioration and subject to repair of the premises.

If the Lessor finds damages, or in the event of the emergence after the departure of the Tenant, of damage or disorder not apparent at the time of the outgoing inspection, it shall have to inform the Tenant within **a week**, and the amount of the repair or fixing work or the purchase amounts for identical goods that may thus be made necessary shall be charged to the security deposit as specified below.

The Lessor shall make its best efforts, where appropriate, to keep any evidence of any damage to the premises by photography and shall document the same to the Tenant.

A copy of the incoming and outgoing inspection report shall be available to the Tenant.

### **4. RENT AMOUNT / EXPENSES**

The payment currency shall be in Euros. The tourist tax shall be charged additionally.

That amount includes usual charges as well as the supplies and services listed below.

#### **Charges and services included in the rent :**

- all consumption charges (electricity, water, gas heating, firewood, Wi-Fi, ...), and taxes (excluding the tourist tax).
- as well as the following para-hotel services and supplies:
  - reception and customised welcome,
  - the daily cleaning, (depending on need and the number of occupants of the premises),

- full cleaning at the end of each stay (approximately 30 hrs),
- supply and cleaning of household linen: change on request,
- provision and cleaning of bed linen (once a week)
- supply of firewood,
- regular maintenance of the relaxation area, including a check between each rental,
- maintenance of green spaces and snow removal (as soon as needed),
- free internet access,
- welcome products (welcome gifts and Charles Legend champagne).

#### **Charges and services not included in the rent :**

As an option, and subject to additional invoicing, the Tenant may benefit from the following services:

- the services of a chef,
- the services of a butler,
- cleaning and ironing of personal clothes,
- the wines from the Maison ORCIA cellar (wine list available - purchase and payment of wines by credit card on request from the on-site staff),
- the services of the chalet manager for booking restaurants, planes, limousines ...
- tourist tax,

#### **5. SECURITY DEPOSIT AND TOURIST TAX**

As security and as a guarantee for damages and losses that may be caused to the premises or to the furniture and / or objects furnishing the premises, the Tenant shall pay on the date of value of the day of entry into the premises.

This deposit shall be consigned by the Lessor, and paid by transfer by the Tenant. This amount shall guarantee the obligations and undertakings of the client.

This amount shall not produce interests, and shall be returned within a maximum period of **15 days** after the departure of the Tenant, and as soon as evidence has been furnished by the Tenant that:

- all the consumptions that he was to pay and listed in the previous paragraph have been paid in full;
- no furniture, object or linen or other property is absent, deteriorated or soiled, or, if such is the case, its repair or replacement by identical items is agreed with the Lessor who agreed thereto;
- the premises have not been damaged and are repaired and clean (empty cupboards, dustbins and refrigerators free from waste, toilets, appliances, dishes, etc.).

Should this guarantee proved to be insufficient, Tenant hereby agrees to complete the amount thereof.

## **6. PAYMENT OF RENTAL / SECURITY DEPOSIT**

On the day of the execution hereof, the Tenant pays, by transfer, 30% of the amount of the rent i.e

This sum constitutes a deposit and shall be deducted from the total amount to be paid.

Thirty days before taking possession of the premises, the Tenant shall pay, by transfer, the balance of the rent, i.e.

Upon the value date of the possession date of the premises the Tenant agrees to pay, in addition to amounts already paid, the security deposit i.e

## **7. CANCELLATION**

Any cancellation of the stay by the Tenant shall be notified to the Lessor. The penalties applicable in the event of cancellation by the Tenant are as follows:

- Cancellation more than thirty (30) days from the start date of the stay, the deposit paid shall be lost by the Tenant and attributed to the Lessor,
- Cancellation less than thirty (30) days from the start date of the stay, the Tenant shall lose the full rental price, as fixed and final compensation,
- Cancellation after the start date of the stay (shorter stay), the Tenant shall lose the full rental price, as fixed and final compensation,

These amounts are fixed amounts, lost by the Tenant and gained by the Lessor as compensation for the losses sustained, as formally agreed by the Tenant.

## **8. USE OF THE PROPERTY / INTENDED PURPOSE / OCCUPATION**

The above-mentioned premises are intended for family rent use and are not suitable for community-type rental.

The Tenant may not, in any case, set his main residence at the rented premises, for any reason whatsoever.

The Lessor or his representative agrees to welcome the Tenants on the agreed date of their arrival.

The Tenant shall enjoy the rental in a peaceful manner, conservatively and shall make good use thereof, in accordance with the intended purpose of the premises. The Tenant agrees to occupy the premises personally.

The Lessor or any person authorized by him may call on one or more companies selected by him for the supervision and maintenance of the property and various facilities (swimming pool, jacuzzi ...) after having previously informed the Tenant.

Sub-renting is strictly prohibited to the designated Tenant, for any reason, even free of charge, under penalty of termination of the contract, the full amount of the rent then remaining gained or due to the Lessor, as fixed and final compensation.

The rented premises are for residential use, excluding any business, commercial or occupational activity of any kind.

No furniture and movable items in the inventory shall be moved to another location. The Tenant agrees to use them according to the normal use for which they are intended and shall sustain only the depreciation resulting from the normal use for which they are intended.

Any repairs made necessary by negligence or misuse during the rental shall be the responsibility of the Tenant, both on the premises and on the entire property.

The Tenant shall refrain, for any reason, from making any conversion, repair, work and modifications to the various existing facilities on the rented premises

Tenant shall have to ensure compliance with the use procedures for the facilities made available to him particularly in the relaxation space (swimming pool, jacuzzi, sauna, elevator, cold room, ...), by ensuring the supervision of vulnerable persons and children without any right to claim, for any reason, the Lessor's liability for accidents or incidents.

The Tenant shall inform the Lessor or his representative of any deterioration or breakage during his stay. The Tenant shall be responsible for the items contained in the Chalet and shall be required to reimburse for any missing or damaged items at their new replacement prices (including bedding), or their repair and cleaning.

In the event of deterioration of the premises (walls, ceilings, paintings, bathroom equipment, video, television, gymnastic equipment or other), for any reason other than normal wear and tear, the Tenant shall also reimburse the price of the repair work, following the assessment made by the Lessor.

The Tenant should absolutely refrain from throwing any objects likely to obstruct the pipes, in the washbasins, bathtubs, sink, laundry, toilet, ... otherwise, he shall be charged for any costs for repair work.

In this case, due to the difficulty experienced during the high season of securing work by a specialized company or personnel, the Lessor declines any responsibility as to any possible delay in making the necessary repairs.

It is formally forbidden to hang clothes on windows and balconies.

The Chalet should not, under any circumstances, be occupied by a number of people over 15 people (including 5 children), compliance with the maximum number of persons accommodated being a material and decisive clause of this contract to the Lessor.

#### **9. JURISDICTIONAL CLAUSE AND APPLICABLE LAW**

The parties intend to apply French law to this agreement and agree to the sole jurisdiction of the courts of Lyon (69 - France).

#### **10. VALIDITY OF TRANSLATION**

This document was written in French and translated into English for the benefit of English-speaking clients. All stipulations contained here have been translated as accurately as possible, but should the meaning differ, the parties agree that the French version shall prevail. French document is available upon request.