

**EPS Real Estate**

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Carte professionnelle N° CPI 0605 2019 000 038 675 délivrée par la CCI de Nice.

Wednesday, 15th of January 2025,

**RENTAL AGREEMENT** 1PPS-14

Name : LITHUANIAN Film Center

Address : Z. Sierakausko SRT 15 VILNIUS - LT-03105

Téléphone:

Email:

Dear Kamilé BITVINSKAITE,

**Booking informations**

Apartment of 50sq meters located on the 3rd floor (without lift), 1 bedroom with bunks beds, 1 bedroom with queen size bed of 160cm, living room with fully opened equipped kitchen (stoves, microwaves, fridge, freezer, dishwasher, washing machine, coffee machine, kettle,...). 2 balconies, sea view.

Address : 3 Place Cornut Gentille, 06400 Cannes, France

Arrival : Monday 12th of May 2025, From 3 : 00 pm

Départure : Thursday 22 of May 2025, Until 10 : 00 am

Nights : 10

Occupancy : 03 adults

Rental price : 3 300,00 €

Fees/Services : 229,80 €

Total : 3 529,80 €

Damage deposit: 1 000,00 €

**Fees / Services included**

<i>Kind of fee/service</i>	<i>Quantity</i>	<i>Unit cost</i>	<i>Total price</i>
Cleaning fee	1	69,00 €	69,00 €
City Tax	30	5,36 €	160,80 €

**Payment schedule**

To pay on February 1st 2025 : 3529,80 €

Balance due on April 10th 2025 : 1 764,90 €

Damage deposit to pay before March 2nd 2025 : 1 000,00 €

## **1. DURATION**

A confirmed booking of a property is, a limited authorization, granted to the tenant by SARL EPS CONCIERGERIE AND REAL ESTATE. To enter, occupy and enjoy his property during the intended duration of stay.

As a tenant, you agree to leave the property no later than the day and time limit that SARL EPS CONCIERGERIE AND REAL ESTATE has specified in the ad or another time agreed between you and the lessor.

If you stay beyond the time limit without the consent of the lessor, you are no longer allowed to occupy the property and will be considered as occupying without right or title.

In such a circumstance, SARL EPS CONCIERGERIE AND REAL ESTATE is entitled to remove you from the property by every legal way.

SARL EPS CONCIERGERIE also reserves the right to seek legal damages against you for occupying the property without right or title..

If you remain in the property without right or title, you agree to pay, at the written request of SARL EPS CONCIERGERIE, for every twenty-four hours (full or partial) of excess, a compensation of occupation equal to twice the price displayed per night, paid initially by you.

If you remain in the property without your right or title to stay in the property, you also agree to pay all applicable fees and taxes.

The legal and associated costs, made necessary to carry out your expulsion will also be the responsibility of the tenant.

All of these costs and any applicable maintenance fees in the property due to your staying in the property without right or title can be deducted from the deposit.

## **2. PRICE**

The indicated prices have been established based on the economic situation in force at your booking date. We reserve the right to adjust the price of services that you could have requested before the date of your stay.

## **3. PAYMENT**

**50% of the rental price** is required, to validate the booking. The balance is due on april 10<sup>th</sup> 2025 at the latest. The damage deposit has to be paid 7 days before the rental starts.

The payment of the services offered by SARL EPS CONCIERGERIE AND REAL ESTATE will be made only in euros.

Any online payment made by credit card may be charged in addition to the total cost of the stay. The following credit cards are accepted: Carte Bleue, Visa, Mastercard, American Express. EPS CONCIERGERIE AND REAL ESTATE will protect and insurance of discretion of the personal data of the tenant (credit card, id, etc...) according to the EU law.

Transfer fees, from a foreign bank account (outside France) will be the responsibility of the tenant.

Any payment problem following a canceled transaction, fraudulent or other will cancel the rental.

#### **4. INCLUDED**

- \* House cleaning before arrival.
- \* Linens (sheets, bath towels, bath mats, dish towels).
- \* Water, electricity, gas
- \* Air conditioning (if property equipped)
- \* We reserve the right to engage staff during the stay of our tenants such as gardener, pool maintenance specialist, cleaning staff or any other technician.

#### **5. ADDITIONAL SERVICES / EXTRA FEES**

##### **Additional fees (not subject to VAT):**

- \* Extra person = depending of the property price per night

##### **Additional services (20% VAT included) :**

- \* Additional cleaning = 25 € / hour
- \* Extra linens change:
  - single bed (1 pillowcase, 1 fitted sheet, 1 duvet cover) = 15 € / bed
  - double bed (2 pillowcases, 1 fitted sheet, 1 duvet cover) = 25 € / bed
  - bath linen (1 shower towel, 1 hand towel, 1 bath mat) = 5 € / person
  - pool/beach towel = 3 € / person
- \* Other services = price on request

## **6. ENTRY / EXIT INSPECTION**

The tenant agrees to enter and leave the property at the hours defined on the ad or those fixed by mutual agreement with the lessor.

The tenant must reasonably keep us informed in advance of his arrival and departure time.

The tenant agrees to sign at his arrival a written copy of the internal rules of the property and to respect them.

## **7. USE OF HOUSING**

The tenant explicitly pledges to use peacefully the rental property and to return it to the same state that he has received it.

The tenant pledges to read and respect the rules and regulations established concerning the use of the property and equipment.

The tenant can not assign the lease or sublet the property.

The tenant will be personally and fully responsible to the lessor or third parties, of all the harmful consequences caused by his, or people introduced in the property.

The property is exclusively intended for use as a tourist or private holiday home. Any commercial or professional activity by the tenant is strictly forbidden on the property and its surroundings during the stay. This applies to receptions of any kind, movie or photo shooting.

It is also strictly forbidden to organize without prior agreement of the lessor, business meetings, parties and other events of any kind inside or in the gardens of the property.

The tenant must respect the rules of good neighborhood, especially in terms of noise pollution beyond normal hours. As such, it should not make loud noise from 10pm.

## **8. RENTAL RULES**

The exact address of the property will be communicated only after the booking confirmation, or the deposit payment. The tenant undertakes to take all the necessary measures so that the occupants respect the property put at their disposal. The property must be left as clean as when arriving.

Respect of the property must prevail, especially the respect of decorative elements left in place by the lessor. Furnitures must not be moved.

The tenant will ensure normal and reasonable use of energy facilities, such as lighting, water, heating and air conditioning. The lessor can't be held responsible for irregularities or lack of enjoyment beyond lessor's reasonable control that may occur in energy services (water or electricity cuts, etc. ...).

It is forbidden to put the laundry on the balustrades. The use of towel dryers in the bathrooms is reserved for towels only and not for drying clothes.

All our accommodations are NON-SMOKING. Tenants may smoke in the outdoor areas (balcony, terrace or garden), using ashtrays. A penalty will be applied and billed in case of non-compliance with this instruction. Domestic and exotic pets are not allowed on the property.

In case of non-compliance, this will result in the immediate cancellation of the booking. The reservation will not be refunded.

## **9. MODIFICATIONS / CANCELLATIONS**

By requesting booking modification, to SARL EPS CONCIERGE AND REAL ESTATE, the tenant agree to pay any additional costs and / or taxes associated with the changes.

The tenant may cancel a confirmed reservation at any time, but it will be subject to the cancellation policy of the Ad.

SARL EPS CONCIERGERIE AND REAL ESTATE will refund the tenant according to his cancellation policy. Except in case of major event.

Major events recognized, are events whose realization is beyond any reasonable control by one or the other parties. Including the following elements: natural disasters , wars, explosions, fires, floods, storms, earthquakes, insurrections, terrorist attacks, riots, civil unrest, rebellions, strikes, lockouts or social conflicts other than strikes, and lockouts or social conflicts involving parties requesting the benefit of this Article.

Any cancellation by the tenant must be sent by registered letter with notification of receipt.

\* Cancellation more than 90 days before the arrival date and time (3pm French time), the tenant will be refunded of 100% of the total price of the stay.

\* Cancellation between 90 days and 30 days before the arrival date and time (3pm French time), we keep 50% of the total price of the stay.

\* Less than 30 days before the arrival date and time (3pm French time), we keep 100% of the price of the stay.

## **10. DEPOSIT**

Upon booking the tenant is informed that he / she must pay the deposit to cover any damages. Payment can be made by credit card or bank transfer (a receipt will be established).

The tenant will be personally and fully responsible to SARL EPS Conciergerie & Real Estate for any harmful consequences caused by his, and by the people introduced int the property by misuse of the housing or omission. The tenant is required to return the rented property (including all personal effects that belongs to the property) in the condition in which he found it on his arrival except normal wear and tear.

Any damages will be deducted in priority from the deposit and charged extra if the amount of the deposit is insufficient.

The payment of repairs or replacement of damaged items caused by tenant will be the responsibility of the tenant.

Resident of the European Union, you can access the European Commission's Online Dispute Resolution Platform via the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>

If the tenant is established to be responsible for the damages, the SARL EPS CONCIERGERIE AND REAL ESTATE will be authorized to refuse future bookings solicited by this tenant.

The deposit is fully refundable within 14 days after departure, as long as the following conditions are met:

- \* No damage is done to the property or its contents, beyond the normal wear and tear.
- \* No costs incurred due to illegal activity
- \* All paid services provided during the stay must be paid before departure by credit card, bank transfer or cash.
- \* The number of keys, remote controls or access badges must be the same on arrival and departure. **It is strictly forbidden to reproduce the keys of the property at the risk of being charged of the change of all the access means to the housing.**
- \* No sheets, towels, duvets, pillows are lost or damaged.
- \* The tenant has not been evicted by the lessor (or the lessors representative) or by the application of local law.
- \* All debris, garbage and discards are placed in a dumpster. The dishes will be clean or in the dishwasher at the departure of the tenants.

## **11. SWIMMING POOL / JACUZZI**

(for equipped housing)

**The ponds are unsupervised. We decline all responsibility in case of accidents.  
(Pay attention to children)**

**Parents will be responsible for the children's safety in general.** The tenant makes use of swimming pools, sports and well-being equipment at its own risk. The tenant agrees to respect the rules set by the lessor or given orally by the staff of the house regarding the use of this equipment. It is **mandatory** that the security elements (safety gate and/ or alarm) for the pool must be activated when it is not used by adults who can swim.

In spa areas and wellness facilities, the following actions are strictly prohibited: running, diving or jumping in the pool, hot tub or whirlpool. Drinking alcohol or being under the influence of alcohol or drugs and leaving children unattended is prohibited.

In case the tenant does not respect the safety instructions, we reserve the right to forbid the use of swimming pools or wellness facilities. The lessor cannot be held responsible, for accidents or personal injuries, material or immaterial on any person because of the use of a swimming pool or any other sport or leisure equipment.

It is expressly forbidden for tenants to intervene on any technical installations of these sports equipment or leisure facilities. Only the staff of the lessor or its service providers is authorized.

The jacuzzi must be used in accordance with lessor's rules. It is important to respect the capacity (number of people). It is strictly forbidden to add products to the water, such as foam bath, oil and shower gel which can damage the circuits of the device. In case of non-compliance with these rules, the tenant will be held responsible for the intervention of the technician, as well as the replacement of the device if needed.

## **12. OCCUPATION**

The signatory tenant must be imperatively older than 18 years old. Minors must be accompanied by one or more responsible adults. The maximum number of people is limited for each property. Failure to respect the number of occupants mentioned on the reservation may result in the immediate cancellation of the rental without refund.

Any additional person who could be accepted, after prior written consent of SARL EPS CONCIERGERIE AND REAL ESTATE will incur a supplement per person per night, plus the tourist tax.

Only the persons stipulated in the contract at the time of booking can occupy the accommodation. Unless express request and prior agreement of the lessor or his representative. Anyone not declared on the rental contract will not be able to accede to the accommodation, day or night except with the express agreement of the lessor or his representative.

## **13. INTERNET / WIFI**

The internet access and wifi is included in the rental. SARL EPS CONCIERGERIE AND REAL ESTATE won't be responsible in case of any interruption of that service if the internet provider is not able to give access to internet services. Any refund could not be claimed if the internet access is not possible.

## **14. RESPONSIBILITY**

The traveler is held responsible for the accuracy of the information he provides.

The tenant is held responsible for the house security rules, he must ensure to lock the doors, windows, shutters and gates of housing / property in case of absence or during his sleep. The use of alarm systems or safes is strongly recommended.

All travelers participating in the trip accept the general conditions and rules provided by lessor.

No responsibility is taken for any disturbances caused by the major events (noted above) Any stay which we would be in the obligation to cancel completely or partially will involve the refund of the sums paid by the tenant in full or in the pro rata share as applicable. Any stay interrupted by the tenant, for any reason other tahn major event, cannot give rise to a refund.

## **15. INTELLECTUAL PROPERTY**

The Tenant is authorized to take photos on the property but has no right for commercial exploitation and publication of these photos on any support it is.

## **16. INSURANCE**

It is mandatory for the tenant to have an insurance to cover any risks related to his stay in the property.

## **17. REVIEWS & RATINGS**

After enjoying his stay within the reserved property, the tenant can review and comment the quality of the property and his stay. These comments and ratings will be visible to the public, they reflect the opinion of the tenant. The tenant agrees to leave a fair comment, honest, consistent with reality and refrained from making any offensive, discriminatory or defamatory.

Ratings and Comments may be unfounded or misleading. SARL EPS CONCIERGERIE AND REAL ESTATE can not be held responsible for comments made by tenants as a review. Reviews are sorted chronologically.

No consideration is paid in exchange for filing a review or comment on a property. Reviews will be kept for a reasonable period of time and may be deleted by SARL EPS CONCIERGERIE AND REAL ESTATE, without justification, after 6 months.

Random control is carried out by SARL EPS CONCIERGERIE AND REAL ESTATE to ensure that the comments and reviews left by tenants are not defamatory, deceptive, racist, discriminatory or morally wrong (non-exhaustive list). A review or comment left by a tenant who has not actually rented the property seasonally may be removed for fear that it does not reflect the reality.

SARL EPS CONCIERGERIE AND REAL ESTATE cannot modify a review, but reserves the right to delete any comment that it would consider as not reflecting reality, abusive, discriminatory or defamatory.

## **18. APPLICABLE LAW AND JURISDICTION**

The Contract is governed by French law.

Any dispute regarding the interpretation and the execution of the contract, will be submitted, in the absence of mutual agreement within fifteen (15) days following the date of notification of the dispute by the most diligent party, to the court exclusive jurisdiction of establishment of SARL EPS CONCIERGERIE AND REAL ESTATE, provided however, that the English language version of this contract shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

*Thank you for choosing our property,*

*We hope you enjoy your stay.*

Glossary:

- tenant: whoever rents the property
- host: the one who provides the property to the tenant
- property: subject of the rental

**The tenant**

(Date and signature preceded by the words "Read and approved")

**The agent**