



Résidence Adam & Eve

Rue du Cabestan
Parc de la baie Orientale
97150 SAINT MARTIN F.W.I

Tél : 00590.690.72.62.61
Mail : caroline@residence-adam-eve.com

Done at Saint Martin on

in 2 copies.

SEASONAL RENTAL AGREEMENT - RESIDENCE ADAM & EVE

Full privatization

Rental bedrooms

Partial privatization

Between,

SAS AC-SXM / Mr Brichler Alain / rue du Cabestan, Parc de la baie Orientale / 97150 Saint Martin

hereinafter referred as « *Lessor* »

On the one hand

And

Mr. and/or Mrs.,

born on

in

living in

Fixed phone number :

Mobile phone number :

Email :

hereinafter referred as « *Tenant* »

On the other hand

It has been agreed between the parties that the *Lessor* rents to the *Tenant* the dwelling as described below under the following conditions :

1. RENTAL OBJECT

The parties declare that the present tenancy is not intended for premises rented for use as a main dwelling or for use as a combination of business and main dwelling.

Consequently, they agree that their respective rights and obligations shall be governed by the provisions of this contract, by the decree of 28 December 1976 as amended and, failing that, by the provisions of the Civil Code.

The premises covered by this contract are rented furnished on a seasonal basis.

2. DWELLING DESIGNATION

In accordance with announcement

reference number

.

Dwelling address:

13 rue du Cabestan, Parc de la baie Orientale - 97150 Saint Martin

3. DURATION OF THE RENTAL

The *Lessor* rents the dwelling to the *Tenant* from _____ at 4 p.m.* to _____ at

10 a.m.*, That is to say a maximum duration of _____ non-renewable nights.

The *Tenant* expressly undertakes to have fully vacated the rooms on _____ at the latest by 10 a.m.*,

and to hand over the keys to the *Lessor*,

** except with the agreement of the Lessor if there is no arrivals or departures on the same day.*

At the beginning of the rental period, the *Lessor* shall give the *Tenant* the keys and instructions relating to the accommodation. The *Lessor* or his representative can normally be contacted at any time for any information or intervention if necessary.



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4. RENTAL PRICE AND CHARGES

The *Parties* have agreed to set the rent at _____ € including 4% tourist tax for _____ personnes (adults and _____ children).

Services included:

- Cleaning of the rooms 1 day out of 2, change of linen once a week (more if necessary) except on Sundays and public holidays
- Cleaning of the common areas of the residence (kitchen, dining room, living room, bar) 1 day out of 4 except on Sundays and public holidays
- Cleaning of the other common areas (garden, swimming pool, jacuzzi): once a week except Sundays and public holidays
- Access to the laundry room (washing machine)
- City water / Pumping water
- Air Conditioning
- Wifi access
- Television
- Electricity : 220V / 380V 60Hz (Generator set in case of power failure)

Optional services :

- Consumption mini bar in the rooms
- Meals (on request)
- Catamaran charter (see description)
- Airport transfer (45€ round trip max 5 people)
- Car rental (on request)
- Clearing, washing & storage of dishes 20€ per hour (on request)

Bank details of the Lessor :

BANK STATEMENT: SAS AC.SXM - 13 rue du cabestan, parc de la baie orientale - 97150 SAINT MARTIN
IBAN : FR76 1131 5000 0108 0210 7186 060
BIC : CEPAFRPP131

The *Lessor* shall give the *Tenant* a receipt for any payment made.

5. BOOKING

In order to proceed with the reservation of the accommodation, the *Tenant* returns the present contract initialled on each page and signed accompanied by the payment of a 50% deposit i.e. _____ €. This payment shall be made by bank transfer (account of the *Lessor* indicated in paragraph 4) or payment by credit card in Distance Selling.

6. REMAINING BALANCE

The *Tenant* undertakes to pay the balance of euro including the 4% tourist tax at the latest 60 days before the day of arrival. This payment will be made by bank transfer or credit card.



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7. VARIOUS CUSTOM CONVENIENCES:

It does not derogate from the payment of the balance in case of cancellation under the terms of the contract.

8. DEPOSIT:

At the latest upon entering the premises, the *Tenant* shall remit to the *Lessor* an amount of one thousand Euros (1,000 €) as a security deposit intended to cover the damage and/or deterioration of the accommodation and the furniture and objects furnishing the accommodation caused by the *Tenant*, as well as the loss of keys or objects. This non-debited deposit will be made by credit card imprint.

The security deposit will fall within a maximum period of one week after his departure, after deduction, where applicable, of the sums covering the damage and/or deterioration of the accommodation and the furniture and objects furnishing the accommodation caused by the *Tenant*, as well as the loss of keys or objects.

9. ASSIGNMENT AND SUBLEASE

The present rental contract is concluded intuitu personae to the benefit of the *Tenant* identified at the head of the contract. He must nevertheless send his passport copy as well as those of all the persons accompanying him at the signature of the present contract.

Documents available in case of border police control.

Any transfer of the present lease, any total or partial sublease, any provision -even free of charge-, are strictly forbidden. The *Tenant* may not leave the disposal of the premises, even free of charge and/or by loan, to a person who is not a member of his household.

10. INVENTORY OF FIXTURES

An inventory of fixtures made available to the *Tenant* shall be given to the *Tenant* on entering the accommodation. If the inventory is not drawn up and signed by the *Lessor*, or his representative, and the *Tenant* simultaneously (contradictory inventory), the inventory drawn up by the *Lessor* alone and given to the *Tenant* when he enters the dwelling will be questionable by the *Tenant* within 48 hours of entering the dwelling. If the *Tenant* does not object within this period of 48 hours, the inventory drawn up by the *Lessor* and communicated to the *Tenant* when he enters the premises shall be deemed to have been accepted wholehearted by the *Tenant*.

An inventory of fixtures will be drawn up by the *Parties* at the end of the rental period, each keeping a signed copy.

In the absence of an inventory at the end of the rental period or if the *Tenant* alone draws up the inventory at the end of the rental period, the absence of a contestation by the *Lessor* within 48 hours following the end of the rental period shall be deemed to constitute the return of the premises in good condition and/or a complete inventory of fixtures.

11. LESSOR'S DECLARATION

The *Lessor* declares to be the owner of the dwelling and to have free disposal and full use of it during the period defined in paragraph 3..

The *Lessor* shall justify this by producing an EDF (french electricity supplier) receipt, a property tax notice or any other official document upon request.



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12. OBLIGATIONS OF THE TENANT

- The *Tenant* shall make peaceful use of the rented accommodation, furniture and equipment according to the use given to them by the lease and shall be liable for any damage or loss that may occur during the term of the contract in the premises of which he has exclusive use.
- The *Tenant* shall maintain the rented accommodation and return it in a state of cleanliness. If items listed in the inventory of fixtures are broken or damaged, the *Lessor* may claim their replacement value.
- The *Tenant* shall avoid any exaggerated noise likely to disturb the neighbours, in particular those emitted by radio, television and other equipment.
- The *Tenant* may not exercise any recourse against the *Lessor* in the event of theft or damage to the rented premises.
- The *Tenant* will respect the number of people who may enter the premises, in accordance with the number stated on page 1.
- The *Tenant* may not object to the inspection of the premises if the *Lessor* or its agent so requests.
- The *Tenant* strictly agrees not to smoke in the rooms, kitchen and dining room. Part or all of the deposit may be retained. The living room, the bar, the terraces, and the outside are smoking areas.
- The *Tenant* undertakes to comply with the annexed internal rules.

13. CANCELLATION

The signature of the contract binds both *Parties* irrevocably. No cancellation is possible during the Christmas period and New Year's Day except with the written agreement of the parties. If the *Tenant* renounces the lease, he remains liable for the entire rent.

For the period from 5 January to 15 December, the full balance is due if the tenant renounces the rental within 60 days before taking possession.

14. INSURANCE

The payment by credit card often offers a refund insurance in case of cancellation, don't hesitate to inquire, in case of transfer you can easily take out a cancellation insurance on the internet or with your broker.

The *Tenant* undertakes to make a claim declaration to his multi-risk / civil liability insurance in order to protect himself against rental risks that may exceed the deposit of 1,000€.

A copy of the insurance policy may be requested by the *Lessor* from the *Tenant* when he enters the premises.

15. AUTOMATIC TERMINATION

In the event of breach by the *Tenant* of any of the contractual obligations, this lease shall be terminated by operation of law. This cancellation will take effect after a period of 48 hours after a simple summons by registered letter or hand-delivered letter remained unsuccessful.

16. CONTRACT DOMICILIATION

For the execution of the present contract, the *Lessor* and the *Tenant* shall elect domicile in their respective residences. However, in the event of a dispute, the court of the *Lessor's* domicile shall have exclusive jurisdiction. This contract and its consequences are subject to French law.

SAS AC- SXM / Alain Brichler

The Lessor

(Date):

The Tenant

(Date):



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Internal rules of the Adam & Eve Residence

THE PARKING

A parking spot is reserved for you inside. You are invited to make your own arrangements in this respect. You are required to inform your visitors to park their vehicles in the outside parking.

WIFI

The residence has a HIGH TECHNOLOGY "WIFI" installation. You will have access to it with the CODE that will be communicated to you by the persons in charge. Film downloading is prohibited and will incur additional charges.

BUNCH OF KEYS

A bunch of keys is given for each room with a remote control for the outside gate. At the end of your stay, this set must be returned to reception with the exact number of keys given at the beginning of your stay. The gate must be closed immediately after you leave or enter.

INVENTORY OF FIXTURES

Before taking possession of the premises, an inventory will be made in your presence. At the end of the stay, a new report will be made. Any lost, damaged or misplaced object will be invoiced to you.

DEPOSIT

You will be asked for a credit card imprint on arrival guaranteeing the deposit and additional services as well as a copy of your passports.

VISITORS AND ANIMALS

The clients of the residence must imperatively ask the agreement of the management to receive visitors and bring animals.

BARBECUE, FOOD AND BEVERAGES

The use of barbecues and other grilling equipment other than those in place is strictly forbidden in the rooms and throughout the establishment.

The refrigerators at your disposal in the rooms are exclusively reserved for drinks. For hygienic reasons, food is strictly forbidden in the rooms.

NOISE POLLUTION

For the respect, be careful not to make noise especially between 11pm & 7am.

TOBACCO, DRUGS AND ALCOHOLS

It is strictly forbidden to smoke in the rooms as well as in the premises where smoking is not allowed. Drugs are strictly forbidden on the entire premises.

AIR CONDITIONING, LIGHTING AND TOWELS

It is strongly advised to turn off the air conditioning (or keep it at 25°C) as well as the lights during your absence. Only towels placed in the baskets provided will be changed. Make sure that the bathroom faucets are turned off.



SWIMMING POOL, JACUZZI AND HYGIENE RULES

A shower is mandatory before any immersion in the pool. The swimming pool is private and exclusively reserved for the guests of the residence, the deckchairs are at your disposal free of charge.

The pool is unsupervised. **Minors unaccompanied by an adult are not allowed in the pool area.** Running is not allowed. Food is not allowed on the pool area.

Any object: POINT, CUTTING, SLOPE, RIGID, GLASS are prohibited.

A set of new batteries will be given to you on arrival for the pool alarm as well as the activation booklet.

The Lessor declines all responsibility in the event of an accident due to negligence.

ARRIVAL AND DEPARTURE TIME

The Management draws the attention of the customers that the arrivals are from 3 pm to midnight. The hotel room will be vacated before (10 am). Except with the agreement of the Lessor.



THE MANAGEMENT WISHES A PLEASANT STAY TO ALL

Any stay implies the acceptance of the conditions and internal rules of the residence.

Anyone violating the conditions would be subject to a call to order, to additional charges that could go as far as exclusion in the event of a repeat offence. See prosecution (drugs).