

This agreement (the "Agreement") should help answer any questions on the terms of your vacation rental. As in any property use agreement, there are basic terms and conditions that all parties should agree to and we have selected those we consider necessary and appropriate. Please review all information herein and incorporated by reference under *Apartment Information* at <http://www.rivierarental.com/>, and sign below to acknowledge your agreement. Upon receipt of *Confirmation Payment*, a countersigned copy will be returned for your files.

1. **CHECK-IN.** Please plan to check in after 3:00 P.M. on your arrival date. Due to scheduling commitments, we may not be able to accommodate early arrivals. Please inspect the apartment carefully on arrival. Damages found should be reported within 24 hours of check-in. Late check-ins must be paid in full before arrival.

2. **CHECK OUT.** Please plan to check out no later than 12:00 P.M. (noon) on your departure date. Guests are responsible for maintaining the apartment, and leaving it clean, neat and undamaged. For the convenience of guests the apartment has cleaning items (vacuum, broom, mop, bucket, etc.) and a small quantity of cleaning supplies; however, Guests are responsible for replenishing any necessary consumable supplies. Someone will check the apartment after departure. Please note that if any charges over and above the routine Setup/Preparation fee are necessary, it may be made against your Security Deposit. Keys are to be mailed back immediately. We will make a *good faith effort* to return any items left behind in the apartment, but we shall not be responsible for items left in the apartment, so please check carefully for personal belongings. Please take good care of the apartment during your stay, as we wish to return the entire Security Deposit.

3. **GUEST RESPONSIBILITIES.** Guests accept responsibility for and agree to abide by the terms and conditions contained herein, and all requirements and instructions delineated on the *Apartment Info* instructions located at <http://www.rivierarental.com>. Our neighbors appreciate the quiet nature of this area and we require that all Guests please respect our neighbor's wishes.

4. **PAYMENT - CONFIRMATION.** A reservation is considered **confirmed** only upon Owner/Agent's receipt of this Agreement signed by Guest and receipt of a *Confirmation Payment* to consist of one-half (1/2) of the *Total Rental Payment*. Payments are deposited at *Virginia Credit Union, Inc.*, Richmond, Virginia, USA. Interest from this account will accrue to the Owner/Agent. If *Confirmation Payment* is not received within fourteen (14) days, then a reservation shall be canceled and apartment reassigned.

5. **PAYMENT - FINAL.** A *Final Payment*, consisting of the balance of *Total Rental Payment*, plus a USD \$200 *Security Deposit*, and a \$65 *Setup/Preparation fee*, is due forty-five (45) days before Check-in, after which keys are provided. If a reservation is made within forty-five (45) days, then *Total Rental Payment*, *Security Deposit* and *Setup/Prep fee* must be paid by credit card, wire, cash, cashier's check, certified check, traveler's check, or money order. Costs for the use of Overnight and International Express delivery, if necessary to meet short-notice requirements, shall be responsibility of Guest and such costs will be deducted from the *Security Deposit*.

6. **METHOD OF PAYMENT.** Credit cards are accepted through [PayPal.Com](http://PayPal.Com). International Money Orders or Bank Checks in USD or equivalent EUR, or personal checks (if drawn on US bank accounts), payable to Robert Gleason are accepted until 45 days before arrival. Payment after this 45-day deadline must be made through [PayPal.Com](http://PayPal.Com) or by cashier's check, certified check, traveler's check, money order, or wire transfer. We will not resubmit checks returned for non-sufficient funds or stop payment. Returned checks will be subject to a USD \$25 returned check fee and full payment of balance due will be required within ten (10) days, or a reservation will be canceled without notice. We accept wire transfers of funds any time and can provide necessary account and routing information.

7. **CANCELLATIONS AND REFUNDS.** To cancel a reservation, please notify us as soon as possible and we will try to re-rent the apartment. If the apartment is re-rented at the same rate for the period of a reservation, at no loss to the Owner, then the advance *Confirmation Payment* will be refunded less an amount equal to 10% of the *Total Rental Payment*. If re-rented for less than the original rate, then Guest will receive the balance of the advance *Confirmation Payment* less an amount equal to 10% of the *Total Rental Payment*, plus an amount necessary to make full payment to the owner. All refunds will be made by check in USD (\$) within 60 days of receipt of the re-rented advance *Confirmation Payment*. If the apartment is not re-rented, no refund shall be paid. Guests are advised to purchase travel/trip cancellation insurance to protect themselves and their investment. Owners shall not be held responsible or liable for loss of enjoyment or expenses in the event of *force majeure*, or circumstances beyond their control, such as war, riot, civil strife, acts of terrorism, industry disputes or adverse weather conditions causing property to be unavailable. If possible, a good faith effort may be made either to arrange alternative accommodation for the same period, or to find another mutually acceptable date.

8. **TELEPHONES, MESSAGES, AND MAIL.** The apartment tel. number is "04.93.64.37.01". When calling from outside France, dial the country code "33", then "4 .93.64.37.01" (leave off the "0"). From the US - dial "011", country code "33", leave off the "0" and dial "4.93.64.37.01". Please advise friends or relatives of this number in case of an emergency. For emergency assistance the number for Police is "17" - for Fire "18." The Police non-emergency number is 04.92.90.78.00. In case of an urgent operational matter (e.g. broken appliance, etc.) we may be contacted at (00) (+) 804-355-2125. Otherwise, direct dialed long distance calls, directory assistance calls, or incoming collect calls are NOT permitted. We advise renting a European GSM cell phone or using a telephone calling card for personal calls. Should a toll call appear on the telephone bill for dates a Guest was in the apartment, then the amount of the calls and a USD \$25 service charge will be deducted from the Security Deposit. Mail may be sent through the local post office (*Poste*), as well as telephone calls. Should we receive an emergency message, we will attempt to have it delivered.

9. **JURISDICTION.** This Agreement and its acceptance, as provided herein, shall constitute a contract made in, and governed in all respects by the laws of the Commonwealth of Virginia, in the United States of America.

10. **RATES.** Advertised rental rates are based on seven (7) nights with arrival after 3:00 P.M. and departure before 12:00 P.M. Separate rates, if mutually acceptable to both parties, may be determined for monthly use or for use of multiple apartments.

11. **CLEANING/MAINTENANCE.** Guests will maintain the apartment as if it were their own. It is to be left clean, neat and orderly as delineated in the "Check-out" instructions on the *Apartment Info* website instructions at <http://www.rivierarental.com/apartment.htm>. Household equipment should be in working order upon arrival. Inoperative equipment should be reported promptly to the contact listed below and on the reference website. Every effort will be made to correct the problem; however, no refund or rate adjustment shall be made for mechanical failures.

12. **OTHER IMPORTANT INFORMATION:**

- **ASSIGNMENT AND SUBLETTING.** Guests shall not assign this Lease Agreement, or sublet or grant any concession or license to use the Apartment or any part of the Apartment.
- **DAMAGES.** A Guest completing this Agreement shall assume liability for any damages to the apartment and its contents.
- **ERRORS AND OMISSION.** Every effort is made to ensure that all information provided herein is accurate and complete. However, the Owner shall not be held liable for issues or concerns with regard to the apartment or surrounding facilities that are the result of changes outside their control.
- **INDEMNITY.** Owner shall not be responsible for circumstances beyond their control, including but not limited to disturbances on nearby property, construction noise or debris, or acts of nature, terrorism or war. Rental of the property and occupation thereof by Guests, families, and fellow guests is entirely at the risk of the Guest. While every effort is made by the Owner for the comfort and safety of Guests, families, and fellow guests, the Owner shall not be responsible for such comfort and safety while Guests, families and fellow guests occupy the Owner's property, unless through the willful negligence of Owner.
- **INSURANCE.** Vacation and trip interruption/cancellation insurance is available from many reputable insurance carriers and is highly recommended for guests to protect their holiday investment. Detailed information is provided on the apartment website.
- **ITEMS LEFT IN THE APARTMENT BY GUESTS.** Owners shall not be responsible for articles left in the apartment, or theft of any kind. If a Guest requests us to attempt to locate and mail any forgotten articles, we will make a *good faith effort* to return any items (see Checkout information).
- **PARKING.** Parking instructions are outlined on the apartment website.
- **PARTIAL WEEK/WEEKEND RENTALS.** Partial week and weekend rentals are only available beyond the one-week minimum requirement during the Winter and Spring rental periods (December to April-May is not included).
- **ROUTINE REPAIRS.** It may be necessary for us to enter the apartment during reasonable hours (8:00 A.M. to 5:00 P.M.) to service equipment or to perform minor repairs. Notice may be provided, should this be necessary.
- **SECURITY/DAMAGE/CLEANING/TELEPHONE DEPOSIT.** Reservations require a \$200 refundable Security Deposit with *Final Payment* (see #6). This Security Deposit is returned *in full* by check in equivalent USD (\$) at the then current exchange rate within forty-five (45) days after departure, provided no damage is reported, the unit is left in good condition, and all keys are returned. If a problem is determined (repairs, extraordinary cleaning, telephone charges, etc.), then we will provide written notice explaining the nature of the problem(s), and the costs to resolve, which will be deducted from the Security Deposit. If repair costs exceed the Security Deposit, then we will provide an invoice for payment with supporting documentation and an explanation of costs. If anything in the apartment is damaged during your stay, please let us know before you leave. Overnight and International Express delivery costs, if necessary to meet short-notice requirements, shall be responsibility of Guest and such costs will be deducted from *Security Deposit*.
- **TERMINATION OF RENTALS.** Owner reserves sole right to refund deposits, refuse rental or terminate a reservation, or occupancy. No refunds will be given if occupancy is terminated as a result of violation of Agreement or reservations are obtained under false pretenses.

Sign and date below acknowledging agreement with Terms and Conditions outlined herein and online at *Apartment Info* at <http://www.rivierarental.com> and indicate below the reservation dates and number of guests. Retain one copy of Agreement and return one signed document with appropriate payment (payable to *Robert Gleason*) at agent's address below. Signed documents may be faxed, mailed, or scanned and emailed.

Confirmation Payment (1/2 Rent): \$ \_\_\_\_\_  
- Security Deposit (*refundable*): \$200  
- Set-up/Preparation Fee: \$65  
Final Payment (1/2 Rent *45-days prior*): \$ \_\_\_\_\_  
**Total Rental Payment** \$ \_\_\_\_\_

**Apartment:** Residence Beauvallon  
No. of Adults to Use Apartment: \_\_\_\_\_  
No. of Children to Use Apartment: \_\_\_\_\_  
Dates From: \_\_\_\_\_ To: \_\_\_\_\_

**Signature - Owner/Agent**  
Robert or Catherine Gleason  
222 North Harvie Street  
Richmond, Virginia 23220-3528 USA  
Tel. +1 (804) 355-2125  
Fax +1 (804) 355-2125  
E-mail: [cgleason@prodiqy.net](mailto:cgleason@prodiqy.net)  
Date: \_\_\_\_\_

**Signature - Guest/Representative**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_