

## **GENERAL TERMS AND CONDITIONS FOR RENTING**

Dear clients,

Please read through the general terms and conditions for renting from the Vivi Villas agency – Am Modenapark 6, 1030 Vienna, Austria – company number 383576h

We would like to point out that the information for each property description is not contractually binding. It is intended to provide you with information on the equipment of the villa as it was during our control visit. Certain elements may be changed or modified by the owner. Thank you for consulting us prior to reserving so that we can keep you up to date on the precise state of the rental property.

### **1 – Prices**

Listed rates and prices include all taxes and expenses, except those listed below. Prices and the rates are in Euros and are generally per week of renting. The rates are set together with the owners each year. They vary according to the services provided by the villa and its owner, the rental period, and economic fluctuations of the market.

### **2 – Reservations**

Do not hesitate to contact us or even come and meet us to find out more details and information. All reservation requests must be written in the form of a reservation coupon, available by telephone, on-line, or directly in our agency offices. The property reference number and the desired rental dates must be specified. The tenant must verify availability and rates on the site and attain a preliminary confirmation from Vivi Villas by telephone, email, or letter. The reservation request must be accompanied by a down payment equal to 30% of the total rental fee, by preferably check or bank transfer. If the reservation request is less than 45 days before the beginning of the rental duration, rent must be paid in whole (with the exception of a written agreement between all parties).

The rental will be finalized on the day the initial reservation payment is received. The tenant will be contacted with a notification of payment and informed of the date that the balance of the rental fee must be paid. This notification will also include a confirmation of the reference number of the villa rental (corresponding to the description from our website or catalog) as well as specifying rental conditions (extra charges, domestic arrangements, telephone). In case of cancellation, this down payment is non-refundable. For more information, please refer to the paragraph on cancellation conditions.

Payment must be made to Vivi Villas 45 days prior to arrival date. At this time, the tenant will receive a final contract acknowledging total payment, the information about the property and the owner (or representative), and any specific rental conditions, which are listed in the first document sent to the tenant. We would like to remind you, that all payment dates are specified in the rental agreement. In case of failure to respect these dates, your reservation will be cancelled without prior notice. In this case, the balance of the money owed remains payable to the Vivi Villas company by law.

In the case of non-availability or cancellation of the reservation on the part of the owner, Vivi Villas will immediately reimburse the amount received to the tenant or will suggest an equivalent accommodation. If the tenant accepts this proposal, a new rental agreement will be established. Finally, Vivi Villas is an intermediary and assumes no responsibility for any cancellations or changes in availability not informed of by the owner either prior or after the date of reservation. Any cancellation expenses incurred will be carried by the property

owner.

### **3 - Arrival and Departure**

Unless otherwise stated, arrivals are scheduled for the evening from 5 p.m. and 8 p.m. on the first day of rental and will be written into the rental agreement. The owner or his/her legal representative will welcome the tenant and clarify any rental clauses as well as the general functioning of the property. We ask that the owner or his/her legal representative have the tenant sign a written inventory of fixtures. We would like to remind you that in the absence of a signed written inventory, the tenant will consider the property as per the website description and in good state. The tenant should confirm the exact date as well as the approximate hour of arrival 48 hours prior to rental. All information about the property and necessary contact numbers will be provided in the final rental agreement. In the case of a change in arrival date, the tenant is obliged to inform the owner or his/her representative about it. In this case, the hours of appointment will be scheduled during the day and at the rental property, unless otherwise specified. It is important to note that if the tenant is not present at the appointment and does not inform the owner or the person in charge about the absence, the tenant will lose all rights to the reservation. Upon leaving the house, the tenants are obliged to inform the owner or his/her representative 72 hours in advance, in order to arrange an appointment to check the villa, sign the inventory of fixtures upon departure, and to complete any unfinished payments of expenses. The departure will be scheduled in the morning, unless otherwise stated, between 8 a.m. and 10:30 a.m., on the date specified in the rental agreement.

### **4 - Expenses /Fees**

Telephone calls and final cleaning are not included in the rental fee. Heating of the property, as well as heating of the pools, is not included in the rental fee. Water, gas, and electricity are generally included, unless otherwise stated in the rental agreement, in the rental fee during high season (from 6/21 to 9/5). Water, gas, and electricity are not included in the rental fee during the mid and low seasons (from 9/6 to 6/21). Linens (sheets, hand towels, etc.) are generally supplied for the rental period unless otherwise stated in the rental agreement. Additional expenses will be paid directly to the owner or to his/her representative at the end of the stay according to the meter readings. A set price can also be agreed upon between parties and will be noted in the rental agreement. If expenses are not paid at departure, the owner will hold the security deposit until the outstanding fee is paid. In the case of non-payment, the owner will debit any outstanding expenses from the security deposit and refund the remaining amount to the tenant.

### **5 – Security Deposit**

A security deposit will be paid to the owner or his/her representative upon arrival at the house/property. The owner or his/her representative may deny the guest entry if the security deposit (specified in the rental agreement) is not paid in full. The sum of the security deposit varies according to the property rented and is set by the owner. The security deposit does not accrue interest. The deposit will be returned in full if there is no damage to the property, the inventory signed by both parties is complete, and the tenant pays any additional expenses incurred (telephone, cleaning, electricity, water, gas, and any others), which are to be specified in the advance in the rental agreement.

If the security deposit cannot be repaid in full, it will be returned to the tenant minus the repairs incumbent or unpaid charges within 60 days; or in full upon receipt of open payments. It is the responsibility of the tenant to take all necessary steps concerning any reimbursements. Finally, the security deposit can be adjusted in agreement with the owner

and the tenant, according to the type of rental (a short or particularly long stay, risky events such as a wedding ceremony or reception party, etc.). In the case of an agreement between the owner and the tenant, the security deposit may be subject to special conditions that must be specified in the rental agreement and accepted by both parties. Vivi Villas is under no circumstances responsible for security deposits or other sums paid.

## **6 - Availability of the Rental Property**

The villas can also be rented by the year, winter and summer, if they are available. The villas can be rented by the week or by month. Some properties may also be rented for extended weekends. Availability can be seen on the Vivi Villas website and must be confirmed by telephone, email, or letter.

## **7 - Description of the rental property**

Vivi Villas has carefully visited all rental properties several times. They all meet the high standard demanded by the Vivi Villas company.

The property descriptions scrupulously conform to the requirements. The owner is committed to providing a dwelling that conforms in full to the contract and is in a state of perfect functionality and cleanliness. The owner is wholly responsible for the quality, functioning, and general equipment of the property that he/she is making available for rent. The quantity of the furnishings must be sufficient to accommodate the number of guests written in the contract and the furniture must be in good state (please refer to Paragraph 13: Obligations of the Owner).

The Vivi Villas company is intermediary between the owner and the tenant, and is not responsible for the state of cleanliness or the functioning of any equipment made available by the owner. In no case is Vivi Villas responsible for changes made to the rental property, its grounds or surroundings, or any discrepancies with availability not made clear by the owner prior to or after the date of reservation. By the same token, the agency is also not responsible for private or public works, building sites, or any occurrences affecting residents, whether they rent from the agency or not. Finally, neither the owner nor Vivi Villas is responsible for any irregularities in water, electricity, or telephone supply. The owner and Vivi Villas accept no liability for a possible lack of enjoyment arising from complications associated with the interruption of said services.

## **8 - Cleanliness and Maintenance of the Rental Property**

We specify that the rental property will be given to you in a clean and fully functional condition. We thank you for paying attention to this point. Please carry out a careful inspection of the property upon arrival and note any irregularities together with the owner or his/her representative if necessary.

We ask both parties to sign a written inventory. The final cleaning and housekeeping is not in the rent (unless otherwise stated in the rental agreement). The amount is to be written in the rental agreement and can be a set price or be calculated by the time necessary to clean the property. The final cleaning should be paid on the spot to the owner or to his/her representative. If not paid, it will be deducted from the initial security deposit.

The villas must be returned clean and in the same state as at rental begin. If this is not the case, the owner can demand a set price for cleaning and/or necessary repairs.

Finally, when utilizing the property, it is important to take care of the rental property and notify the owner or his/her representative in case of damages. Any lost, broken, damaged, or spoiled objects should be replaced or reimbursed to the owner by the tenant. We

remind you that it is forbidden to use products or objects that can block, clog, or otherwise be detrimental to septic tanks, plumbing pipes, washbasins, bathtubs, bidets, toilets, pools, and other sanitary equipment. This is very important. If a problem arises due to misuse of this kind, the tenant is liable for any expenses incurred for the repair of the damaged facility. Again, we recommend the tenant be insured. Please consult Paragraph 11 – Tenant Insurance.

## **9 - Accommodation Capacity**

The number of persons the rental property can accommodate is clearly indicated on the rental agreement. It does not always correspond to the real accommodation capacity of the property. Nevertheless, it is important that the number of occupants be equal to the number of tenants scheduled at the time of reservation and confirmed in the rental agreement. The number of guests should not change during the time of stay. If you exceed the number of persons scheduled in the rental agreement without the prior consent of the owner, either at arrival or during your stay, the owner can refuse access to the property or increase rent. It is not permissible to bring in additional beds. It is also forbidden to put up tents in the garden or to park caravans on the property. In the case of excessive guests, it is possible for the owner to demand an immediate departure from the house and require compensation for the tenant not respecting the rental agreement.

## **10 - Swimming Pool**

When the time comes for you to enter the property, the owner or his/her representative will explain to you how to verify the quality of the water. You cannot drain the swimming pools unless express agreed upon by the owner or his/her representative. As security measure, it is forbidden for tenants to personally carry out repairs on any machinery or devices. In general, the weekly maintenance of the swimming pool and its functioning are the responsibility of the owner or his/her representative. In case of a problem, the tenant should immediately inform the owner or his/her representative. Swimming pools are generally usable from June 1<sup>st</sup> to the end of September. Please check functionality for off-season rentals. Finally, the owners are obliged to have installed a system that conforms to the safety standards in effect for all swimming pools, buried and unfenced, for individual or collective use (Art L128 -2 Paragraph 2 new of CCH Law N°2004-1, Article 19). We remind you that only vigilance can avoid accidents.

## **11 – Insurance**

The notions of civil responsibility are different from one country to another. Vivi Villas will take no responsibility in the case of accidents, injury, loss, theft, etc. The tenant must be insured by an insurance company against theft, fire, and water damage, for all guests as well as for the furniture rented. The owner can ask for confirmation of insurance. Please ask your insurer about “villégiature” insurance (holiday resort insurance). It is also possible for tenants to obtain cancellation insurance, available from various companies. Please see the section on cancellation and cancellation insurance.

## **12 - Cancellation & Cancellation Insurance**

In case of cancellation, the following terms are applicable: for cancellations more than 45 days before arrival date, the cancellation fee is equal to 30% of the full rental amount; for cancellations 30-45 days prior to arrival, the cancellation fee is 50% of the full rental amount. For cancellations less than 30 days prior to arrival, the cancellation fee is 100% of

the full rental amount. Important: regardless of the reason for cancellation, the tenant must inform Vivi Villas by registered letter with acknowledgement of receipt. The date this notification is received determines the price scale to be applied. If the tenant does not inform the Vivi Villas company of cancellation, he or she will be obliged to pay the rental fee in full.

Important: Please note that the above-mentioned price scale does not apply in the case of cancellation insurance. Such insurance is optional and its cost is calculated according to the amount of your rent. Conditions and rates are listed below.

Finally, Vivi Villas is only an intermediary between the rental client and the owners of the property. The Vivi Villas company is not responsible for the loss of any additional expenses due to delays or schedule changes for trains, boats, planes, and other means of transportation. Vivi Villas takes no responsibility for complications due to sickness, quarantine, strikes, weather, public disturbance, war, or any other causes. All losses and additional expenses must be assumed in entirety by the tenant. Interrupted or shortened stays, or services not consumed, whatever the cause may be, will be reimbursed under no circumstances.

Important: Please note that the cancellation conditions mentioned are, in many cases, carried by the cancellation insurance that you can purchase through our agency. It is optional and cost is calculated according to your rental fee. Conditions and rates are listed below.

### **13 - Claims**

Any claims concerning the rental property should be lodged with the Vivi Villas agency, Am Modenapark 6, 1030 Vienna by telephone and by registered letter, accompanied with proof, within 72 hours after entering the property. After the time of 72 hours (4 days maximum) has been exceeded, claims cannot be taken into account.

It is important to note that neither the Vivi Villas company nor the owner are responsible for any irregularities in water, electricity, or telephone service supply; and accept no liability for any difficulties or loss of enjoyment incurred by said irregularity. By the same token, Vivi Villas assumes no responsibility for the quality of services provided by the owner or any other service provider external to Vivi Villas.

Finally, we are always available to help you and to act as intermediary between you and the owner.

### **14 - Obligations of the Owner**

General Rules and Regulations:

1. The owner is responsible in full for making the rental property available in a clean and functioning state. In accordance with the agreement signed with Vivi Villas, the owner assures that the rental property conforms to the construction, compliance, safety, and health standards necessary and obligatory for the seasonal renting of a property, in summer and in winter.
2. The owner assures that tenants can enjoy the rental property in peace and guarantees it free from any faults or defects that would be an obstacle to this enjoyment.
3. The owner has the insurance necessary and appropriate to renting out property. Vivi Villas is not responsible for failures to meet this obligation.
4. The owner assures that the rental property is in a good state of repair and that the equipment listed in the rental agreement is fully functioning.
5. Unless there is evident urgency, the owner will not undertake repairs or other works on the rental property during the rental period. The tenant will be compensated for any inconveniences impairing their free enjoyment of the property.
6. The owner assures that a system conforming to the safety standards in effect for

swimming pools, buried and unfenced, for individual or collective use is installed (Art L 128 - 2 Paragraph 2 new of CCH ( Law N° 2004 - 1, Article 19).

In addition:

1. The owner or his /her representative must receive the tenant on the day and at the hour scheduled in the agreement. Please see the arrival and departure clauses.
2. The owner or his /her representative must provide a written inventory for the tenant to sign. It is imperative that both parties check the state of the dwelling and of the furniture for any possible damages or other expenses to pay that have not been caused by the tenant. This should include the state of the bedding, the functioning of electrical equipment and kitchen utensils, including stereo system, video equipment, and living room furniture, the complete supply of kitchen equipment, fully functioning sanitary areas, and the swimming pool and state of outdoor furniture. The garden should also be checked, including any swings or other play equipment, self-activating sprinkler systems, electric gates, and the state of the lawns. This list is not exhaustive and differs according to the assets rented and must correspond to the written inventory signed by both parties.
3. Before and after renting, the owner must read and note the meter stand for any utilities not included in the rent and immediately, or as quickly as possible, inform the tenant so expenses can be paid upon check-out.
4. The owner must collect the security deposit when the tenant arrives at the rental property and return it at the end of the stay if no damage is noticed and if all additional expenses have been paid. If this is not the case, please see paragraph – security deposit.
5. Finally, the owner must be available during the entire rental period or have a representative with all information necessary to manage the property in the case of a complication.

## **15 - Obligations of the Tenant**

1. The tenant must inform the owner or representative of his/her arrival time, 48 hours before checking into the rental property.
2. Upon leaving, the tenant is obliged to inform the owner and to make an appointment for a final meeting 3 days prior to departure.
3. Together with the owner, the tenant must check the property before and after renting. Vivi Villas requests that both parties sign an inventory upon arrival and departure.
4. On the arrival day, the tenant must pay the owner the security deposit as stated in the rental agreement (please see the paragraph on security deposits).
5. On the day of departure, the tenant must pay any rental expenses as stated in the rental agreement.

Overall, tenants must:

1. Behave in an appropriate manner and oversee the good care of the rental property. Exceptional events (marriages, receptions, etc.) must be previously approved by the owner.
2. Upon leaving, the rental must be clean and returned in the state it was received.
3. You, your family, or your guests may not disturb the neighbors.
4. Only you and the guests mentioned in the rental contract may live in the house. Nevertheless, if it is impossible for the tenant to begin or to continue his/her stay, he/she will have the possibility of being replaced by a third party.
5. Except in the case of previous consent by the owner, the number of persons scheduled in the rental agreement must be respected (please see the paragraph on accommodation capacity).

6. During your stay, you must accept the completion of urgent repairs or work that cannot be postponed.
7. You must immediately inform the owner of any damages or excessive wear that occurs within the rental property, even if they cannot be considered significant damage.
8. The property is only rented temporarily, the tenant commits to leaving the property on the date scheduled in the rental agreement and his/her permanent residence has been specified in said agreement. The tenant does not have the right to sub-rent.

## **16 - Legal Rule and Duration of the Agreement**

Properties are rented as temporary residences and for pleasure. The lease is legally terminated when the term specified in the rental agreement expires. The stay cannot be prolonged without previous and written agreement from the owner. Rental properties may not be used as a principal or even secondary residence and the tenant may not carry out any commercial or professional activities on the premises.

Rental agreements will be governed by the clauses of the Civil Code as well as the conditions stipulated by these terms and conditions.