



GENERAL TERMS OF SEASONAL AND SHORT DURATION FURNISHED RENTAL

Feel Like ÔHM

Feel Like ÔHM is a company of ÔHM Real Estate SAS, leader of property administration of rental apartments, houses, chalets, villas and other premium and atypical furnished property, for stays from one night to one year.

Feel Like ÔHM also offers to its guests, to enliven their stays, a range of luxurious services ("Premium Service"), drivers' services, concierge services, customized booking and a complete range of customized services on demand.

Our services is aimed at travelers, expatriates, families but also everyone who wishes to temporarily stay in a secondary residence in a furnished property, stylish and high quality, while enjoying our large integrated or à la carte range of Feel Like ÔHM "Premium Services".

Headquarter:

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I - ACCEPTANCE OF GENERAL TERMS

This rental General Terms (hereinafter the « **RGT** ») governs all the rentals concluded between ÔHM Real Estate, a simplified joint-stock company (“Société par actions simplifiée” : SAS) in which the headquarter is located in 4 rue Gounod 75017 Paris, France, registered in the R.C.S of Paris under the reference 531 373 250 (hereinafter “**ÔHM**”) and any natural or legal person (hereinafter the “**Tenant**”) (hereinafter group or individual designated as the “**Party (parties)**”) who wish to rent one or several properties in the ÔHM Real Estate catalogue and enjoy Premium Services suggested on the website www.feel-like-ohm.com (hereinafter respectively the “**Property**” and the “**Rate**”).

The tenant declares and acknowledges to have a perfect knowledge of the RGT reproduced on the website www.feel-like-ohm.com as a complement of the special conditions (the “**Special Conditions**”), passed on the Tenant with an acknowledgement of receipt for each rental. It is up to the tenant to send back the signed special conditions to ÔHM and to accept this RGT according to the article III of the RGT.

The special conditions and this RGT published, the online ÔHM Rate constitutes together the rental contract (the “**Rental contract**”).

For a tenant, the act of ordering a booking implies the full and unreservedly application to the special conditions and this RGT which govern the rentals. Any other condition can be only linked to ÔHM it was, before the order, an object of written and signed agreement between the two parties and under the condition that it is not opposite to the RGT. In case of contrariness between a stipulation of the RGT, and a stipulation of the Special Conditions, the Special conditions prevail on the RGT.

II - OBJECT AND FIELD OF THE RGT

The RGT has for purpose to set the conditions and methods in which the tenant rent to ÔHM, the agent, the selected property for the rental period chosen by the tenant according to the term of the RGT.

The rental is concluded, as a temporary leisure secondary residence for a seasonal nature or short duration periods, during dates chosen by the tenant, mentioned in the special conditions.

La location est conclue à titre de résidence secondaire provisoire et de plaisance à caractère saisonnier ou pour des périodes de courte durée, à des dates choisies par le Locataire, mentionnées dans les Conditions Particulières.

The tenant declares and acknowledges that the property cannot be used as a main residence. The Tenant has to respect the expected usage according to the affectation and purpose of the property mentioned in the rental contract concluded between ÔHM and the Tenant in the conditions of this RGT.

The short duration rentals for commercial mean (wedding, events...) expressly and beforehand authorized by ÔHM will be subjected to additional specific conditions depending on the planned event stipulated in this RGT and/or in the special conditions.

III - RESERVATION

BOOKING REQUEST

The rental booking requests can be made on the agent's website www.feel-like-ohm.com, by phone, by mail, by fax or by email.

The proposed rental property is presented in the online catalogue available on the website www.feel-like-ohm.com.

The tenant will select the property he/she wishes to rent by selecting it on the website, then choosing the rental period(s) wished before clicking on the tab "Book" ("Réserver"). The booking can only be registered on the website if the tenant clearly identified himself/herself by the registration of the name, exact and complete coordinates, the prospective billing address (if this one is different from the tenant's home), his email address, his login/password, and also credit card number and expiration date.

The detail of the order will appear on the summary page. The tenant will have to check the order detail, and also the total rate of the tenant and adjust it in case of possible mistakes before validating the order by clicking on the tab "Validate" ("Valider").

This validation is worth, for the tenant, definitive purchase order for the rental period of the property according to the description available on the online catalogue and regarding the methods in this RGT.

The Tenant commits to take the property as it is, without exception and unreservedly, in the state in which it is, with furniture described in the descriptive statement and the rental conditions (inventory) given with the special conditions, as indicated in this RGT, subjected to possible modification between the moment in which the picture was taken and the arrival of the tenant.

For ÔHM, the order will only be definitely confirmed in the conditions hereinafter.

CONFIRMATION AND VALIDATION OF THE BOOKING

ÔHM will acknowledge the receipt of the order as soon as possible by email or mail.

Upon reception of the booking request, ÔHM will send to the tenant a confirmation letter, constituted of two copies of the rental contract (special conditions, appendix attached, and descriptive state which is worth inventory, the rental general terms are automatically accepted when the special conditions are signed). **One of this copy of the rental contract, the appendix aforementioned included have to be sent back to ÔHM dated, signed and initialed by the tenant within two (2) days from the reception.**

For ÔHM, the rental will not be confirmed as long as ÔHM will not have received (1) the rental contract signed by the tenant, and (2) the payment of the down payment hereinafter.

A lack of sending, by the tenant, the signed rental contract, the down payment, or the balance in the indicated delay in the rental contract, the reservation offer can be, by full rights, declared null and void by ÔHM.

For the tenant, the online order commits the tenant to pay the down payment and to send back the rental contract signed by ÔHM in the aforementioned delay. With a lack of these elements, the tenant will have to pay the penalty applied under the penalty clause hereinafter.

For ÔHM, the rental will be held and the order will be definitely validated upon reception, by ÔHM:

- Of the copy of the rental contract dedicated signed by the tenant and
- The tenant's payment of 25% of the rental price as a down payment

The rental contract will be attached by its appendix and the payment of the down payment has to send by mail to:

SAS ÔHM Real Estate

19 rue de Cheroy

75017 Paris, France

ÔHM will send a rent receipt upon the reception of the balance payment of the booking and the signed rental contract by the tenant for the apartment rental.

Once the rental contract sent back to ÔHM, signed by the tenant and the payment aforementioned as a down payment, the reservation will become firm and definitive for ÔHM and no order cancellation is possible by the tenant or by ÔHM.

The reservation is firm in the indicated dates and cannot be modified or postponed whatsoever the reason is. For safety reason, the exact address will be provided to the tenant only during the confirmation of the booking reservation.

Penalty clause

IF THE TENANT, AFTER AN ONLINE RESERVATION REQUEST, REFUSES TO SEND BACK THE CONTRACT OR PROCEED TO THE DOWN PAYMENT OF THE RENTAL AFTER THE ORDER, THIS BEHAVIOR WILL BE REPUTED AS AN ORDER "CANCELLATION" AND ÔHM CAN DEMAND THE FORCED EXECUTION OR COMPENSATION: THE PENALTIES HEREIN BELOW WILL BE APPLICABLE AS PENALTY CLAUSE.

ANY RESERVATION ORDER OF THE TENANT CONFIRMED BY ÔHM WILL BE FIRM FOR BOTH PARTIES. ANY ORDER CANCELLATION CONFIRMED BY THE TENANT OR THE LANDLORD MUST BE NOTIFIED BY REGISTERED LETTER WITH ACKNOWLEDGMENT OF RECEIPT.

IN CASE OF LACK OF ORDER CONFIRMATION BY SENDING THE CONTRACT OR PAYMENT OF THE RENTAL DOWN PAYMENT BY THE TENANT OR THE CANCELLATION OF THE RENTAL FOLLOWING A CONFIRMED ORDER, THE PARTY WHICH IS ORIGINALLY OF THE DEFAULT WILL BE HELD, AS PENALTY CLAUSE, OF A PENALTY EQUAL TO THE FOLLOWING RATE:

IN CASE OF CANCELLATION, THE REIMBURSEMENT OF THE BALANCE AND THE PENALTIES DUE WILL BE PROCESSED AS FOLLOWS:

- CANCELLATION MORE THAN 60 DAYS BEFORE THE STAY: FULL REIMBURSEMENT OF THE RENTAL BALANCE WITH A DEDUCTION OF 25€ ATI OF FEES.

- CANCELLATION LESS THAN 60 DAYS BEFORE THE STAY UNTIL 9 DAYS: REIMBURSEMENT OF 50% ATI OF THE RENTAL BALANCE WITH A DEDUCTION OF 25€ ATI OF FEES.
- CANCELLATION LESS THAN 8 DAYS BEFORE THE STAY UNTIL 4 DAYS: REIMBURSEMENT OF 25% ATI OF THE RENTAL BALANCE WITH A DEDUCTION OF 25€ ATI OF FEES.
- CANCELLATION TWO DAYS BEFORE, THE DAY BEFORE, OR THE SAME DAY AS THE STAY: NO REIMBURSEMENT POSSIBLE.
- FOR AN INTERRUPTION OF STAY: NO REIMBURSEMENT POSSIBLE

IN CASE OF CANCELLATION LESS THAN 8 DAYS, THE PREMIUM SERVICES ORDERED, NOT CANCELLABLE, WILL BE DUE IN THE ENTIRETY.

THE BALANCE HAS TO SETTLE FOR THE LATEST THE FIRST DAY OF THE RENTAL INDICATED IN THE CONTRACT, ADDITIONALLY, EVERY PAYMENT NOT DONE ON TIME BY THE TENANT WILL BE INCREASED BY FULL RIGHTS OF 10% OF THE RENT AMOUNT AS PENALTY CLAUSE.

WHOLE OR PART OF THESE PENALTY CAN BE TAKEN IN CHARGE BY THE CANCELLATION/INTERRUPTION OF STAY (SAISONIS) SUBSCRIBED BY THE AGENCY ACCORDING THE CONDITIONS OF THIS ONE.

COMPETENCE - SIGNATURE

The persons less than 18 years old are not allowed to make reservation. ÔHM reserves the right to refuse any reservation without justification.

The person who signed the online reservation form or the rental contract is responsible of the property rental payment and commits to respect the RGT. The person declares to have the competence to power to conclude this rental contract according to the terms of this RGT.

The validation of the online order has worth of a signature as a hand-written mention according to the article 1316-1 of the civil code (law of March 13th 2000) and is considered as an irrevocable confirmation of the order and any operation made on the website www.feel-like-ohm.com.

IV – Preservation and archiving transactions

The purchase order and invoices archiving are made on a reliable and lasting format held in ÔHM's headquarter, or, depending on the case, web provider's one, so it corresponds to a true and lasting copy according to the article 1348 of civil code. The computerized register, kept in the computer system of ÔHM and its partners in reasonable safety conditions, will be considered as proof of communication, orders and payments between both parties.

V – Rate, fees, taxes and rental charges.

The displayed online rate on the website www.feel-like-ohm.com (the "Rate") is stated in EUROS and the total rate of the rental is exclusively payable in EUROS.

The total rental cost for the tenant is constituted of the rent indicated in the rate, in which it varies depending on the property, the duration and the chosen period, and also the agent ÔHM fees, taxes, charges, and rental cost and also services described hereinafter.

Any additional cost will not be requested on the standard rental basis, except the fees, taxes and mandatory charges endorsed in this RGT, generated for the Tenant.

Any online published rate on the website www.feel-like-ohm.com can be modified without any notice. The applicable rate to the Tenant is the one applicable the day of the sending order of the Tenant.

If the Tenant uses not included service in the rental package, an additional invoice will be given to the Tenant at the beginning or the end of the stay.

A provisional payment can be claimed by ÔHM to the tenant on the subscribed service by tenant, the balance will then be payable at the end of the stay.

The total rental rate will include the following services:

- The apartment rent
- The water
- The heating
- Rental fees and administration fees of ÔHM established as follows :
 - Stay from 1 to 30 days passed : 35% ATI (basis : principal net rent + administration fees ATI) of the total stay
 - Stay from 1 month to 3 months passed : 30% ATI (basis : principal net rent + administration fees ATI) of the total stay
 - Stay from 3 months to 9 months passed : 25% ATI (basis : principal net rent + administration fees ATI) of the total stay
 - Stay from 9 months to 12 months passed : 20% ATI (basis : principal net rent + administration fees ATI) of the total stay
- Application fees : 25€ ATI
- Applicable VAT
- Tourist tax : according to the application price scale
- Cable TV including international channels
- Hotline for emergency 24/7 (unless noted otherwise)
- Information service implemented for the stay duration
- Unlimited high-speed internet connection WIFI in the equipped apartment (unless noted otherwise).
Please notice than ÔHM cannot be held responsible for any network malfunctioning or possible incompatibility between the computer and the installed modem.
- The Welcome pack
- The customized welcome with a driver (upon option or included depending of the property rented category)
- The concierge service provision
- The mandatory services and option chosen by the Tenant
- The mandatory insurance of the landlord for any damages affecting the property and furniture in the property in case of fire, flood, burglary and broken glass. **However the landlord insurance doesn't cover**

the luggage, possession, valuables of the tenants, nor civil damage or specific needs inherent to the activity in case of commercial rental, in which the tenant expressly acknowledge that he/she has to be insured and prove it to ÔHM.

The rate does NOT include the following services and fees, paid by the Tenant:

HOUSEWORK

For hygiene reasons and to maintain excellent conditions of our apartments, housework is mandatory and executed by our cleaning and maintenance services

The subscription to the service is mandatory.

The package "housework" paid by the tenant is the following, all taxes included.

Studio	60 €
Up to 50m ²	80 €
Up to 70m ²	105 €
From 100m ² to 150m ²	130 €
4 bedroom apartment and loft from 150m ² to 250m ²	185 €
5 bedroom apartment and loft from 250m ² to 350m ²	205 €
Above 350m ²	Contact us

In case of extra hours needed for housework because the apartment would be returned in dirty conditions or badly maintained, 25 € ATI will be invoiced in addition to the tenant per extra hour.

Besides, for the rental higher than 2 weeks, the Tenant proceeds to housework by appealing ÔHM cleaning services with rates hereinabove once every two weeks.

The payment of these services can be paid in advance by the Tenant.

LAUNDRY

The laundry cleanliness is one of our concerns and priority of Feel Like ÔHM. Each property will be cleaned, prepared, reviewed at your arrival to welcome you in the best conditions. The Tenant has to be respectful and thoughtful to the linen at his/her disposal during the stay. The Tenant has to keep it in good condition along the stay, until the end of the rental period.

Every sheets, bathrobes, slippers and linen are Feel Like ÔHM property. All the linen are carefully washed, dried, ironed and freshly changed for each arrival. The Tenant has to keep all the disposal linen in perfect condition during the stay, especially the quilts, quilt covers, sheets etc...

The linen clean will be exclusively paid by the Tenant. For long stays, the Tenant has to enquire ÔHM services every 15 days to proceed to the change of linen with the indicated rate and specific number of potential bedding per apartment.

In case of additional linen requirement or in case of change of linen request or in case of linen deterioration, the Tenant will have to pay off additional fees.

Additional linen (ATI):

Type	
Linen	Package
Small sheet 180 (90*190/200)	3 €
Large sheet 240 (120/160*190/200)	3,5 €
King size 280 (180/200*200)	4 €
American pillow case (50*70)	1,5 €
Square VP pillow case (65*65)	1,5 €
Quilt cover 190	4,5 €
Quilt cover 240	6 €
Quilt cover 260	7 €
Other Towels	
Hand towels	1 €
Bath Towels	2 €
Bathmat	1,5 €
Bathrobe	7 €

Deterioration of linen:

Type	
Linen	Package
Small sheet 180 (90*190/200)	7 €
Large sheet 240 (120/160*190/200)	8 €
King size 280 (180/200*200)	9 €
American pillow case (50*70)	3 €
Square VP pillow case (65*65)	3 €
Quilt cover 190	15 €
Quilt cover 240	17 €
Quilt cover 260	20 €
Other Towels	
Hand towels	8 €
Bath Towels	12 €
Bathmat	10 €
Bathrobe	29 €

TELEPHONE

Unless noted otherwise, telephone calls are not included in the Rate. The telephone consumption of the Tenant during the stay has to be calculated and paid at the reception of the invoice at the end of the stay

WATER, GAS AND ELECTRICITY

The expenses of water, gas and electricity are not included in the rental and are calculated and paid proportionally to the Tenant consumption according to the applicable legal rate.

For stays less than 3 months, these expenses are paid by the landlord, unless in case of abnormal overspend of consumption, in which case, these additional expenses will be paid by the Tenant.

For stays more than 3 months, these expenses will be paid by provision before the entry in the property, calculated in function of the stay duration.

At the end of the stay, in case of overspend consumption, on an average basis planned compared to the rental period, the Tenant will have to pay a complement of payment. ÔHM will be empowered to withdraw the due amount by the Tenant in the security deposit, or request the payment to the Tenant which has to pay it with any methods.

AGENCY FEES (RENTAL AND ADMINISTRATION FEES)

The fees of ÔHM as agency fees are calculated in function of the duration of stay according to the price scale indicated hereinabove.

In case of extension of stay granted by ÔHM, ÔHM will perceive additional agency fees which cannot be inferior from 70 € ATI.

CHECK-IN AND CHECK-OUT

CHECK-IN

Any useful information for arrival conditions during the weekday or weekend are specified in the reservation confirmation

The arrival in apartment is between 03:00 pm and 08:00 pm.

During a reservation, the Tenant must indicated precisely the arrival time at the following address checkin@feel-like-ohm.com in order that "Key guards" of ÔHM can wait at the airport, train station or apartment.

In case of delay, the Tenant must notify ÔHM as soon as possible.

The itinerary and the number of the person to notify in case of delay will communicated with the contract.

An additional cost of 45€ ATI will be invoiced if the arrival is after 08:00pm and, in case of a delay of arrival, any delay superior from an hour compared to the time indicated for the appointment with the driver for this optional service, or compared to the time of appointment with our "Key guard" in the apartment will be invoiced 25 € TTC per hour.

If the apartment is not occupied the night before the stay, ÔHM can offer the possibility to check-in before 02:00 pm. Please contact our "Key Guards" if you are affected, it will be our pleasure to respond to your request as much as we can.

CHECK-OUT

The check-out / delivery of keys must be done between 08:00 am and 11:00 am.

Our Key Guard will meet you at the apartment at the time planned to proceed to the exit inventory, return of keys and the provision of the rate of the stay invoice and the remittance of the credit card print used with the same card at the arrival.

The invoice of the stay will be send at the latest one (1) month after the departure of the Tenant.

In case of a departure before 08:00 am, an additional cost of 45€ ATI will be paid by the Tenant. If the apartment is not occupied the following night, we can offer you the possibility to stay in the apartment until 03:00 pm. In order to arrange it, don't hesitate to contact our departments which will indicate if you have the possibility to extend your stay regarding the reservation state.

Any delay of the delivery of keys will be invoiced 45 € ATI per hour delayed.

The lack of delivery of keys will be invoiced 1 000€ ATI.

DAY USE

If your departure is after 03:00pm, we can offer you the possibility to stay in the apartment by paying only 20% of the overnight stay, until a limit of 08:00pm, in the condition that it is not rented the same night.

In this case, don't hesitate to contact us with no further delay; ÔHM will do its best to respond positively to your request.

SUNDAY AND/OR NATIONAL HOLIDAY

If you plan to arrive or leave a rented property on Sunday or on a national holiday of the French calendar, it will be requested to the Tenant an additional cost of 45€ ATI.

If you plan to arrive or leave a rented property on December 25th, January 1st or May 1st, it will be requested to the Tenant an additional cost of 80 € ATI.

MODIFICATION OF STAY CONDITIONS

Any confirmed order by ÔHM is firm and irrevocable. However, any modification request from the Tenant, regarding the arrival date, departure date or the apartment regarding to the stay agreed in the order can be nevertheless reviewed by ÔHM, on the understanding that :

- If the modification is requested 30 days before the planned arrival date, no fees will be required ;
- If the modification is requested less than 30 days, and according to our cancellation policy, 45 € ex-tax of administration fees will be claimed.

ON DEMAND SERVICES: I PREFER, VIP PACKAGE FOR LONG TERM AND FOR A DAY, GROOM SERVICE, VARIOUS OPTIONS

The on demand services ("Premium Services") can be subscribed by the Tenant on the website "Premium services" of the agent on the website www.feel-like-ohm.com, in which the services but also the rates and methods of payment are detailed. This webpage is an integral part of this RGT and the rental contract. The Tenant declares to accept unreservedly and commits to pay the corresponding rate for each Premium Service he/she will subscribe.

MINI BAR

The Tenant pays his/her consumption of the mini bar at the end of the stay to ÔHM or, with a lack of payment, will be withdrawn in the security deposit.

USE OF CONCIERGE SERVICE

The access to the concierge service is included in the Rate but the use of the proposed services by the concierge service to the service provider will be paid by the Tenant directly to these service providers.

APPLICATION FEES

ÔHM withdraw twenty-five Euros (25€) ATI as application fees for each reservation.

PAYMENT BY AMEX

The American Express cards ("Amex") are accepted. ÔHM will not invoice the fees for the bank transaction.

PAYMENT BY CHECK ISSUED BY A FOREIGN BANK

The payment by check issued by a foreign bank can be refused or free from any fees perception.

RENTAL INSURANCE

The Tenant take in his/her charge the rental insurance fees for the duration of his/her stay and expressly declares to be covered by temporary house insurance.

IMMEDIATE RENTAL WITHOUT ANY PRELIMINARY RESERVATION

For an immediate rental of an apartment and subjected to availability, the reservation has to be made at the same time than the balance payment and the security deposit to the agency ÔHM Real Estate. It is possible that an appointment can be proposed onsite or in the apartment.

An additional cost of 20 € ATI can be invoiced from 08:00 am and 20:00 pm and if the request occurs between 08:00 pm and 08:00 am, an additional cost of 80 € ATI will be invoiced.

VI – PAYMENT

DOWN PAYMENT

The payment of the down payment of 25% of the total rate of the rental will be made upon reservation if this one is made less than 6 months before the beginning of the rental. If not, the down payment will have to be paid in a delay of 6 months before the rental and at the reservation for the latest.

The mandatory premium service and the prospective one chose by the Tenant during the reservation will be invoiced in addition, and payable in advance, for the latest during the check-in of the property, except in the case of, agreed with ÔHM, it is agreed that some service providers will be directly paid by the Tenant.

BALANCE OF THE STAY

The date of the balance payment of the rental rate will be indicated in the special conditions of the rental contract.

Unless noted otherwise, it will be paid by the Tenant:

- For the stays less than three (3) months: for the latest, during the keys provision
- For the stays more than three (3) months: by quarter in advance, the first quarter for the latest during the keys provision and then the first day of each quarter.

The balance of the stay cannot be demanded, at the earliest, one month before the check-in, and for the latest, the day of check-in, before the keys provision to the Tenant.

No keys of the rented property will be provided to the Tenant without the full payment in the indicated dates hereinabove.

The balance of the stay can be paid by the Tenant by:

- Online payment, via our secured payment system or by credit card with our banking establishment.
- Bank transfer to "ÔHM Real Estate Gérance" on the account opened in the bank "Palatine PRI Paris trinité" by :
 - Bank account details

- IBAN
- BIC

The balance of the rental rate will be paid for the latest the day of the arrival of the Tenant before the keys provision by:

- Cash (in euros only)
- Holiday checks ANCV
- Traveler's check
- Credit card on our terminal EPT (Visa, MasterCard, Debit card, e-debit card, Amex)

A definitive amount of the total rental rate will be done before the departure of the Tenant, in function of the fees and charges occasioned by the rental, and also prospective Premium Services subscribed which is paid by the Tenant during the check-out.

LACK OR DELAY OF PAYMENT

Any lack of payment, total or partial, of the Tenant will cancel with full rights the reservation. In case of a rental on going, any lack of payment, total or partial, of the tenant will terminate the rental without any further delay and with full rights and the Tenant will not have any rights to stay in the property. If the Tenant already settles in the property, he/she shall immediately free the location.

BESIDES, ANY PAYMENT NOT MADE ON TIME BY THE TENANT WILL BE INCREASED WITH FULL RIGHTS OF 10% OF THE RENT AMOUNT AS PENALTY CLAUSE.

RECEIPT OF STAY

A receipt of stay for the rental payment issued by ÔHM is provided to the Tenant at the end of the stay, or if not, within 30 days. The payment of the end of stay invoice must be done by the Tenant upon presentation of this one. Every 30 days minimum, an intermediary receipt of stay can be done and would require a payment of this one.

VII – SECURITY DEPOSIT

PAYMENT OBLIGATION

Upon arrival, during the keys provision, the Tenant has to give the print of his/her credit card. ÔHM Real Estate obtained a bank authorization to keep the amount received as a security deposit.

The Tenant can also pay it cash or by check.

This security deposit has for purpose to respond to damages and theft that might be caused to furniture or any object in the rented property. This security deposit also has for purpose to respond to fees triggered by Premium Services during the stay of the Tenant and any other fees and prospective outstanding debt, penalties, additional expenses or any capacity for the Tenant. The security deposit is mandatory. Any object lost, broken, deteriorated or damaged shall be replaced or reimbursed at its value of replacement by the Tenant.

In case of absence of any degradation, ÔHM will restitute the security deposit upon check-out, by repassing the same credit card in its EPT terminal. If fees have been triggered during the stay, it will be invoiced and mentioned on the total balance invoice of the stay given during the check-out.

In case of a payment of the security deposit by any other methods by the Tenant, this deposit will be restituted for the latest one month after the check-out, prospectively withdrawn of amount that could be due by the Tenant as indicated hereinbefore.

AMOUNT OF THE SECURITY DEPOSIT

From 1 night to 7 nights:	1 week of rental
From 8 nights to 1 month:	100% of the rental amount
From 1 month and 1 night to 3 months:	1 rental month
Up to 3 months and 1 night:	30% of the rental amount

A security deposit is mentioned in the order validation letter, the rental contract and on receipts.

The security deposit may vary depending on a specific apartment.

OBJECT OF THE GUARANTEE

Any damages or degradations will be withdrawn by ÔHM on the security deposit of the Tenant. In case the damages or degradation would be more important or more expensive than the amount of the security deposit, the Tenant will see his/her civil responsibility engaged with a lack of spontaneous payment of the Tenant, upon the reception of indictment letter with acknowledgement of receipt of ÔHM to enjoin proceeding to repairs originated from his/her fact or the pay the actual cost.

VII – “Premium Services” (optional)

The Tenant can also, to enliven his/her stay, subscribe to additional services suggested by the Agent, directly or through local service providers (“Premium Services”).

The premium services are preselected by the Tenant (during the online reservation or by completing the appendix of the rental contract, or by notification to ÔHM anytime) and are paid to ÔHM in advance for the latest during the check-in in the property of the Tenant, unless noted otherwise in the rental contract.

An indicative list of these Premium Services, and also rate conditions are partly in the appendix of the rental contract, the entirety of the Premium Services provided are online on the website www.feel-like-ohm.com. It is then possible, through our concierge service, to have access to turnkey packages but also customized endlessly. The price of these packages depends on the type and the requested package to customize it. The customizable turnkey packages are indicated on the website of ÔHM.

VIII – RENTAL DURATION

DETERMINED DURATION

The rental is concluded for firm and fixed duration in the Rental Contract for one or several nights or for several periods which cannot exceed three months for the seasonal rental, or, in other cases, for short duration periods that cannot exceed one year.

TERM INCIDENCE

The rental ends with full rights at its term, without giving any needed resignation and cannot be extended or renewed tacitly.

The Tenant will have to free the location between 08:00 am and 11:00am the day of departure in the conditions of this RGT, unless noted otherwise in the Contract.

ANTICIPATED RESILIATION FOR FAULT

The location will be canceled without any further delay with full rights by anticipation in case of delay or lack of payment of a single term of rent on time or charges, or in case of a lack of execution by the Tenant of one of the clause of the contract, upon reception by the tenant of a letter of notification of the cancellation sent by ÔHM.

The tenant will return the keys to the Agent after the establishment of the exit inventory (check-out).
IF THE TENANT REFUSES TO LEAVE THE LOCATION, HE/SHE WILL BE HELD A PAYMENT OF COMPENSATION ACCORDING TO THE ARTICLE IX (UNDER THE CLAUSE "CHECK-OUT") AS PENALTY CLAUSE.

CANCELLATION OF THE CONTRACT DUE TO ÔHM

In case of imponderable, insurmountable, unpredictable and independent events independent of the will of ÔHM (ex: fire, storms, burglary) or any other reasons that would make the apartment inaccessible, ÔHM commits to rehouse you in an apartment of identical or superior category located, depending of the availability, in a place as close as possible of the property that you selected during the same date, without any additional cost.

In case that this change can't be done because of a lack of alternative unoccupied property for the same period, the entirety of the perceived amount by ÔHM will be reimbursed.

In any case, in such hypothesis, ÔHM cannot be, in no way, be subjected to a demand of compensation.

IX – RENTAL CONDITIONS

The occupation method of the rented property by the Tenant must be strictly in keeping with the rental contract and this RGT.

ORDER MODIFICATION BY THE TENANT

Any order confirmed by ÔHM is firm and irrevocable.

It is up to the Tenant, upon reception of the reservation confirmation sent by ÔHM, to check every detail of the rental to make sure it is correct.

In case of a mistake notification, this one shall be made by the tenant in the 48 hours of the order confirmation.

Any mistake notification beyond this delay cannot be received.

Any other modification request cannot be admitted except an express derogation by ÔHM.

INVENTORY ("CHECK-IN")

The Tenant and ÔHM will together draw up an incoming inventory of fixtures but also a descriptive statement (inventory) of the property before the use of the property, which will be signed by the parties at the entrance in the property by the Tenant, with the keys provision.

NUMBER OF BEDDINGS

The rented property shall not be, on any pretext, be occupied by a number of persons superior than the one indicated in the Rental Contract or the fact sheet of the apartment of ÔHM, in order to guarantee a maximum comfort for the guests but also for safety reasons.

As an exception, ÔHM can, upon express demand of the Tenant, authorize, written beforehand, the Tenant to set one or several additional bedding for a surcharge of the rent. With a lack of such agreement, only the persons nominally clarified on the reservation application are empowered to enjoy the rented property without any need agreement beforehand. **The number of persons staying cannot exceed the number of bedding clarified in the reservation confirmation (number also including children less than 2 years old)**

In case of negligence of the Tenant, ÔHM can declare the contract cancelled without any further delay with full rights to the Tenant's fault or refuse the check-in of the Tenant or order his/her immediate departure without notice, without compensation nor reimbursement.

STRICTLY LIMITED USAGE TO THE SECONDARY LEISURE RESIDENCE

The Tenant commits to use the rented property as exclusively in a leisure way for the occupancy in temporary secondary leisure residence and short duration leisure or seasonal furnished.

The usage of the property as a main residence and/or the use of any trade, profession or industry are absolutely and strictly forbidden.

As an exception, the property can be affected as a trade usage, with reservation than such affectation would be expressly specified and beforehand agreed in the rental contract.

In this case, the Tenant will have to strictly practice the specified activity in the rental contract, with the exclusion of any other during the contract duration. He/she must subscribe any additional insurance needed to practice the activity agreed in the rented property and prove it to ÔHM. ÔHM can request the payment of security deposit or any other form of additional guarantee. The tenant then acknowledges that, in no way, the rental contract can be qualified as a commercial lease in the meaning of the articles L.145-1 and following of the commercial law, and he/she cannot request to benefit from a right or renew nor eviction compensation. The Tenant will have to pay any right, charges, taxes and other fees due to his/her activity and this business running.

In any case, no commercial event, social event, commercial business or similar natures (example not restrictive: expositions, business offices, wedding, big receptions, large scale cocktails) is not authorized in the rented property without the written and beforehand consent of ÔHM.

COMMUNICATION OF INFORMATION TO ÔHM

The tenant commits to inform ÔHM in an exhaustive way on the stay conditions, the departure and arrival dates, and transmits any useful information according to the planned rental.

Any information not transmitted to ÔHM in nature to hinder the good care of the Tenant, as a financial, human or through an external service provider way, will be the exclusive responsibility of the Tenant.

CHECK-OUT

The Tenant will have to free the location in the conditions of this RGT, except other stipulation in the Rental Contract.

An outgoing inventory of fixtures will be contradictory completed and signed by both parties at the end of the stay before the release of the location, based on the incoming inventory of fixtures.

The property shall be released in the same condition than it was during the incoming inventory of fixtures (the incoming inventory of fixtures and the descriptive statement considered binding as the reference), free from any material or furniture that would not be in the incoming inventory of fixtures.

THE TENANT DECLARES AND ACKNOWLEDGES AS PENALTY CLAUSE, THAT IN CASE OF DELAY OF THE TENANT IN THE RELEASE OF THE PROPERTY AT THE END OF THE STAY OR IN CASE OF ANTICIPATED CANCELLATION, HE/SHE WILL BE HELD OF AN IRREDUCIBLE AND FIXED COMPENSATION OF 45 € EX-TAX PER HOUR DELAYED UNTIL THE TOTAL RELEASE OF THE PROPERTY AND KEYS PROVISION.

IN CASE OF REPAIRS MADE NECESSARY BY THE ACT OF THE TENANT PREVENTING FROM THE COMMERCIALIZATION OF THE PROPERTY RENTED AT THE END OF THE RENTAL, THE TENANT WILL BE RESPONSIBLE OF THE A COMPENSATION PAYMENT IRREDUCIBLE AND FIXED OF 200% OF THE DAILY RENT PER DAY DELAYED, TO COVER THE HARM OF THE LOSS OF EXPLOITATION ENDURED BY THE LESSOR AND BY ÔHM AND COMPENSATION TO BE MADE TO THE FOLLOWING TENANTS.

GENERAL TERMS OF USE

As a general way, the tenant shall:

- Use and benefit from the property with due diligence abstaining from any degradation, respect the applicable rules of the rented property and neighborly relations.
- Make no modification, improvement or repairs in the property whatsoever the reason is, proceed to the maintenance of the property.
- Abstain from throwing in the washbasin, bathtub, bidet or sink, objects likely to obstruct the canalization, damage the property or furniture and equipment, answer from any endured damage by his/her act or by persons occupying the property
- Immediately inform ÔHM of any damage or degradation occurring in the property, even if there is no apparent damage.
- Not claim any rent reduction in case of urgent work incumbent upon the lessor prove to be required during the rental and not being opposed of the execution of these works.
- Not do anything, by his/her act or his/her family or relations act that might harm the peacefulness of the neighborhood or any other occupant. And conform to, as occupant of the location, to the building regulation
- Occupy the location personally and cannot, IN NO WAY, sublease, even freely, nor yield the right of this rental, except written and beforehand agreement of ÔHM.
- Cannot in any pretext stock furniture, with the exception of linen and small objects.
- Let execute during the rental, in the rented location, the work in which the obvious emergency cannot be postponed.
- Restitute the location at the end of the contract, for the latest at 11:00 am, free from any form of occupation.
- Immediately inform ÔHM of any damage or degradation happening in the rented property, even if there is no visible damage.
- Answer to degradations and losses that happen by the tenant fact or by persons in the property fact during the use the property, unless the tenant can prove that it was not his/her or the occupants' fault.
- Warn in advance the day and the time of the arrival
- SET AN APPOINTMENT FOR THE CHECK-OUT FORMALITY ONE DAY BEFORE FOR THE LATEST

SECURITY – BOAT RENTAL

Due to safety reason, for the rental of boat and barges, it is expressly forbidden for the Tenant to:

- Use the chimney
- Dive in the Seine
- Make stranger, other than people clarified in the contract, to come
- Smoke in the barge
- Make children, less than 10 years old, to come
- Throw in the sanitary other object than toilet paper

X – COMPLAINTS

In case of the Tenant would be disappointed by the temporary accommodation, he/she must signify it, with no further delay, to the office of ÔHM Real Estate which would make its uttered to attempt to solve the problem.

If after that, the problem has not been solved, the Tenant can send his/her written comments, in the 7 days following the end of the stay to:

Office du tourisme de Paris (Paris tourist office)
25 rue des Pyramides
75001 Paris

XI – SECONDARY HOUSE AND STAY INSURANCES

SECONDARY HOUSE INSURANCE

The insurance certificate in France is mandatory. This insurance protects the Tenant and the landlord in case of water damage, fires, and other damages in which the responsibility of the tenant can be engaged.

ÔHM established for the lessor an insurance policy dedicated to the rental managed by real estate professional that not exceed 90 days.

However, the Tenant must declare his/her seasonal rental to his/her main residence insurer, for the resort Civil Liability. The tenant has to prove it during the check-in in the property and obligate himself/herself to process it. Failing that, the Tenant will be in debt of the lump sum of 20 Euros ATI for a stay less than one week, increased of 10 Euros ATI per additional week.

ÔHM Real Estate declines any responsibility for prospective plea that the lessor company could apply against the Tenant in case of any damage.

CANCELLATION OF THE STAY INSURANCE BY THE TENANT

The insurance guarantee to the Tenant the reimbursement of sums already paid as down payment or the rental amount fully paid before the beginning of the stay:

- a) Serious illness, serious physical injury, death of the tenant, the conjoint, civil PACS partner or registered partner, relative in the ascending line, relative in the descending line, son-in-law and daughter-in-law. Illness or serious physical injury means any health alteration or bodily injury that cannot allow hereinabove persons to leave their home or hospital establishment where they are treated during the beginning of the rental period. Are included: pathological consequences of pregnancy or chronic diseases, in which the evolution, during the departure, would not allow it. The Tenant will have to prove this moving capacity by a doctor's fit note.
- b) Fire, explosion or any accidental or fortuitous event that lead to important material damage in the main house or the secondary residence or in the work place of the Tenant, this event happening before the departure and the consequence requiring the presence of the Tenant onsite the day of departure or in the following 48 hours of the initial arrival date.
- c) Firing or transfer of the Tenant or his/her conjoint, civil PACS partner or registered partner, afterwards the effectiveness of the rental contract. The guarantee applies if the Tenant or his/her conjoint did not find a new employment before the date of the beginning of the rental period or if the new employer refuses the days-off request.
- d) Administrative summons which cannot be postponed or juror summons
- e) Impediment of the Tenant to be in the rented property, by road, rail, air or see, the scheduled day for the possession of rented property and in the following 48 hours due to a roadblock or strikes preventing from the traffic. This impediment shall be proved by the delivery of a certificate by competent authority (example : town council, tourist office, SNCF or train company, airport)

- f) Lack or excess of snow forcing the Tenant to cancel the stay before the scheduled date of arrival. This event is taken into account as the lack or excess of snow is during the official date of winter season and if two-thirds of the pistes at minimum of the stay location are closed the first day of the rental.
- g) Interdiction of the residence location site by the local or prefectural authority following a pollution or epidemic. The site shall have been forbidden in a radius of 5 kilometers around the rental location.
- h) Natural disaster status according the law July 13th 1982 or forest fire occurring in the stay location and leading to a stay interdiction by the competent authority during whole or part of the rental period. The degradation of the rental location and of the site which not allow the Tenant to normally use the environment and the services is taken into account. The insurer will take into account the notice of the local Tourist Office about the legitimacy of this cancellation.
- i) Professional impediment following an accidental or fortuitous event occurring in the company, requesting necessarily the presence of the tenant or his/her conjoint (or registered partner) in the work location, during the departure to be in the rental location.

STAY CANCELLATION BY THE OWNER OR HIS/HER ASSIGNEES

The insurer reimburses to the Tenant the down payment or the paid rent when the stay is cancelled by the owner or his/her assignees for the following reasons:

- Fire, explosion or any other damages making the rented apartment not suitable for its utilization for the scheduled arrival date in the property,
- Death of the owner

The insurer will also compensate the Tenant of any engaged fees in which he/she shall justify and that he/she cannot retrieve following the stay cancellation of the reasons hereinabove.

STAY INTERRUPTION

The insurer will compensate the Tenant of the rent amount not used according to the time proportion when the Tenant will be forced to interrupt his/her stay following event mentioned in the paragraph a), b), g), h) of the article related to the stay cancellation and also :

- Lack or excess of snow occurring after the arrival onsite leading to the closure of two-thirds of the pistes and the departure of the Tenant.
- Accidental event occurring in the company after the arrival on site and requiring the Tenant or his/her conjoint to go back to their work place,
- Firing during the stay of the Tenant or his/her conjoint, his/her PACS partner, his/her registered partner.

SEARCHING FEES AND RESCUE

The insurer guarantees the searching fees and rescue executed and invoices by an empowered organization, to rescue the insured tenant, and as the accident occurring during the rental period or the stay, up to 3 500 €. The intervention is limited in the radius of 100 kilometers around the rented property.

EXCLUSIONS

Are excluded for the guarantee "cancellation" and "interruption":

- Journey in a diagnosis and/or treatment purpose : cosmetic, psychological or psychotherapeutic treatment,
- Intentional damages caused or provoked by the Tenant or with his/her complicity
- Damages caused by foreign war or civil war,

- Damages caused by nuclear or any source ionizing radiations
- Fine, constraint or condemnation pronounced by a tribunal.

PRESCRIPTION – SUBROGATION

Any action derived from this contract are lapsed for two years from the event which gives rise in the condition determined by the Articles L 114-1 and L 114-2 of the insurance code.

The insurer is subrogated in the policyholder rights with regards to any responsible person of the accident, compensation object.

INSURER

For the guarantee “cancellation”, “interruption of stay” and “searching fees and rescue”, the insurer is:

GALIAN Courtage

89, rue La Béotie

75008 Paris

Nominative information

Any information collected by the insurer is requested to the file administration. They are used by the Insurance or professional organization only for the necessity of this administration or to satisfy legal and regulatory obligations. According to the law n° 78-17 of January 6th 1978 in relation to the law information technology and civil liberties, the subscriber have, with the insurance headquarter, an access right for rectification of any information regarding himself or herself and appearing in any files for insurance company, their reinsurer’s agent any concerned professional organization usage.

SUBSCRIPTION

The benefit from the guarantees is acquired by the signature of the concomitant seasonal rental contract and payment of the down payment by the Tenant; and the effective payment of the subs on this very contract by the agency.

HOW TO GET COMPENSATE

You must:

- Inform within five days when you acknowledge the rental agency Feel Like ÔHM indicating the reason of the cancellation,
- Send to your agency any probationary pieces needed for your file investigation: medical report, hospitalization report, doctor’s fit note, dismissal for economic reasons employer’s letter...

In case of illness or accident, you must allow the insurance doctor to access to your medical files liable to oppose a loss of guarantee, and failing that, we will apply against you a plea for the paid amount.

XII – LESSOR OBLIGATIONS

The lessor represented by ÔHM is required to:

- ✓ Deliver to the Tenant the rented property in good condition or repair from any nature, in the a condition accorded by the descriptive statement.
- ✓ Maintain the property ready to use, for the usage planned by the contract

- ✓ Make during the contract any work or repairs other than rental (common maintenance and small repairs)
- ✓ Guarantee to the Tenant a peaceful use during the duration of the contract by refraining from any fact likely to trouble this use
- ✓ Guarantee to the Tenant troubles caused by a third party of the contract, against any vices or default of the rented object, preventing from the usage or troubles occurring during the rental.
- ✓ Forbid himself/herself to modify the form of the rented location, diminishing or deleting unilaterally the planned services
- ✓ Restitute the security deposit at the end of the stay in the conditions of the RGT
- ✓ Except obvious emergency, do not make work in the rented property during the rental duration.

XIII – RESPONSIBILITY AND RIGHTS OF ÔHM REAL ESTATE

LACK OF INSURANCE OF THE TENANT

ÔHM declines any responsibility and cannot be held to any settlement or any compensation in case of an accident or order cancellation due to a lack of insurance from the Tenant against any risk in relation with the rental.

DEGRADATION OR MALFUNCTION OF THE EQUIPMENTS

ÔHM cannot be held responsible for degradation of mechanical equipment of the accommodation or shared in the building, like pumps, boiler, elevator, electrical doors, heating system, TV antenna, etc... nor any public services breakdown like, water, gas, and electricity, cable television, noise or inconvenience beyond limits of temporary accommodation.

SECURITY AND VALUABLES

Any valuables left in the rented property are left at the own risk of the Tenant. Neither ÔHM, nor its agents, nor the owner of the property cannot be held responsible for these losses. There can be a risk of burglary. The front door must always be locked with the key(s) when you are outside and also inside the property. If available, safes must be used and appropriate cares taken against theft and burglary. We do not accept any responsibility for any loss, damage or indirect due to theft or any related security incident, whatever is the cause.

DESCRIPTION OF THE PROPERTY

Minor differences between used photography / illustration / text and actual property can occur. These element and illustrations are not contractual.

ÔHM Real Estate reserves the right to bring modifications to the property and is considered necessary regarding the exploitation demands. In the interest of perpetual improvement, ÔHM Real Estate reserves the right to modify furniture, accessories, infrastructure or any part of the activity, either announced or already available, without notice.

RIGHTS OF INTELLECTUAL PROPERTY

Any picture taken in our property, descriptive text, floors plan, video, 360° immersive visits, 2D or 3D home staging pictures before/after, 3D plans and any other visual elements related to the apartment are exclusively the property of ÔHM Real Estate SAS and protected by copyrights.

The partial or total pictures, the aforementioned elements cannot be used or sold without a preceding written authorization from ÔHM Real Estate.

XIV – PLACE OF JURISDICTION

For the execution of the rental contract, the parties choose as home their respective addresses indicated in the rental contract, but, in case of dispute, the competent tribunal is the one of the rented property.

XV – NOMINATIVE PERSONAL DATA

Any information and personal data of the Tenant are collected by ÔHM for the administration and treatment of the reservation request. These data can be used as prospection purposes.

According to the law n° 78-17 of January 6th 1978 in relation of the information technology and civil liberties, the Tenant have, from ÔHM, an access right for any information rectification regarding himself or herself and appearing in any file for related insurance company, their reinsurer agents and professional organization usage.

ÔHM made a CNIL statement on September 20th 2011 registered under the number 1533131v0.

XVI – DISCLAIMER

THE TENANT AND OTHER OCCUPANTS FROM HIS/HER FACT ARE HELD AS ONLY RESPONSIBLE OF ANY CIVIL OR PHYSICAL INJURY OR ANY ACCIDENT RELATED TO THE RENTED PROPERTY AND ITS OCCUPANTS DURING THE RENTAL.

XVII – ENTIRETY OF THE AGREEMENT

In case of one the clause in this RGT shall come to be reputed invalid and/or null and void by a tribunal due to a new regulation, the validity of the entire other provision in this RGT would not be affected or modifies and the parties will endeavor to find an alternative clause as the efficiency of the RGT or the rental contract would not be affected.

Edition date of the RGT: December 24th 2013

