



CLIENT

Name :

Surname :

Main residence :

Land line number :

Mobile telephone number :

E-mail address :

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Bank details :

.....

REPRESENTATIVE

Harrison Brook Property

Address :

Phone number :

E-mail address :

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KBIS :

.....

Details of the property to be managed :

TYPE

Apartment

Villa

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House

Studio

Brief description :

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DURATION : The contract is valid for one year from the date of signing by both the 'Client' and the 'Representative'.

Current management fees (Taken from each statement of account): 25% of the rent price, before customer fees are added.

Additional services: The 'Client' acknowledges receipt of the attached document "Management Proposal".

ACCOUNTABILITY

Frequency of management reports : every

Terms of payment : bank transfer

DURATION

The contract is valid for one year from the date of signing by both the 'Client' and the 'Representative'.

RENEWAL

- The contract will renew automatically at the end of the year.
- The 'Representative' will inform the 'Client' by letter or nominated e mail 1 month before the contract anniversary that the contract will automatically renew unless the 'Client' requests cancellation. If the 'Client' is not informed of the anniversary and renewal the 'Client' would have the right to end the contract at anytime following the renewal date. If the 'Representative' does not receive a response from the 'Client' the 'Representative' will assume that the 'Client' wants to automatically renew.

CANCELLATION

- If the 'Client' or the 'Representative' want to cancel the contract, notification must be sent by registered post and received before the renewal due date.

MID TERM CANCELLATION

- If unforeseen circumstances arise or the property becomes unavailable, destroyed or sold during the contracted period and the 'Client' has to cancel the agreement he must do so by sending a letter by registered post. The 'Client' is required to reimburse the 'Representative' for any revenue that is lost as a direct result of the early closure of the contract. Any bookings that were scheduled, and agreed, before notice of cancellation was received, will be subject to the usual 25% rental fee. The 'Tenant' will also be reimbursed with any payments that the 'Client' and/or Representative received. This is irrespective of the fact that the 'Client' will not be in receipt of any rental income for the bookings cancelled as a direct result of mid term cancellation of the contract. The 'Representative' can also charge a fee to cover the administration cost of cancelling bookings with the 'Tenant' (this will not exceed €100 per booking).

ADVANCES AND REIMBURSEMENT FOLLOWING CANCELLATION

- On receipt of cancellation of the contract any money owed to the 'Client' will be paid less any money due to the 'Representative'.
- Any money owed to the 'Representative' by the 'Client' must be paid within 30 days. Any monies owed or due by the 'Client' or 'Representative' will be paid within 30 days of termination of the contract. If the payments are not made within the 30 days the amounts owed are subject to a legal interest rate.
- The 'Client' is also responsible for payment of any outstanding monies to third parties where the 'Representative' has, in agreement with the 'Client', instructed work to be carried out on the property.

OBLIGATIONS AND RIGHTS OF THE 'REPRESENTATIVE – THIS CONTRACT GIVES AUTHORITY FROM THE 'CLIENT' TO THE 'REPRESENTATIVE':

- To rent the stated property on behalf of the 'Client' with the exception of the periods that the 'Client' chooses not to rent out the property.
 - To establish the best rental conditions for the 'Client'.
 - To look for short term rental Tenants', to rent the property for the price, fees and conditions that the 'Client' and the 'Representative' agreed.
 - To advertise the 'Clients' property on HB Property website and any other site that the 'Representative' feels would benefit the 'Client'.
- Note, prices may vary dependant on which site the property is advertised due to the fees that the sites charge. The amount of rent that is collected for the 'Client' will remain the same across all sites but the price the 'Tenant' sees and pays could vary across different sites.
- To create all rental contracts and necessary documentation.
 - To receive, without limitation, all the amounts representing rentals, charges, deposits and in general all the amounts and values required as a result of the administration of the property. To deposit these funds on the agencies account and to use them as it finds necessary. A 'Client' management report will be provided monthly detailing all income and expenditure.

- To arrange and conduct all work required in the property up to an upper limit of € -amount to be agreed at contract stage. Larger work requirements where the cost is in excess of the amount agreed the 'Representative' will consult the 'Client' and gain agreement before taking action. Quotes will be provided for work and there will be no advance of fees without the consent of the 'Client'. For all amounts paid receipts will be requested.
- In the case of an emergency the 'Representative' will take conservatory measures to prevent further damage and notify the 'Client' immediately.
- To check and ensure that all available equipment in the property, for the 'Tenants' use, is in working order.
- To take any necessary measures to ensure the correct functioning of the utilities : water, gas, electricity, heating etc.

'REPRESENTATIVE' OBLIGATIONS:

- To inform the 'Client' of the obligation to declare and provide all the authorisations necessary which are required to allow him to rent the property (insurance, taxe de sejour, proof of ownership of the property).
- To provide the 'Client' with a monthly report that informs him of the bookings, rent, additional charges etc.

'CLIENT' OBLIGATIONS:

- To provide the 'Representative' with the necessary authorisations required to allow the property to be rented. Personal ID (Passport), proof of ownership (utility bill in the owners name, not older than 3 months)
- To provide the 'Representative' with their home address and phone number (details of their main residence) and to inform the 'Representative' immediately of any changes.
- To keep up to date with all bills on the property (tax d'habitation, tax fonciere, utility bills, syndic payments and any other payments required to ensure the smooth running of the property).
- To provide a copy of the required insurance documentation. The 'Client' must agree to obtain the appropriate insurance policies to cover liability.
- To provide the 'Representative' with an inventory of all the contents and furniture at the beginning of the contract. To inform the 'Representative' of any changes and if, when visiting, report any changes or concerns so that the inventory can be kept up to date. Note that when a property is rented on a regular basis there will be some unavoidable wear and tear.
- To not privately rent the property, directly or indirectly, and to transfer any booking requests to the 'Representative', that might have been addressed to the 'Client' for the whole duration of the contract.
- To give adequate notice of dates to the 'Representative' that the 'Client' requires the property for personal use.

SETTING RENTAL RATES AND CHARGES

RENTAL RATES:

The 'Representative' will inform the client of the Gross amount of rent to be advertised for the property rental. This will be either sent by registered post or e mailed to the 'Clients' nominated e mail address. The 'Client' needs to confirm his acceptant to the 'Representative', if no reply is received within 10 days it will be assumed as accepted. If the 'Client' disagrees with the 'Representatives' proposal he should state his concerns and offer his suggestions.

CHARGES:

- The 'Representative' will provide the 'Client' with full details of charge's that apply to the 'Client'. Any changes will be communicated.
- Note: The 'Tenant' will also pay a Customer Service fee which is added to the rent but is paid to the 'Representative' HB Property for the services they (the 'Tenants') will receive.

HB PROPERTY LIABILITY:

Please note that the 'Representative' HB Property are only liable for the services and obligations that have been agreed with the 'Client'

THE CLIENT ACKNOWLEDGES HAVING READ THE PRESENT CONTRACT'S TERMS AND CONDITIONS AND HAVING RECEIVED A COPY OF THE STATED CONTRACT. MADE IN 2 ORIGINALS IN THE REPRESENTATIVE'S PREMISES ON.....

CLIENT PRECEDE SIGNATURE BY READ, APPROVED, CONTRACT GIVEN

REPRESENTATIVE PRECEDE SIGNATURE BY READ, APPROVED, CONTRACT ACCEPTED

ATTENTION PLEASE SIGN AND DATE EACH PAGE INDIVIDUALLY