HOUSING GUIDE
Welcome Service
RENTING ACCOMMODATION IN OR AROUND PARIS

A GUIDE TO HELP YOU MAKE ARRANGEMENTS FOR THE RENTAL OF AN APARTMENT OR A HOUSE
We look forward to welcoming you to Paris. We realise that it is not an easy decision to move to another country – maybe accompanied by your family - where you might not speak the language or know the customs for such vital activities as finding accommodation. In order to help you decide where you would like to live, we have prepared this guide.

Before you begin your housing search, be sure that you know in which OECD building you will be working. If you have any doubts, send an email to your CSG contact in HRM (who sent you your offer letter). If you have children, you will also, undoubtedly, want to take into consideration the location of your children’s school(s). Many of the international schools tend to be located in the Western suburbs of Paris, so you may decide not to live within the city, but commute from the outskirts. If this is the case, you should be sure that you have worked out transport and commuting time. This guide will help you make the best decision for yourself and your family.

Paris, March 2015
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CHOOSING AREA AND TYPE OF HOUSING

Of the approximately 12 million people who live in the Paris region, only 2.2 million live within the “city walls” (or rather the ringroad around the city, the périphérique). Paris is relatively small, measuring just over 10 km from north to south and about 12 km from east to west, and space is rather scarce. Therefore it is quite costly to rent an apartment in Paris, at least compared to some other cities. As a general rule, you will not be able to rent anything that costs more than 33% of your net salary.

Paris is divided by the river Seine: the Right Bank (rive droite located north of the Seine) and the Left Bank (rive gauche located South of the Seine), but also into 20 administrative districts called arrondissements, each with a different atmosphere from one another. These districts are numbered according to a spiral, clockwise pattern that starts in the centre of the city with the 1st arrondissement comprising sights like the Louvre and the Halles to end with the 20th arrondissement in the east where for example the Père Lachaise cemetery is located.

RIGHT BANK (RIVE DROITE) – AREAS NORTH OF THE RIVER SEINE

16ème ARRONDISSEMENT

Located in the western part of the city. This is where the OECD Headquarters (the Château, Conference Centre and Marshall, Franqueville and Monaco Buildings) are located. This arrondissement — in particular the northern part — is very expensive. It is very quiet and residential and borders the Bois de Boulogne (Boulogne park/woods).

The southern part (Auteuil, Porte de Saint Cloud) is only a few metro stops from La Muette and is also close to Boulogne-Billancourt where the Delta Building is situated.
8TH ARRONDISSEMENT

Located in the north-western part of the city, also quite close to the main OECD buildings. This district houses a large number of corporate headquarters, law firms, banks - and the famous Champs Elysées. In its north-eastern corner, there is still relatively affordable housing.

17TH ARRONDISSEMENT

This district is residential, though livelier than the 16th. The liveliest area is the western part around Ternes/Wagram metro stops. It has quite a lot of local shops and a couple of nice pedestrian market streets (e.g. rue de Levis close to the Villiers metro stop). On the Eastern side of the railway tracks leading out of the city from the Gare St Lazare, the arrondissement starts to look more like the 18th (Batignolles metro), less chic, but more affordable.

In the southern part of this arrondissement you will find Porte Maillot close to the Bois de Boulogne and the Palais des Congrès auditorium and conference centre.

LEFT BANK – RIVE GAUCHE – SOUTH OF THE RIVER SEINE

15TH ARRONDISSEMENT

Located in the south-western part of the city. This arrondissement is across the river from the 16th and not very far from the OECD headquarters nor from the Delta building in Boulogne-Billancourt. It is residential, but less “posh” than the 16th. It is comprised of several lively shopping streets (e.g. rue du Commerce, rue Saint Charles, rue Lecourbe – usually with regular food markets) around which you will find numerous apartment blocks and parks. Overlooking the river, there is a neighbourhood comprised of skyscrapers (Beaugrenelle) if you are interested in finding accommodation in that type of building. This arrondissement, as well as the 7th described below, could be a convenient option if you will be working at the International Energy Agency (IEA), but can also be an option for staff working at La Muette or Delta if you are willing to use some public transport and walk or use a bike.

7TH ARRONDISSEMENT

Perhaps this area is best known for its big park, the Champs-de-Mars, where you also find the Eiffel Tower. It is equally a very residential arrondissement - though more expensive than its neighbouring 15th. The most lively and popular residential part is around the rue St. Dominique and rue Cler – quite a cosmopolitan area (this is also where the American University of Paris is situated).

OTHER AREAS OF PARIS

If you are willing to spend a little more time travelling each day, there are many other interesting areas in Paris. If you will be using the Metro, then you should avoid more than one change if possible – because this is the most time-consuming part of using the metro. A general guideline is to count the number of stops from departure to destination and multiply by 2 minutes – so that if you have 20 stops with a change, you will take approximately 40 minutes.

THE MARAIS (3RD AND 4TH ARRONDISSEMENTS)

This is the most historic part of the city and hosts many outstanding buildings of historic and architectural importance. It spreads across parts of the 3rd and 4th arrondissements. If you decide
to live in this area, you may find yourself with a four flight walk-up (no lift) but be awarded with 17th century wooden beams in your lounge and a view over an “Hotel Particulier”. If you find a flat which is close to metro line one, you will have excellent transport connections. It is full of art galleries and fashionable boutiques, and is very touristic so can be noisy at weekends unless your flat looks over a courtyard. However, given how narrow most of the streets are, the noise of traffic is limited.

5TH AND 6TH ARRONDISSEMENTS

The 5th and 6th are also historical areas hosting the Sorbonne, the Latin Quarter and Saint-Germain des Prés. Even though they are highly touristic and can be busy, it is possible to find quiet courtyards in the smaller streets which is why many people love to live in these arrondissements. Once again, you are likely to find older-style buildings (always check if you need a lift), and flat rentals are likely to be on the expensive side.

13TH AND 14TH ARRONDISSEMENTS

The 13th area of Paris hosts Chinatown (avenue d’Ivry and avenue de Choisy) and there is a large number of high apartment tower blocks on these avenues. The 14th arrondissement is where the Tour Montparnasse is situated. It is a lively area with lots of cinemas and restaurants. Denfert-Rochereau is also a popular “quartier”. But as always in Paris, you can easily get away from the busy avenues into the sidestreets where you can find nice apartments (this area has a good mix of modern and more traditional buildings) looking onto courtyards or small gardens. Always check the transport on the metro to get to work.

SUBURBS

In comparison to Paris, the suburbs are usually quieter, you will find more green areas there and housing may sometimes be less expensive for a larger habitable surface.
**Hauts-de-Seine (Département 92)**

This area includes the suburbs situated to the west and southwest of Paris and is not too far from the various OECD buildings if you are willing to spend some time travelling.

**Neuilly** is a very nice and expensive town with many wide, tree-lined avenues. It covers quite a large area: some parts are quite close to the line 1 metro, but other parts may be quite a distance from any really convenient public transport, so would mean the use of a car. The southern part is close to the Bois de Boulogne – great for cycling or jogging.

**Boulogne-Billancourt**, a nice, residential town which is relatively affordable compared with some of the other suburbs. This is where the OECD Delta building is situated (nearest metro stop is Porte de Saint-Cloud or the T2 tramway stop at Issy-Val de Seine). Boulogne-Billancourt covers quite a large area, so even if you are working at Delta, you may find that it could take you over 30 minutes to get to the office. Around Marcel Sembat and Boulogne-Jean Jaures metro stops, there is a very lively shopping and restaurant area. There are two metro lines, one of which takes you directly to the **Champs-Élysées** (line 9). If you decide to live in Boulogne without a car, you would be well advised to ensure that you are within walking distance of a metro stop.

The northern part of Boulogne Billancourt around the **Roland Garros** tennis courts has very elegant buildings and is as expensive as some parts of Paris. Public transport is also limited in this part of town.

**Saint-Cloud** is built into the hills across the River Seine on the other side of Bois de Boulogne. Many international schools are located in or close to Saint-Cloud (e.g. the German International School, the American School of Paris).

Close to Boulogne and St-Cloud, there are also some other small and pleasant towns such as Garches, Sèvres, Ville-d’Avray, Meudon, and Vaucresson. These are quite expensive suburbs where there is a large population of expatriates.

**Yvelines (Département 78)**

This region is further out to the west. The most popular areas include **St-Germain en Laye, Le Pecq, Le Vesinet, Chatou, Rueil Malmaison, Poissy, Maisons-Laffitte, Versailles** (all of which are serviced by the RER or TER suburban city link) and **Garches, Vaucresson, St Cloud, La Celle St-Cloud, Bougival, Croissy-sur-Seine, Bailly, Marly**, and the surrounding areas. There is a large expatriate population due to the proximity to the international schools (e.g. the International Lycée of St Germain-en-Laye or the British School of Paris at Croissy-sur-Seine).

Commuting times to Paris range from 30-40 minutes to over an hour by car depending on the time of day, although using the RER network you are rarely more than 45 minutes from central Paris and its primary business areas – and then have to add on the time you will spend on the metro or bus.

You are most likely to decide to live in this area if your children are attending one of the international schools, particularly the International Lycée in Saint-Germain, which includes national sections for many countries where both the French and national curricula are taught so that students are well prepared to enter the university system in their own countries.
How to get to and from work is another consideration worth taking into account when choosing where you would like to live. From some of the suburbs where there is a good RER train connection (suburban trains which run directly into the centre of Paris) it can be as quick to get to work as it is from some parts within Paris (particularly if you have to change metro lines more than a couple of times). You may also consider driving into the OECD, in which case you will need to request a parking space (normally available at the La Muette site and the Delta building for 55 euros/month). At other annexes, you would have to consult the Resource Management Advisor of your directorate.

Below we describe different means of transportation available to you in the Paris area.

**RATP (Régie Autonome des Transports Parisiens)**
This is the name of the transport system in Paris and the suburbs. The cost of transport in Paris and the Paris region is fairly reasonable. For example the cost of unlimited transport on the Paris metro and bus network costs just over 67 euros per month (intra-muros) while the transport system from the suburbs into Paris (with unlimited travel within the zones for which you have paid for metro and buses) costs around 114 euros per month (rates for 2014). Some RATP monthly/yearly travel cards, such as Navigo, allow travel within the entire Paris region “called “dézonage”) during summer periods, even if you have only paid to travel in two zones (i.e. within Paris and close suburbs).

http://www.ratp.fr/itineraires/fr/ratp/recherche-avancee (Public transport system - itineraries for the Paris region)

http://www.ratp.fr/en/ratp/c_21879/touristes/ (Public Parisian transport system – in English)

http://www.ratp.fr/en/ratp/c_5000/accueil/ (as well as this page which allows you to estimate transport time according to your itinerary)

**SUBWAY/UNDERGROUND (MÉTRO)**

The Métro covers the whole city and some of the closer suburbs. Trains run very frequently during day time and at about 10 minute interval at night. They start running around 05h30 in the morning and stop at approximately 01h00 at night (and around 02h00 on Fridays and Saturdays).

In Paris itself, you will generally always live within reasonable walking distance of a Métro station. If you do not live on a direct line to work, try to avoid changing more than once, since the transfers are generally the most time-consuming. As a guide to how much time transport takes on the metro, you should count the number of stops and multiply by two (in minutes). For
example, if your destination is 15 stops away, then the travel time will take approximately 30 minutes.

**RER (RÉSEAU EXPRESS RÉGIONAL) TER (TRAIN EXPRESS RÉGIONAL)— trains from the suburbs into Paris**

RER trains take you further out of the city to the more distant suburbs (in the “Grande Couronne”) such as St Germain-en-Laye, but also function within the city. These trains do not run as frequently as the Métro, but are an efficient way of getting around. If you live close to one of the RER stations in the suburbs, it is usually faster to take the train than to drive. The SNCF (Société Nationale des Chemins de Fer – French railway network) also runs suburban trains – the TER (“train express régional”) if the town where you live is not on an RER line.

http://www.transilien.com/ (Paris region rail system)
http://www.ratp.fr/fr/ratp/c_23613/plans-rer/ (RER train maps)

**Bus**

A very nice way to see Paris! However, it may take a little longer than the métro to get where you want if you take a bus during rush hour. That being said, there are generally bus lanes which have definitely improved the efficiency of this form of transport in recent years.

http://www.ratp.fr/fr/ratp/c_20561/bus/ (bus maps)

**Car**

Even though Paris is a relatively small city, traffic can be very heavy. Even if it only takes 30 minutes to drive to the OECD during the day, it might take you double or even triple time to reach the office during rush hour.

Apart from frustration due to traffic jams, parking may be a problem if you do not have a garage in your apartment building and/or at work. If you cannot find a parking space in a garage, check with your local town hall (Mairie) to see if you live in an area where you can obtain a resident’s permit to leave your car on the street all day for a relatively low price.

**Bike**

Bike lanes are being developed in Paris, but it is not yet a biker friendly town. Theft is common so be sure to equip your bike with heavy padlocks. There is a special reserved area for you to keep your bike safe at the La Muette site. You may also like to use the very practical "Vélib" system which has become extremely popular in recent years.
OTHER CONSIDERATIONS

SHOPPING

Inside Paris, you always have a local open market two or three times a week, a supermarket and a chemist within reasonable walking distance. In the suburbs, you may want to check at what distance these amenities can be found, and whether you will need a car to do your shopping, etc. Within Paris as well as in the suburbs, many people now favour doing their shopping online with a delivery service (e.g. www.houra.fr, www.ooshop.com).

SPORTS AND LEISURE

You might want to include the distance of the nearest theatres, cinemas, sports complexes in your check list. Swimming pools exist in most arrondissements in Paris: http://www.paris.fr/piscines or sports clubs such as Club Med: http://www.clubmedgym.com/.
Apart from choosing your location, you also need to think about what type of housing you wish to rent: unfurnished or furnished, old or new.

**Unfurnished housing**

In most cases, the rental agreement ("le bail") will be established for three years with a three month notice period if you wish to leave beforehand (idem for the owner if s/he wishes to reclaim the apartment). Empty flats may sometimes mean that the kitchen is not equipped, and you may have to buy an oven, dishwasher, etc. – so always a good idea to check this out. Not only may there not be any electrical appliances, but sometimes the kitchen does not have cupboards. Most likely, there will be no curtain rods or light fixtures in the apartment. Sometimes you can buy these second-hand from the prior tenant. If this is not possible, and you are reluctant to buy everything new, you can find all kinds of household goods for sale by expatriates on their way back to their home country at, for example, the Private Ads on the OECD Intranet, at foreign churches’ bulletin boards, in France-USA Contacts (FUSAC <http://www.fusac.fr/>) magazine, or at websites such as “Le Bon Coin”.

**Furnished apartments**

More and more owners tend to rent furnished apartments nowadays which gives more flexibility since the rental period can vary - but normally the contract will be for one year with a one month notice period (for both parties – tenant and owner). Furnished flats are readily available if you come for a shorter period and prefer not to bring your own furniture. This also means that in most cases, the kitchen will be fully equipped and the bathroom and appliances will be modern.

Paris is an old city, and there are quite a lot of buildings from the late 1800s or early 1900s. These often have high ornate ceilings and beautiful parquet floors, but may not have an elevator or sufficient closet space. Newer buildings tend to be more practical to live in, but do not have the same Parisian “charme”. Modern buildings are often more expensive to rent than older buildings; this is often due to hot water and heating being included in the rent, higher maintenance costs for elevators, etc. and you are also more likely to be able to rent underground parking.

**SIZE AND AVERAGE RENTS**

Last, but not least, you probably want to have an idea of the level of Parisian rents in order to have an idea of what size range to view. Advertisements mention square meters (m²) and how many rooms the apartment comprises.

One m² approximately equals 10.75 square feet. Note that “2P” (2 pièces), for example, does not mean “2BR” as in two bedrooms. A 2-roomed apartment (usually around 35 to 50m²) normally comprises one bedroom and a combined living/dining room. Kitchen and bathroom are not included in the number of rooms advertised. Kitchens in Paris are typically very small and will rarely allow you seating room to eat.

A 3-roomed apartment (3 pièces – normally from 50 to 75m²) could have two bedrooms and a living room or, quite frequently, especially in older Parisian apartments, one bedroom and a so-
called “double” living room (one part serving as living room and another as dining area – which they count as two rooms). In the latter case, you could make a study out of part of the double séjour, but it may be harder to use it as a second bedroom. It is important to check this before wasting time visiting a “3 pièces” if you really need two bedrooms.

Rents are normally quoted as follows: basic rent (loyer principal) + service charges (charges [communes]). Sometimes you may see loyer charges comprises (c.c.), which means that the service charges are included in the global rent.

Rents vary enormously according to the area, the condition of the apartment, security in the building, etc. The average rent has lately been around 28 to 36€/m² (charges included) in Paris in 2014. Smaller flats tend to be more expensive than larger surfaces per square metre. Charges communes include your part of the costs for the concierge (if applicable), cleaning of staircase, maintenance of elevator, etc. If there is central heating (chauffage central as opposed to chauffage individuel) and hot water provided collectively for the whole building (eau chaude par l'immeuble), these will also be included in the charges. These are paid as a monthly estimate, with an adjustment based on the actual bills once a year. The charges may include the tax due for rubbish removal (taxe d'enlèvement des ordures ménagères), or you may be asked to reimburse this separately once a year.

On top of these charges, the tenant will be charged utilities such as gas, electricity and telephone (normally your own subscriptions, so bills will be addressed directly to you). If possible, find out the name of the former tenant in the apartment to facilitate installation of a telephone and electricity/gas in your name.

Finally, you will be billed the living/dwelling tax (taxe d’habitation) from the local tax authorities (OECD officials of grade A5 or above may ask for an exemption via the OECD Immunities and Privileges Office – but this does not apply to other categories of staff). This tax is billed to all tenants declared by their landlords as occupying a dwelling place on the 1st of January. You will receive the bill (avis) normally in October and it will be payable (date limite de paiement) on the 15 November or 15 December for that whole year – January to December. The rates (somme à payer) vary according to the size and standard of your apartment as well as the area, however as a general indication, the amount normally represents around one month of your rental. Rebates will be applied if you have children.

Rents can only be raised once a year according to the INSEE cost of construction index.

**KITCHENS**

One aspect of renting accommodation in France which generally baffles most overseas tenants are the kitchens. When you rent an unfurnished property in France the kitchen is often ENTIRELY EMPTY apart from the sink with a small cupboard underneath. Luckily, the increasing movement of expatriates and the existence of cheaper kitchen units from stores such as IKEA has meant that more apartments/houses are becoming available with fitted kitchens – although this is still the exception rather than the rule.

Kitchens will either be supplied:
“Vide” – empty with a sink and cupboard - assume this unless otherwise stated;
“Aménagée” – with cupboards but no equipment or white goods;
Equipée – fully equipped (usually only in furnished rentals).

An open kitchen (“cuisine américaine”) refers to a kitchen, which is built as part of another room, normally the dining room or the main sitting room. These are popular in smaller apartments and are usually fitted but not necessarily equipped.
It is also better to assume that there will be no fixtures such as light fittings, curtain rails, picture hooks, or even lamp bulbs unless otherwise stated.
WHERE TO FIND ACCOMMODATION OFFERS

To help you understand housing offers in French, see Housing Vocabulary in Appendix 1.

SHORT TERM HOUSING

When you arrive in Paris, you could initially stay in a hotel or residence-hotel until you find an apartment. If the Parisian hotels are too expensive, you could stay in the nearby suburbs (e.g. Boulogne-Billancourt, Neuilly, Issy-les-Moulineaux, St-Cloud, Sèvres or Suresnes) from where it is fairly easy to travel by public transport to the OECD.

You can also consult the bulletin boards in many of the foreign churches (American Church, American Cathedral, Swedish Church... ).

LONG TERM OFFERS

Through Real Estate Agencies

Real estate agents usually work locally, so it is best to go to those located in the area where you would like to live. For apartment and house rentals, the fees generally represent between 10 to 12 euros per square metre plus 3 euros per square metre for the apartment inspection (état des lieux). So for a 40 m² flat, you will pay around 600 euros for agency fees. Despite the fees involved, it may save time to get help from an agency. Also, if you are planning on staying in the same apartment for two or three years and split the fee over those years, your monthly rent may not be any higher than it would be in an apartment rented directly from a private owner (who may tend to charge slightly higher rents).

A list of real estate agents follows, and more can also be found through the Yellow Pages (Pages Jaunes) under Agences immobilières. Check that they are members of the FNAIM (Fédération Nationale des Agences Immobilières — National Federation of Real Estate Agents). Also ask your friends and colleagues if they have a specific agency to recommend.

Through a Relocation Service

Relocation services will make a selection of apartments or houses for you according to your preferences and criteria. They will set up a number of appointments and accompany you to visit the different apartments, normally during a half or full day. They may also be of assistance in signing the lease, organising the connection of utilities (phone, internet, gas, electricity), etc. and even help you to find a school for your children.

The relocation service will charge you a fee in addition to the amount which will have to be paid as an agency fee to the real estate agent through which you will rent your accommodation. That being said, if you don’t speak any French at all and feel that you would appreciate a personalized service when you arrive in Paris, many staff consider that the relocation service fee is well spent. It can also take a lot of the stress out of moving to Paris, particularly if you are arriving with a family and have special needs regarding location for schools, etc.

CONTACTING A REAL ESTATE AGENT OR A RELOCATION SERVICE

When contacting a real estate agent or a relocation service be ready to specify:
• whether you are looking for furnished or unfurnished rentals;
• the size of the apartment (how many bedrooms)
• in which area you would like to live;
• how much you are willing to spend;
• from what date you require accommodation (bearing in mind you need to be on the spot in Paris to visit a few offers to be able to make a choice according to your personal needs and taste);
• how long you are likely to stay in Paris.

You may wish to use the Checklist in Appendix IX for this purpose.
RELOCATION AGENTS AND REALTORS

Relocation Companies or Individuals (some of which include websites with practical information to help you with your housing search – choosing your location, transport, nearest schools, etc.):

Relocation agents who regularly work with OECD newcomers:

- **Genevieve Stein**: Your Relocation Services in Paris – short-term or long-term house search, schools, utilities. Tel.: 00 33 (0)6 10 56 10 33 : email: Relocation.paris@free.fr
- **SMART RELOCATION** (www.smartrelocation.com) – offer a full relocation service – temporary and long term house search, school search, amenities. Special OECD rates. Contact Sara Hillhouse-Sallembien (sara.sallembien@smartrelocation.com) Office : +33 (0) 1.39.21.94.62

Other relocation services:

- A good start in France (http://www.agoodstart.fr/)
- France Global Relocation (http://www.fgrelocation.com/)
- Management Mobility Consulting (http://www.management-mobility.com/intro.html)
- Paris Relocation Service, (http://www.prs.fr/)

This list is for information purposes only and does not commit the Organisation in any way.

Websites for short and long-term accommodation:

Special OECD service or rates:

- Paris Rental – mostly short-term furnished flats http://fr.parisrental.com (special rate : minus 10% for furnished flats or 6% (+ VAT) of annual rental for unfurnished flats)
- Scandic Immobilier (http://www.scandic.fr/) Ask for the special Scandicimmo OECD agency rate = 1 month of rent + VAT (19.6%) instead of 13% yearly rent). You must provide an "attestation/statement" you will be working at the OECD.
- Laforêt Passy-Muette, 20 avenue Mozart 75016 Paris (15% discount on agency fees and free electricity sign-in utility service). Ask for Eric (tel. 01 45 27 07 07) who speaks fluent English.
- **Century 21**. 247 bis boulevard Jean Jaurès 92100 Boulogne-Billancourt (for staff who will be working at Delta or Issy and who want to live close to the office). Priority treatment for OECD staff. English spoken by Melanie Fernandes (tel. 06 12 64 79 31) or Christophe Poinot (tel. 06 21 48 34 80).
Other agencies:

- Hotel Home short term flats close to La Muette http://www.hotelhome.fr/en/
- Paris Attitude (http://www.parisattitude.com/)
- Paris Stay short term furnished flats (http://www.paristay.com/)
- Lodgis (http://www.lodgis.com/en/paris,vacation-rentals/)
- http://www.citadines.com/
- http://www.stayinparis.com/
- http://www.athomehotel.com/
- Rentals Paris (http://www.rentals-paris.com/)
- Paris Address (http://www.parisaddress.com/)
- http://www.homerental.fr/
- France-USA Contacts - FUSAC (http://www.fusac.fr/en/)
- Subletting (http://sublet.lodgis.com/)
- http://www.book-a-flat.com/ (website in English)
- Cattalan Johnson (http://www.cattalanjohnson.com/) real estate multilingual services

Here are some websites of Japanese rent agencies:

- www.parisapollo.com
- www.paris-fudosan.com
- www.jafis-online.com

Classified ads

- Se Loger (www.seloger.com)
- 123IMMO (http://fr.123immo.com/search/)
- A Louer.fr (http://www.avendrealouer.fr/)
- OGIP http://www.immobilier-iledefrance.net/agence/36917_.html
- Hestia (http://www.hestia.fr/annonces.php)
- Lodgis solutions (http://www.lodgis.com/) (available in English)
- National Real Estate Association Fédération Nationale de l'Immobilier - FNAIM (http://www.fnaim.fr/indexe.htm)
- Particulier à Particulier – normally individuals to individuals without estate agency fees (http://www.pap.fr/)

Amenities:

- Electricity supplier - Electricité de France http://particuliers.edf.com/residential-55833.html
- Electricity/Gas supplier http://www.electricitegazexpress.fr/
Websites to find less expensive student-type rentals
(and link to the Paris Town Hall website)

http://www.paris.fr/english/guide-for-foreign-residents/housing-and-accommodation/accommodation-for-foreign-students/rub_8143_stand_33707_port_18792


Co-location/flat sharing:

(http://www.appartager.com/)
http://www.recherche-colocation.com/paris.html
http://www.appartager.com/
http://fr.chambrelocuer.com/location?utm_source=France-FR&utm_content=DISPLAY-CHAMBRE&gclid=CiIYnfyaza8CFcEmtAod-xyS1A – to rent a room in somebody’s home

Student housing:

http://www.logementetudiant.fr/
http://www.adele.org/
http://www.bedandschool.com/
http://www.mon-logement-etudiant.fr/sbox/FR/etudiant/index.html?ac=lp1&gclid=CP7XwLb7rLICFUDvfAodzVsA4Q
http://www.location-etudiant.fr/
http://www.hebergement-temporaire.fr/

Cité universitaire and other student lodging (although there are more possibilities during the summer)
http://www.ciup.fr/fr/devenir_resident/questions_les_plus_frequentes
http://www.ciup.fr/
http://www.estudines.com/
http://www.crous-paris.fr/
http://www.cnous.fr/
https://www.couchsurfing.org/
http://www.bvihotel.com/ - Hostel for young people
http://www.bedandbreakfast-paris.org/English/home.htm - bed and breakfast (outside Paris)

And, of course, the OECD private ads (only available from within the OECD after starting your job at the OECD):
http://privateads.oecd.org/Pages/Home.aspx

This list is for information purposes only and does not commit the Organisation in any way.
SIGNING THE CONTRACT AND MOVING IN

THE CONTRACT OR RENTAL AGREEMENT

DOCUMENTS THAT YOU CAN BE ASKED TO PRODUCE

It is common practice for the landlord to ask you to provide copies of the following documents before agreeing to sign a rental agreement ("bail"):  

- your passport or carte de séjour (carte spéciale),
- if you will be on the OECD payroll, a statement from the OECD certifying your employment and salary – you can request this from HRM (or your last three payslips if you were already working in France),
- your bank references (relevé d'identité bancaire - R.I.B.).

Landlords generally require that you earn three or four times the rent before considering to accept you as a tenant.

The landlord may not ask you for:

- An ID photo
- Social security papers
- Bank statements
- Certification of solvency

A WRITTEN AGREEMENT IS OBLIGATORY FOR RENTAL OF UNFURNISHED DWELLINGS

The rental contract is an essential document both for the landlord and the tenant as it stipulates exactly the rights and obligations of each party. It can be established directly between the landlord and the tenant, by the estate agency or sometimes, with the help of a “notaire”. A copy of the contract should be kept by the landlord and the tenant.

CERTAIN CLAUSES SHOULD BE INCLUDED IN THE AGREEMENT

- The name and address of the landlord.
- The duration of the rental and the starting date of the contract.
- The description of the dwelling and dependencies (cellar, garage, garden, etc.).
- The description of common facilities.
- The use of the dwelling (i.e. for living or professional purposes).
- The amount and conditions of payment for the rent as well as any conditions for change.
- The amount of the guarantee deposit. This amount cannot exceed two months’ basic rent (not including service charges).

OTHER CONDITIONS THAT CAN BE AGREED BETWEEN THE PARTIES

The length of the contract can be longer than the minimum length of agreement established by the law (see Appendix IV “General Conditions of the Rental Agreement).
The landlord can ask for a third party to act as guarantor in case of non-payment of the rent and service charges. *Please note the OECD cannot act as guarantor.*

**ILLEGAL CONDITIONS**

Even if the following conditions are included in the rental agreement, they cannot be considered legal:

- In the case of a sale or new rental of the apartment (i.e. you have given notice on the flat), the tenant is NOT obliged to receive visitors on holidays or for more than two hours on working days.
- Imposition of a specific public or private insurance company.
- Imposition of an automatic bank transfer as means to pay rent.
- The tenant cannot be asked to pay towards the deterioration of common facilities.
- Terminate the contract for any other reason than: non-payment of rent, failure to provide the deposit guarantee, or that you, the tenant have not taken out household insurance cover.

**DOCUMENTS THAT SHOULD BE ATTACHED TO THE RENTAL AGREEMENT**

- State of premises (*Etat des lieux*)
- Copy of extracts of co-ownership or regulations concerning use of premises and shared areas
- Copy of certificate to prove that you have taken out household insurance.
- If applicable, joint guarantee document.

**CONTENT OF THE RENTAL AGREEMENT (BAIL DE LOCATION) AND NOTICE TO LEAVE (PRÉAVIS DE CONGÉ)**

For *unfurnished* premises, a lease is signed for three years (if the owner is a company, for six years). A legal lease should be signed by the tenant and the landlord. You will each keep a signed copy of the lease as well as a copy of the *état des lieux* (see below).

As a tenant you may give three months notice to leave at any time — the three year lease is meant as a protection for you as a tenant. The notice period is reduced to one month if you lose your job, you are relocated elsewhere or you find a new job following the loss of your former employment. On the other hand, you are ensured to stay in the apartment for at least three years if you wish to do so, since the landlord can only give you notice to leave at the end of the lease. The landlord has to have a specific reason to give you notice in advance of the three year lease (legal reasons include sale of the apartment, moving there him/herself, etc). In that case, he/she has to give you six months notice. Otherwise, you have rights to renewal of the contract -
on the same terms - when the lease arrives at its term. In fact, the contract will be automatically renewed ("tacite reconduction"), unless notice has been given by either yourself or the landlord.

The rental of furnished premises is not regulated by the same law as unfurnished dwellings and the lease lasts for only one year. How many months' deposit or notice required depend on what is negotiated between the landlord and the tenant. It is therefore even more important in the case of furnished lettings to check that all details in the contract are correctly indicated as agreed with your landlord. Only very general items concerning rentals will be governed by legal texts.

You will find standard contracts and a translation in the appendices. Make sure that all the information filled out on these standard contracts is correct, including any previous verbal agreements made between you and the owner, such as any work to be done at the landlord’s cost before you move in. Verify that the name, address and telephone number of your landlord are clearly written on the contract (these are known as a person’s “coordonnées”).

GUARANTOR

Some owners will only agree to rent their property on the condition that the prospective tenant provides a guarantor. The guarantor undertakes to pay the rent if the tenant defaults. In most cases, he/she would be of French nationality and earn three or four times the rent. In Appendix VIII you will find an example of a guarantor agreement in French. If you are unable to provide the name of a guarantor, you might be required to deposit between 6 and 12 months equivalent of rent on a blocked bank account as security (with no interest paid).

N.B. The OECD cannot act as guarantor.

PAYMENT OF THE RENT

Please note that rent is payable one month in advance, normally on the 1st of each month. Rent can be paid by cheque, cash (against a receipt) or by automatic bank transfer. The landlord cannot oblige you to use a particular method of payment.

The landlord may suggest that rent be payable quarterly instead of monthly, in which case you would not have to pay a guarantee deposit. You are not obliged to accept this form of payment, but should you do so, it will be noted in the contract and you would have to continue paying
quarterly as long as you live in the rented apartment.

**RECEIVING THE KEYS AND INVENTORY/REPORT ON THE STATE OF THE ACCOMMODATION (“ÉTAT DES LIEUX”)**

The day of hand over you will be expected to complete and sign a walk through description of the state of the property (“état des lieux”). Most often, the agent will act as an intermediary (although remember they always have their landlord in mind). It is important to walk through and look thoroughly with the agent/owner and make certain that EVERYTHING is noted on the état des lieux document. If necessary, don’t hesitate to take photographs – e.g. if there is a chipped tile or sink, or a burn in the carpet. Make sure everything is recorded before you sign off.

It is the deposit that is in play here – when you eventually move out, should the landlord decide that a crack or scratch or broken lock is your fault he will hold part of your deposit for the cost of repairs. For furnished rentals you will also need to check the inventory of furniture and equipment in the property.

In Appendices VI and VII you will find examples of “états des lieux” used when moving in or leaving the dwelling. As you will see, this report describes the state of the walls, ceilings, floors, windows, electricity, etc. It is very important to note details about the apartment to eliminate as much as possible any source of dispute with regard to responsibility for damages when you move out.

Costs as a result of normal wear and tear should of course not be covered by you as a tenant, but since it is very difficult to come to an agreement with landlords on a definition of “usure normale”, a clearly prepared “état des lieux” can reduce the grounds for disagreement upon termination of the lease. The “état des lieux” should include readings of gas and electricity meters, as well as for (hot) water if you have an individual meter. During the first month heating is turned on in the building (if heating is automatically provided by a collective system in the building), you may ask the landlord to add comments to the “état des lieux” on the heating in your apartment.

**INSURANCE**

Before you receive the keys, you are required by law to take out a “multi-risques” household insurance and give the landlord a copy of the payment certificate you receive from the insurance company. You are entirely free to choose your insurance company. You can have a look at the list of insurance companies below to get an idea of the different types of contract. Banks can also provide housing insurance for you – this can generally be put in place very quickly, however, the insurance may be a little more expensive than some of the big companies below.

<table>
<thead>
<tr>
<th>Company</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>AXA Assurances</td>
<td><a href="http://www.axa-france.fr/">http://www.axa-france.fr/</a></td>
</tr>
<tr>
<td>MAAF Assurances</td>
<td><a href="http://www.maafr.com/">http://www.maafr.com/</a></td>
</tr>
<tr>
<td>GAN</td>
<td><a href="http://www.gan.fr/">http://www.gan.fr/</a></td>
</tr>
<tr>
<td>MATMUT</td>
<td><a href="http://www.matmut.fr/">http://www.matmut.fr/</a></td>
</tr>
<tr>
<td>MMA</td>
<td><a href="http://www.mmafr.com/">http://www.mmafr.com/</a></td>
</tr>
<tr>
<td>GRAS SAVOYE</td>
<td><a href="http://www.grassavoye.com/">http://www.grassavoye.com/</a></td>
</tr>
<tr>
<td>MACIF</td>
<td><a href="http://www.macif.fr/">http://www.macif.fr/</a></td>
</tr>
<tr>
<td>GROUPE AZUR</td>
<td><a href="http://www.groupeazur.fr">http://www.groupeazur.fr</a></td>
</tr>
</tbody>
</table>

This list is for information purposes only and does not commit the Organisation in any way.
APPLIANCES

As already mentioned, kitchen appliances may not be provided by your landlord. However, think carefully before certain electrical appliances – e.g. moving an American fridge to France. The electricity may be regulated by adapters, but you should also pay attention to ensure large pieces of furniture or household goods can be transported via the stairs and pass through apartment doors - or through the window (a method often used by removal companies in Paris, but which usually means additional unforeseen costs to removal bills).

Electricity in France (and most of Europe) runs on 220V (so a lot of equipment from outside Europe may need transformers – or simply not be worth bringing). Many staff sell their equipment on the OECD intranet before they leave, so this may be an easier option.
APPENDICES

I. Housing Vocabulary
II. Standard contract for rental of unfurnished dwellings (in French)
III. Translation of standard contract for rental of unfurnished dwellings (in English)
IV. General conditions of the rental agreement (in French and English)
V. A simple written agreement for short-term furnished dwellings (in French and English)
VI. An “État des lieux” (in French)
VII. An “État des lieux” when leaving the apartment (in French)
VIII. Example of a guarantor agreement
IX. Checklist to establish your criteria for an accommodation search
<table>
<thead>
<tr>
<th>French</th>
<th>English</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aménagé (grenier)</td>
<td>habitable (attic)</td>
</tr>
<tr>
<td>(immeuble) ancien</td>
<td>older (building)</td>
</tr>
<tr>
<td>ascenseur (asc.)</td>
<td>lift/elevator</td>
</tr>
<tr>
<td>Baignoire</td>
<td>bathtub</td>
</tr>
<tr>
<td>bains (bns)</td>
<td>bathroom with tub</td>
</tr>
<tr>
<td>balcon</td>
<td>balcony</td>
</tr>
<tr>
<td>banlieue</td>
<td>suburb</td>
</tr>
<tr>
<td>bon état</td>
<td>good condition</td>
</tr>
<tr>
<td>bon standing</td>
<td>very good well-kept building</td>
</tr>
<tr>
<td>box</td>
<td>parking space with locked door</td>
</tr>
<tr>
<td>bureau</td>
<td>study</td>
</tr>
<tr>
<td>Canapé-lit</td>
<td>bed-settee/couch-bed</td>
</tr>
<tr>
<td>cave</td>
<td>cellar (storage in basement)</td>
</tr>
<tr>
<td>chambre (ch.)</td>
<td>bedroom</td>
</tr>
<tr>
<td>chambre de service / de bonne</td>
<td>service/maid's room</td>
</tr>
<tr>
<td>charges communes</td>
<td>service charges</td>
</tr>
<tr>
<td>charges comprises (c.c.)</td>
<td>no charges added on rent</td>
</tr>
<tr>
<td>charges en sus</td>
<td>charges will be added to rent</td>
</tr>
<tr>
<td>chauffage</td>
<td>heating</td>
</tr>
<tr>
<td>chauffage individuel</td>
<td>tenant pays heating/hot water</td>
</tr>
<tr>
<td>chauffage par l'immeuble</td>
<td>central heating (in charges)</td>
</tr>
<tr>
<td>(digi)code</td>
<td>entrance door code</td>
</tr>
<tr>
<td>(très) clair</td>
<td>(lots of) daylight</td>
</tr>
<tr>
<td>commission</td>
<td>agency fees</td>
</tr>
<tr>
<td>cuisine</td>
<td>kitchen</td>
</tr>
<tr>
<td>cuisine aménagée</td>
<td>kitchen with sink, cupboards, faucets</td>
</tr>
<tr>
<td>cuisine américaine</td>
<td>bar kitchen</td>
</tr>
<tr>
<td>cuisine équipée</td>
<td>kitchen with appliances (stove, fridge...)</td>
</tr>
<tr>
<td>cuisinière (électrique)</td>
<td>(electric) stove</td>
</tr>
<tr>
<td>Date de construction</td>
<td>year building was constructed</td>
</tr>
<tr>
<td>de grand classe</td>
<td>luxury apartment</td>
</tr>
<tr>
<td>double living/séjour</td>
<td>connecting living + dining room</td>
</tr>
<tr>
<td>douche</td>
<td>shower</td>
</tr>
<tr>
<td>dressing</td>
<td>dressing room, walk-in closet</td>
</tr>
<tr>
<td>Entrée</td>
<td>entrance, foyer</td>
</tr>
<tr>
<td>environ</td>
<td>approx. (to show size/dist.)</td>
</tr>
<tr>
<td>(dans les) environ</td>
<td>in the neighbourhood</td>
</tr>
<tr>
<td>étage</td>
<td>floor</td>
</tr>
</tbody>
</table>
1er étage
escalier de service
escalier principal
état(s) des lieux

Four
frais d'agence

Gare
gaz
gazinière
grand standing
grenier

Honoraires

Immeuble ancien
immeuble neuf
inclus
individuel

Jardin (privatif)

Kitchenette

Lavabo
lave-vaisselle
libre (le)
lit 1 personne
lit 2 pers./grand lit
living
locations
loyer
luxer

Machine à laver (le linge)
mazout
mensuel
mètre carré / m²
metro
meublé
mobilier
moquette

Net
neuf, neuves
nombre de pièces

1 “flight of stairs up”
service stairs
main stairs
report(s) describing condition of the premises
oven
agency fees/realtor's fees
Station
gas
gas stove
luxury building
attic
(agency) fees
old building
new building
included
private, indivual
(private) garden
small/cupboard style kitchen
wash-basin
dish-washer
available (on)
single bed
double bed
living
property for rent (heading in papers)
amount of rent
luxury
washing machine
fuel-oil
monthly
square metre (1 m² = about 10.75 sq.feet)
underground/subway
furnished
furniture
wall-to-wall carpet
no charges added to rent
new
number of rooms
| **Offres meublés** | furnished apartments for rent |
| **offres vides** | unfurnished apartments for rent |
| **Parking** | parking available |
| **parquet** | wooden floor |
| **(à) partager** | (to) share |
| **peinture** | paint-work |
| **pétits travaux** | needs some work |
| **pièce(s)** | room(s) in general |
| **placards** | cabinets, cupboards |
| **plein sud** | faces south |
| **poutres (apparentes)** | beamed ceilings (visible) |
| **près (RER/métro)** | near (the RER/metro) |
| **prix** | price |
| **Quartier** | area |
| **quelques meubles** | partially furnished |
| **Réchaud** | (portable) stove |
| **(à) refaire** | (to be) redone |
| **refait** | renovated |
| **réfrigérateur/frigo** | refrigerator/fridge |
| **rénové** | renovated |
| **rez-de-chaussée (RDC)** | ground floor |
| **(mobilier) rustique** | "cottage-style" (furniture) |
| **Salle à manger** | dining room |
| **salle d'eau** | bathroom with shower |
| **salle de bains (SdB)** | bathroom with bathtub |
| **salon** | lounge/living room |
| **sans charges** | no additional monthly charges |
| **sans vis-à-vis** | no building in front |
| **séjour** | living room |
| **sol** | floor |
| **soleil** | sunny apartment |
| **(grand) standing** | luxury building |
| **studio** | one-room apartment (combined living/bedroom) |
| **surface (m²)** | area (square meters/m²) |
| **s(ur) cour / jardin** | overlooking courtyard / garden |
| **Ventes** | for sale (heading in papers) |
| **vide** | empty/unfurnished |
| **vide-ordures** | rubbish-chute |
| **ville** | town |
APPENDIX II

STANDARD CONTRACT FOR RENTAL OF UNFURNISHED DWELLINGS

(in French)

(for information purposes only, cannot be used as an official contract)
CONTRAT DE LOCATION
loi N° 89-462 du 6 juillet 1989

ENTRE LES SOUSIGNÉS

M. ................................................................. à .................................................................
demeurant ........................................................................................................................................
eventuellement représenté par ..........................................................................................

CI-APRÈS DÉNOMMÉ LE BAILLEUR d’une part

ET M. ................................................................. à .................................................................
demeurant ........................................................................................................................................
M. ................................................................. à .................................................................
demeurant ........................................................................................................................................

CI-APRÈS DÉNOMMÉ LE LOCATAIRE d’autre part.

Il a été arrêté et convenu ce qui suit, le bailleur louant les locaux et équipements
ci-après, désignés, au locataire qui les accepte aux conditions suivantes.

DÉSIGNATION

Appartement (1) Maison individuelle (1)
sis à ........................................................................................................................................
Bâtiment étage porte ........................................................................................................
consistance des locaux ........................................................................................................

plus cave N° parking N° garage N°
chauffage : collectif ou individuel (1)
eau chaude : collective ou individuelle (1)
équipements communs : antenne TV - interphone - gardien - ascenseur - vide ordures (1)

DESTINATION

* HABITATION EXCLUSIVEMENT (1)
* HABITATION ET EXERCICE de la profession de .................................................., sous réserve de l’obten-
tion par le locataire des autorisations administratives nécessaires et celui-ci s’interdisant d’exercer
dans les lieux une activité industrielle ou commerciale. (1)
**DURÉE**

Le présent contrat est consenti pour une durée de .................................. ans commençant à courir le .................................. et se terminant le .................................. sous réserve de reconduction ou de renouvellement.

**CONDITIONS PARTICULIÈRES**

**Loyers et Charges**

Le loyer est payable mensuellement (1), trimestriellement (1) d'avance au domicile du bailleur ou de son mandataire.

Le montant du loyer initial est fixé à la somme de (en toutes lettres) .................................. plus les taxes récupérables (droit au bail) et une provision sur charges initiales de (en toutes lettres) ..................................

Il est rappelé que la provision sur charges est révisable chaque année en fonction des dépenses réelles. Le loyer sera automatiquement révisé le .................................., de chaque année pour tenir compte de la variation de la moyenne des 4 derniers indices trimestriels du coût de la construction publiés par l’INSEE ; moyenne des 4 indices de base ..................................

**Dépôt de Garantie**

Le dépôt de garantie est fixé à la somme de (en toutes lettres) .................................. correspondant à deux mois de loyer.

**Clause de Travaux**

Le locataire (1) propriétaire (1) exécutera les travaux ci-après décrits : ..................................

En conséquence de quoi, le loyer sera minoré (1) majoré (1) de .................................. pendant .................................. mois.

**Clause Particulière**

En annexe du présent contrat les parties reconnaissent avoir remis ou reçu :
- un état des lieux dressé lors de la remise des clés (1)
- un contrat de caution solidaire (1)
- une liste des loyers de référence (1)
- un extrait du règlement de copropriété ou de jouissance.
- clé(s).

**FAIT A .................................. LE .................................. en .................................. originaux dont un pour chaque signataire.**

**RAYÉS NULS**

mots

lignes

**LE BAILLEUR**

**LE(S) LOCATAIRE(S)**

**LA CAUTION.**

(1) rayez la mention inutile.
APPENDIX III

TRANSLATION OF STANDARD CONTRACT FOR RENTAL OF UNFURNISHED DWELLINGS

(for information purposes only, cannot be used as an official contract)
BETWEEN THE UNDERSIGNED
Mr. Born on In Living Represented by (if applicable) by
HEREAFTER REFERRED TO THE LANDLORD on one hand AS
AND Mr. Born on in Living M. Born on in Living
HEREAFTER REFERRED TO THE TENANT (singular) on the other hand AS

It has been agreed and decided as follows, the landlord lets the premises and facilities described hereafter to the tenant who accepts on the following conditions.

PREMISES
Apartment (1) House (1)
Address
Building floor door
Description of premises and facilities
plus Cellar no. Parking no. Garage no.
heating: communal or individual (1)
hot water: communal or individual (1)
communal equipment: TV aerial - digiphone - caretaker - lift - rubbish chute (1)

USE
PRINCIPAL RESIDENCE (1)
EXERCISING A PROFESSION ................., subject to the tenant obtaining the necessary administrative authorisation and that he/she refrains from exercising industrial or commercial activities on the premises. (1)
DURATION
The present contract is agreed for a duration of ............ years starting from ........... and ending on ............ subject to extension or renewal.

SPECIAL CLAUSES
Rent and charges
The rent shall be payable monthly (1), quarterly (1) in advance at the dwelling of the tenant or his/her agent.
The amount of the initial rent is fixed at the amount of (spell out) ........................................
including the tax on lease instalment (droit au bail)¹ and an estimate of initial charges of (spelled out) ........................................
The service charges are revised annually according to real expenditure. The rent will be automatically revised on the ................., of each year taking into account average variations of the last four quarterly indexes of costs published by INSEE; average of 4 basic indexes .........................

Guarantee deposit
The deposit guarantee is fixed at the amount of (spell out) ........................................ corresponding to two months rent.

Clause concerning works
The tenant (1) the landlord (1) will carry out the work described hereafter:
As a consequence, the rent will decrease (1) increase (1) by ................. for ........... months.
Special clause

Annexed to the present contract the parties confirm having received:
- State of premises drawn up on handing the keys to the tenant (1)
- Joint guarantee document
- List of reference rents
- Copy of extracts of co-ownership or regulations for use of premises and shared areas
- ............ set of keys

DELETED
Done in ............ the
........... words in ............ original copies - one for each signatory.
........... lines

THE LANDLORD OR HIS AGENT
THE TENANT(S)
THE GUARANTOR

(1) Cross out as applicable

¹ This has been suppressed since January 2001
APPENDIX IV

GENERAL CONDITIONS OF THE RENTAL AGREEMENT

In French and English
LES CONDITIONS GÉNÉRALES
DU CONTRAT

1) DURÉE DU CONTRAT
Le bail est consenti pour une durée au moins égale à TROIS ANS si le bailleur est une personne physique ou une société civile familiale.
Un bail de durée inférieure à trois ans mois supérieure à UN AN, peut être consenti par une personne physique (ou une société civile familiale) pour des raisons professionnelles ou familiales démentielle au contrat. Lorsque l'épreuve prévue par la loi est nécessaire, le locataire emménage dans les conditions prévues par l'article 11 de la Loi du 6.7.89, le contrat est réputé consenti pour trois ans.

2) CONGÉ
Le congé doit être signifié par lettre recommandée avec accusé de réception ou par acte d'hivernage. Il peut être délivré à tout moment par le locataire en respectant un préavis de TROIS MOIS courant à compter de la réception de la lettre ou de l'acte, ramené à UN MOIS en cas de mutation, perte d'emploi ou de nouveau emploi comportant une perte d'emploi, allocation de revenu minimum d'intervention ou nouveau état de santé du locataire âgé de plus de 60 ans.
Le congé doit être délivré par le bailleur à tout moment et le terme du contrat initial au renouvellement en respectant un préavis de SIX MOIS.
Le congé du locataire ne peut être délivré que pour un des trois motifs ci-dessus, dûment énumérés dans l'acte :
1) retrait du local ou bénéficiaire du bailleur, son conjoint, son concubin, son conjoint ascendant, descendant, ascendant ou descendant, celui de son conjoint ou concubin, un des ascendants de la société civile familiale propriaire ;
2) visite du local ;
3) motif légitime et sérieux, notamment l'insécurité pour le locataire d'une des obligations lui incombant.
Le congé du bailleur est soumis aux conditions de forme et de régularité fixées par l'article 15 de la Loi du 6.7.89.

3) RECONDUCTION DU CONTRAT
À défaut de congé régulier du bailleur ou du locataire, le contrat parvenu à son terme est reconduit tacitement pour une durée égale à celle du contrat initial.

4) RENOUVELLEMENT DU CONTRAT
À défaut de congé et de tacite reconduction, le contrat parvenu à son terme peut également faire l'objet d'une offre de renouvellement de la part du bailleur. L'offre de renouvellement est effectuée par lettre recommandée avec accusé de réception ou par acte d'hivernage en respectant un préavis de SIX MOIS. Le locataire du contrat renouvelé est défini suivant les modalités fixées par l'article 17 de la Loi du 6.7.89. La durée du contrat renouvelée est déterminée dans les mêmes conditions que la durée du bail initial.

5) ABANDON DU Domicile ou DÉCÈS DU LOCATAIRE
En cas d'abandon du domicile par le locataire, le contrat se poursuit au profit du conjoint ou s'ils habitaient avec le locataire depuis plus d'un an, au profit du concubinataire, ascendant, descendant, ascendant ou descendant.
En cas de décès du locataire, le contrat est transféré au conjoint survivant ou à s'ils habitaient avec le locataire depuis plus d'un an, au profit du concubinataire, ascendant, descendant, ascendant ou descendant.
À défaut de personnes remplissant les conditions prévues, le bail est résilié de plein droit par l'abandon du domicile du locataire ou son décès.

6) OBLIGATIONS DU BAILLEUR
Le bailleur est obligé :
a) de livrer le logement en bon état d'usage et de réparation (sauf stipulation particulière concernant les travaux pouvant être pris en charge par le locataire) ;
b) de fournir les éléments d'équipement en bon état de fonctionnement ;
c) d'assurer au locataire une prestation possible et la garantie des vices ou défauts de nature à y faire obstacle ;
d) de maintenir les locaux en état de servir à l'usage prévu par le contrat en effectuant les réparations autres que locatives ;
e) de ne pas s'opposer aux aménagements réalisés par le locataire dès lors qu'ils n'introduisent pas une transformation du local.
F) de remettre gratuitement une quittance au locataire qui en fait la demande.

7) OBLIGATIONS DU LOCATAIRE
Le locataire est obligé :
g) de payer le loyer et les charges recevables aux termes convenus ; le paiement mensuel est de droit si le locataire en fait la demande ;
h) d'assurer la sécurité des locaux loués en respectant leur destination ;
i) de répondre des dégradations ou des pertes survenues pendant le cours du bail.

(continued)
8) MONTANT DU LOYER
Le montant initial du loyer est indiqué au chapitre CONDITIONS PARTICULIÈRES du présent contrat.
Le montant du loyer est révisé chaque année à la date anniversaire du présent contrat sans que le bailleur ait à effectuer
la notification ou démarche particulière.
La révision du loyer s'opère automatiquement en fonction des variations de l'INDICE NATIONAL DU COÛT DE LA
CONSTRUCTION. La modification de la loi du 6/07/94 par la loi du 21/07/94, fait évoluer d'une augmentation annuelle
corre à la variation de la moyenne, sur d trimestres, de l'indice du coût de la construction.
Le montant du loyer peut être contractuellement majoré pour tenir compte des travaux que le locataire s’est engagé à
effectuer. La définition des travaux et les modalités de leur prise en compte doivent être clairement figurant au bail ou dans un
avenant. Le montant du loyer peut également être contractuellement minoré suivant les mêmes modalités pour tenir compte des
travaux d’amélioration que le locataire s’est engagé à effectuer.

9) CHARGES
La locataire est tenu de rembourser au bailleur les charges dites “récupérables” dont la liste est fixée par décret en
Conseil d’Etat.
Les charges sont anticipées et régularisées en même temps que la locataire suivant une provision rétrospective chaque année et une régularisation annuelle.
Un mois avant la régularisation annuelle, le bailleur est tenu d’adresser au locataire, un décompte par nature de charges.
lil est également tenu de mettre les pièces justificatives des charges à sa disposition.

10) DÉPÔT DE GARANTIE
Le montant du dépôt de garantie est indiqué aux CONDITIONS PARTICULIÈRES du présent contrat.
Il peut excéder deux mois du loyer principal.
Il n’est révisable ni productif d’intérêt.
Il est destiné à être remboursé ou locataire servant dans les DEUX MOIS de son départ effectif, déduction faite des sommes restant dues au bailleur ou qui pourront être tenu au lieu et place du locataire.
A défaut de restitution dans le délai prévu, le solde du dépôt de garantie restant dû au locataire est productif d’intérêts
courant au taux légal.

11) CAUTIONNEMENT
Le bailleur peut solliciter un tiers se porte caution en garantissant l’exécution des obligations du contrat de location en
cas de défaillance éventuelle du locataire. A compter du 1/09/94, toutes formalités sont obligatoires sous peine d'annuller la caution.
Le tiers qui se porte caution doit indiquer de sa main sur l’acte de caution :
– le nom du locataire,
– les conditions de sa révision, le cas échéant,
– reconnaître l’importance de l’engagement,
– indiquer la durée de l’engagement.
A défaut d’indication de durée, au si cela-ci est stipulée indéterminée la caution peut resilier unilatéralement son
engagement. Cette résiliation serait officiellement figure à la Caisse de s’assurer des résidents, locataire rester acquis au bailleur à titre d’indemnité
conventionnelle.

12) CLAUSE RÉSOLUITE
Il est expressément convenu qu’à défaut de paiement du terme convenu de tout ou partie du loyer, des charges, du dépôt
de garantie, et DEUX MOIS après un commandement de payer demeuré infructueux, la présente locataire sera résiliée du
loyer de même que le bailleur pour cause de réitération. Ce bail est régi par la loi du 6/07/94.

13) CLAUSE PENALE
En cas de non-paiement du loyer ou de ses accessoires et dès le premier acte d’homicide, le locataire devra payer en sus des
trajets de recouvrement et sans préjudice de l’application de l’article 200 du Nouveau Code de Procédure Civile, une
indemnité égale à dix pour cent de la totalité des sommes dues au bailleur.
En cas d’occupation des lieux après la cessation du bail, il sera dû par l’occupant jusqu’à son expulsion, une indemnité
égale au double du loyer et des charges contractuelles.
En cas de résiliation du bail aux torts du locataire, le dépôt de garantie restera acquis au bailleur à titre d’indemnité
conventionnelle.

14) ÉTAT DES LIEUX
A défaut d’état d’entrée de partier des lieux établi volontairement et contradictoirement, la partie la plus diligente est en
droit de se faire dresser un part houiser, à frais partagés.
A défaut d’état des lieux, la présomption de l’article 1737 du Code Civil ne peut être invoquée par celle des parties qui a
fait obstacle à son établissement.
Aucune partie ne peut en cas de cessation du bail résilié ou de résiliation du bail, toucher sur le mobilier les éléments de
chauffage.

15) ELECTION DE DOMICILE
Pour l’exécution des obligations visées au présent contrat, le bailleur fait élection de domicile en sa demeure et le locataire
aux lieux ci-dessus.

16) FRAIS & HONORAIRES
Tous les frais et honoraires de négociation, de réduction, d’enregistrement, d’état des lieux, sont supportés par moitié
entre les parties et payable directement par chèque ou mandat ou par procuration de service.
GENERAL CONDITIONS OF THE RENTAL AGREEMENT

Translation for information purposes only

DURATION, TERMINATION, RENEWAL (Sections 10, 11, 12, 13, 15 and 17 of the Act)

A. AGREEMENT FOR A MINIMUM PERIOD OF THREE OR SIX YEARS

INITIAL DURATION (Sections 10 and 13 of the Act). The agreement is concluded for a period of at least three years (where the landlord is a private individual or family business) or six years (where the landlord is a company).

TERMINATION - NOTICE (Sections 13 and 15 of the Act): The agreement may be terminated by recorded delivery post or by notice to quit served by a bailiff.

BY THE TENANT at any time on three months' notice to the landlord or on one month's notice in the case of transfer to another place of work, loss of employment, further employment following loss of employment, or where the tenant is over 60 years of age and is obliged to move for health reasons.

BY THE LANDLORD by notice to the tenant at least six months before the expiry of the agreement on the grounds that he intends to resume possession himself or to sell the premises or where there is some other legitimate and serious reason such as failure by the tenant to comply with his obligations under the agreement.

The notice of termination must state the ground on which it is based and:

- in case of resumption of possession, the name and address of the person who will live in the premises, who may only be the landlord himself, his spouse, his cohabitee for at least one year prior to the date of the notice, his ascendants or descendants or those of his spouse or cohabitee, or one of the partners in the firm where the landlord is a family business;

- where the premises are to be sold, the price and terms of the proposed sale, the notice of termination constituting and offer of sale to the tenant.

RENEWAL (Sections 10, 11, 13 and 17c of the Act)

1. At least six months before the expiry of the agreement the landlord may make a proposal for renewal of the agreement either by recorded delivery post or by notice served by a bailiff:

   - either in the form of a new agreement for a shorter period (at least one year) for duly established business or family reasons (where the landlord is a private individual or family business);

   - or at a higher rent in cases where the existing rent is manifestly undervalued for a period of at least three years (where the landlord is a private individual or family business) or six years (where the landlord is a company);

   In such cases, the landlord may propose that the new rent be fixed by reference to rent normally paid in the neighbourhood for comparable premises, in accordance with Section 19 of the Act.

2. In the absence of notice of termination in the form and within the time limit specified above, the agreement shall on expiry be renewed for a period at least three years (where the landlord is a private individual or family business) or six years (where the landlord is a company).

RENEWAL BY TACIT AGREEMENT (Sections 10 and 13 of the Act)

In the absence of renewal or notice of termination given in the form and within the time limit specified above, the agreement shall on expiry be renewed by tacit agreement on the PREVIOUS TERMS for a period of three years (where the landlord is as private individual or family business) or six years where the landlord is a company.

AGREEMENT FOR A PERIOD OF LESS THAN 3 YEARS FOR DULY ESTABLISHED BUSINESS OR FAMILY REASONS (Sections 11 and 13 of the Act)

INITIAL DURATION: The parties may conclude an agreement for a period of less than three years but for at least one year, whereby the occurrence of a specified event entitles the landlord who is a private individual or family business to recover possession of the premises for business or family reasons set out in the agreement.
TERMINATION: The agreement may be terminated by recorded delivery post or by notice served by a bailiff:

**BY THE TENANT** at any time on three months’ notice to the landlord or one months’ notice in the case of transfer to another place of work, loss of employment, further employment following loss of employment, or where the tenant is over 60 years of age and has to move for health reasons, or where the tenant is in receipt of minimum income support (RMI).

**BY THE LANDLORD**, confirming that a family or business event has occurred, two months before expiry of the agreement. If occurrence of the event is delayed, the landlord may within the same period propose an extension of the agreement, such an extension only being possible once.

Where the event has occurred and has been confirmed, the tenant automatically forfeits all occupancy rights on expiry of the agreement.

**TRANSFORMATION INTO A THREE-YEAR AGREEMENT:**

Where the event has not occurred or has not been confirmed, the tenancy agreement shall be deemed to be for a period of three years.

**SPECIAL CLAUSE CONCERNING VACANT PREMISES BUILT BEFORE 1ST SEPTEMBER 1948**

Under Section 25 of Act No. 86-1290 of 23 December 1986 (as amended in 1989 and 1994) premises which are vacant as from 23 December 1986 (excluding category IV premises) are not subject to the provisions of Act No. 48-1360 of 1 September 1948.

Such premises are now governed by Chapters I to III of Title I of Act No. 89-462 of 6 July 1989 (as amended in 1994).

If premises let since 23 December 1986 fail to meet the minimum standards of comfort and fitness for human habitation prescribed by Decree following the opinion of the National Consultation Committee the tenant may, within one year from the date of commencement of the initial tenancy agreement, request the landlord to bring the premises into compliance with such standards without prejudice to the validity of the current agreement. Failing agreement between the parties, the court hearing the matter shall, where necessary, specify the works to be carried out and the time allowed for their completion and may fix a daily penalty payable in case of default. The court may also rule on any application for alteration of the rent fixed by the landlord or proposed by the tenant.

Where the premises are not brought into compliance with applicable standards as required above, the rent for premises to which this clause applies shall be fixed in accordance with Section 17.b of Act no. 89-462 of 6 July 1989.

**SERVICE CHARGES** (Section 23 of the Act)

In addition to the rent, the tenant shall reimburse the landlord a proportion of the service charges in accordance with the list of items established by Decree made in the Conseil d’Etat.

Recoverable service charges, in addition to the rent itself, are payable for:
- services rendered in connection with the use of the various parts of the leased premises;
- expenditure on routine maintenance and minor repairs to common facilities used in connection with the leased premises;
- the tax on the lease and taxes for services of direct benefit to the tenant.

Service charges shall be paid on account in fixed monthly or quarterly instalments together with the rent itself and shall be brought into line with actual expenditure at least once a year or to the budget forecast and the amount of each instalment shall be adjusted accordingly. One month before the annual settlement the landlord shall provide the tenant with a detailed breakdown of the service charges and, in the case of buildings in multiple occupation, the basis of apportionment among tenants. Tenants shall have access to all supporting documents during that month.
GUARANTEE DEPOSIT (Section 22 of the Act)

Under Section 22 of the Act, any deposit that the landlord may require the tenant to advance to guarantee fulfilment of his obligations may not exceed two months rent excluding service charges.

No interest is payable on the guarantee deposit, which is not subject to review either during the period of the initial agreement or upon renewal of the tenancy. The deposit shall be returned to the tenant within no more than two months of surrender of the keys, after deduction as appropriate of outstanding sums due to the landlord or duly established sums for which the landlord might be held liable in the place of the tenant (departure meaning complete removal from the premises, completion of tenant's repairs, termination of gas, electricity and water contract's, production to the landlord of the receipt for the occupancy tax ("taxe d’habitation") (Article 1686 of the General Tax Code), drawing up the final schedule of fixtures and state of the premises as between tenant and landlord and surrender the keys).

Failing return of the guarantee deposit within two months, the balance of the deposit due after final settlement of accounts shall bear interest at the official rate, payable to the tenant.

The guarantee deposit may in no case be used by the tenant in payment of the final month or months of rent.

SECURITY BY THIRD PARTY (Section 22-1 of the Act of 6 July 1989 as amended in 1994)

Where appropriate, the landlord may require a third party to provide security by undertaking to fulfil the obligations under the tenancy agreement in the event of default by the tenant.

Such security shall be null and void unless the following formalities are complied with: Provisions applicable to third party security given as from 1 September 1994:

- The landlord shall provide the person giving the security with a copy of the tenancy agreement.
- The person giving the security shall sign security agreement in his own handwriting:
  - state the amount of the rent and where necessary the terms on which it may be reviewed as set out in the tenancy agreement;
  - acknowledge the extent and nature of his commitment;
  - limit the duration of his commitment; failing which, where no duration is specified in the security agreement, or where an indefinite duration is specified, the person giving the security may unilaterally terminate the security. Such termination shall take effect on expiry of the tenancy agreement (irrespective of whether it is the initial agreement of has been renewed or renewed by tacit agreement) during which the landlord received notification of termination.

WORKS GIVING ENTITLEMENT TO A CHANGE IN RENT (Sections 6a and 17 e of the Act)

WORKS DONE BY THE TENANT: In accordance with Section 6a of the Act, where the premises meet the minimum standards of comfort and fitness for human habitation under Section 26 of the Act, the parties may expressly agree that certain works to put the premises in a good state of repair or which are the responsibility of the landlord shall be carried out by the tenant. The reduction in the rent, the duration of such reduction and, should the tenant leave before expiry of the agreement, arrangements to compensate him for duly established expenditure incurred, should be stated on the rent agreement.

IMPROVEMENT WORKS DONE BY THE LANDLORD: In accordance with Section 17e of the Act, the parties may expressly agree that the landlord will have certain improvement works carried out. That clause shall specify the increase in the rent following completion of such works.

SCHEDULE OF FIXTURES AND STATE OF PREMISES (Section 3 of the Act)

In accordance with Section 3 of the Act, a schedule of fixtures and state of the premises shall be agreed between the landlord and the tenant when the keys are handed to the tenant and when he surrenders them. If this is not done, a schedule may be drawn up by a bailiff at the request of either party and the cost thereof shared equally between the parties. During the first month of the year in which the premises are heated, the tenant may require the schedule to be extended to cover the different parts of the heating system.
**OBLIGATIONS OF THE LANDLORD** (Section 3 and 6 of the Act)

The landlord shall have the following obligations:

1. To hand over the premises to the tenant in good repair and the facilities mentioned in the agreement in good running order (excluding works described in the express provision referred to in Chapter VI above).

2. To allow the tenant quiet enjoyment of the premises and, without prejudice to the provisions of Article 1721 of the Civil Code, remedy any material defects or faults liable to interfere with that enjoyment (excluding those listed in the schedule of fixtures and the state of the premises which are the subject of works described in the express provision referred to in Chapter VI above).

3. To maintain the premises in good repair for the intended use and carry out all necessary repairs other than tenant’s repairs.

4. To consent to improvements made by the tenant that do not constitute a material alteration to the leased premises.

5. To give the tenant a rent receipt free of charge upon request.

6. To provide a receipt whenever the tenant makes a part payment.

7. Where the building containing the premises is co-owned, to provide the tenant with extracts form the co-ownership rules concerning the intended use of the building, the enjoyment and use of the private premises and common parts and the proportion of each item of service charge payable in respect of that part of the building leased to the tenant.

8. To state his name and address (or company name and registered office) in the tenancy agreement and, where appropriate, those of his agent. Where the premises are sold or otherwise disposed of, the new landlord shall notify the tenant by recorded delivery post of his name and address (or company name and registered office) and; where appropriate, those of his agent.

**OBLIGATIONS OF THE TENANT** (Sections 7 an 9.1 of the Act)

The tenant shall have the following obligations:

1. To pay the rent and recoverable service charges on the terms agreed. The tenant is entitled to pay monthly if he so requests.

2. Peaceably and quietly to enjoy the leased premises and facilities for the purposes stated in the agreement.

3. To assume liability for damage or loss occurring during the period of the tenancy in the premises of which he has exclusive possession, unless he can prove that it resulted from force majeure, the fault of the landlord or the act of a third party whom he did not admit to the premises.

4. To pay for day-to-day maintenance of the premises and facilities mentioned in the agreement, minor repairs and all tenant’s repairs as defined by decree made in the Conseil d’Etat (and provisionally by Decree No. 87-712 of 26 August 1987), except where necessary as a result of age, bad workmanship, faulty construction, a fortuitous event or force majeure.

5. To take out a maintenance contract with a specialised firm (or refund the cost if the landlord pays the bill) to service individual facilities (gas heaters and burners, etc.) at least once a year and provide the landlord with evidence of having done so where he so requests.

6. To inform the landlord immediately of any accident or deterioration occurring in the leased premises, even where no apparent damage results.

7. Not to transform the leased premises and facilities without the written consent of the landlord; the landlord may, if the tenant fails to comply with this obligation, require that the premises and facilities be restored to their original state when the tenant leaves or retain the changes made without the tenant having any right to compensation for expenditure incurred; the landlord may however require the tenant to restore the premises to their original state at the tenant’s expense where the changes made interfere with the smooth functioning of facilities or endanger the safety of the premises.

8. To permit the performance in the leased premises of works to improve the common or private parts of the building, as well as works necessary for the upkeep and normal maintenance of the leased
premises; such works shall be subject to the provisions of the second and third sub-paragraphs of Article 1724 of the Civil Code.

9. To comply with house rules as posted in the common parts of multi-occupied premises. To comply strictly with all the provisions of the co-ownership rules, extracts of which have been served on the tenant by the landlord in accordance with Section 3 of the Act.

10. To take out insurance to cover tenancy risks for which he is liable as tenant: fire, water damage, etc. and establish that he has done so when the keys are handed to him, by providing the landlord with a certificate of insurance issued by the insurer or his agent. Such evidence shall be provided each year thereafter where the landlord so requests.

   IF THE TENANT FAILS TO COMPLY WITH THIS PROVISION THE LANDLORD MAY TERMINATE
   the agreement under the forfeiture clause.

11. Not to assign the tenancy to another person, nor to sublet the premises, without the written consent of the landlord including consent as to the rent payable. In the event of termination of the main tenancy agreement, sub-tenants shall have no claim on the landlord nor any right to occupy the premises.

12. To permit the leased premises to be visited, with a view to their sale or letting, for a period of two hours per day on working days. The time of such visits shall be agreed between the parties and, failing such agreement, shall be between 5 p.m. and 7 p.m.

13. To ensure that the landlord and, where necessary, his agent, are aware of the existence of a spouse if this is not done then, notwithstanding Article 1751 of the Civil Code, notices or summonses may, as from 1 January 1995, be validly served by the landlord on the tenant’s spouse.

FORFEITURE CLAUSE AND PENALTY CLAUSES (Sections 7g and 24 of the Act)

The agreement shall be IMMEDIATELY AND AUTOMATICALLY TERMINATED without any need for legal proceedings:

Two months after a demand for payment on the agreed terms of all or part of the rent or duly established service charges remains uncomplied with or in the event of non-payment of any guarantee deposit specified in the agreement.

One month after a demand for production of evidence of insurance to cover tenancy risks remains uncomplied with.

Costs and fees incurred by the landlord in serving the above demands or enforcing payment of sums due to him, shall be borne by the tenant, subject to consideration by the courts, in accordance with Article 700 of the New Code of Civil Procedure.

Once the landlord has validly invoked the forfeiture clause, the tenant must immediately vacate the leased premises. Should he refuse to do so, he may be evicted by order of a judge in chambers.

Where payment is made by cheque the rent shall be deemed paid only after clearance of the cheque.

Moreover, and without prejudice to the above forfeiture clause, the tenant formally undertakes to observe the following two penalty clauses:

1. In the event of non-payment on the agreed terms of the rent or service charges, the amount outstanding shall be automatically increased by 10 per cent, to compensate the landlord for the loss incurred, without any summons being necessary, notwithstanding Article 1230 of the Civil Code.

2. Where a tenant who has forfeited all rights of occupation fails to vacate the premises, does not comply with an eviction order to obtain a stay of departure, he shall, in addition to the service charges, pay a contractual occupancy charge equal to twice the daily rent until complete removal and surrender of the keys.

   The purpose of such occupancy charge is to compensate the landlord for the prejudice caused him in the exercise of his rights by the wrongful occupation of the leased premises.
JOINT AND SEVERAL LIABILITY - ADDRESS FOR SERVICE

In the performance of obligations under the agreement there shall be joint and several liability:
- among the parties designated above under the term “the tenant”;
- among the heirs or representatives of the deceased tenant (subject to Article 802 of the Civil Code)
  and among all persons with a claim to succession to the tenancy under Section 14 of the Act.

The addresses for service of the parties to this agreement shall be his residence in the case of the landlord
and the leased premises in the case of the tenant.

EXPENSES - FEES (Section 5 of the Act)

Fees for negotiating and drafting the agreement shall be paid in equal shares by the parties hereto to the
agent concerned, as shall the costs of a bailiff called upon to draw up the schedule of fixtures and state of
the premises (Section 3 of the Act).
APPENDIX V

A SIMPLE WRITTEN AGREEMENT FOR SHORT TERM FURNISHED DWELLINGS

(in French and English)

(for information purposes only, cannot be used as an official contract)
ENGAGEMENT DE LOCATION MEUBLEE

Entre les soussignés, M/Mme/Mlle ____________________________ propriétaire d’un(e) maison/appartement/studio/chambre(*) situé(e) à ____________________________ ci-après désigné “le bailleur”, d’une part, et M/Mme/Mlle(*) ____________________________ , ci-après désigné “le preneur”, d’autre part,

il a été convenu ce qui suit : le bailleur loue au preneur qui accepte les lieux ci-après désignés.

1. Adresse _____________________________________________________________

2. Description ___________________________________________________________

3. Durée Le présent contrat est consenti pour une durée de ____mois/an(s) du _____au _____

4. Congé Cette location peut être résiliée en donnant _______________mois de préavis (normalement UN mois) et ce, par lettre recommandée avec accusé de réception (A.R.).

5. Conditions

La présente location est acceptée aux conditions suivantes que le preneur s’engage à respecter :

a) Il habitera les lieux paisiblement,

b) Il entretiendra les lieux en bon état et les laissera en bon état de réparations locatives (sauf usure normale et légitime de la chose louée et de la vétusté - voir Code Civil français, art. 1754 et 1755) (le bailleur accepte toutes les grosses réparations telles qu’elles sont définies dans le Code Civil français, art. 1720 et amendements),

c) Il ne fera aucune modification sans l’accord écrit du bailleur,

d) Il s’assurera contre les risques locatifs auprès d’une compagnie d’assurances habitation (multirisques),

e) Il ne pourra sous-louer tout ou partie de ses droits au présent contrat,

f) Il paiera ses consommations d’eau, de gaz, d’électricité et ses communications téléphoniques ainsi que l’abonnement téléphonique, et ce, pendant la durée de la location, si ces charges ne sont pas incluses dans le loyer.

6. Loyer

En outre, la présente location est consentie moyennant un loyer mensuel de _____________ EUR, payable d’avance.

A défaut par le preneur de payer un seul mois de loyer à son échéance ou d’exécuter une clause du présent contrat, et 15 jours après un commandement resté sans effet, le contrat serait résilié de plein droit et le preneur serait contraint de quitter les lieux après une simple Ordonnance de Référé, rendue par M. le Président du Tribunal du Ressort.

7. Charges

1. Les charges suivantes (charges communes, chauffage, eau chaude, électricité, gaz*) sont incluses dans le montant du loyer ci-dessus.

ou

2. Les charges suivantes (charges communes, chauffage, eau chaude, électricité, gaz*) ne sont pas incluses dans le montant du loyer ci-dessus et sont fixées à _____________ EUR par mois.

8. Dépôt de garantie

Le preneur a versé ce jour au bailleur une somme de _____________ EUR, représentant _____________ mois de location. Cette somme non productrice d’intérêt sera remboursée au preneur en fin de location après déduction, s’il y a lieu, des réparations locatives ou de toutes sommes dues au bailleur concernant le gaz, l’électricité, le téléphone ou les charges d’immeuble.

Date :

signature du propriétaire signature du locataire

Documents annexés : Etat des lieux établi lors de la remise des clés au preneur (contradictoire ou par huissier).

Inventaire mobilier.

* rayer la mention inutile
AGREEMENT TO LET FURNISHED PREMISES
(translation for information purposes only)

Between the undersigned, Mr/Mrs/Ms(*) ________________________________ owner of a house/apartment/studio/room(*) situated at ________________________________ hereafter called “the landlord”, on the one hand, and Mr/Mrs/Ms(*) _____________________________ , hereafter called “the tenant”, on the other hand,

it has been agreed as follows: the landlord lets to the tenant who accepts the premises described below.

1. Address __________________________________________________________

2. Description ______________________________________________________

3. Duration The present contract has been agreed for a period of __________ months/year(s) from ________ to ________

4. Termination This rental can be terminated by giving __________ month(s)’ notice (normally ONE month), and by registered mail with acknowledgement of receipt.

5. Terms and conditions

The premises are let under the following terms and conditions which the tenant agrees to comply with:

a) He/she shall occupy the premises peacefully,

b) He/she shall maintain the premises in a good state and leave them in a good state of collective repairs (except for normal and legitimate wear and tear problems due to old age - see the French Civil Code, art. 1754 and 1755) (the landlord shall be responsible for all major repairs as defined in the French Civil Code, art. 1720 and amendments),

c) he/she shall not make any alteration to the premises without the written consent of the landlord,

d) he/she shall take out “multi-risk” household insurance to cover risks that are the responsibility of the tenant,

e) he/she shall not sublet all or part of the premises,

f) He/She shall pay the water, gas and electricity bills, as well as telephone rental and charges, throughout the period of the letting if such charges are not included in the rent.

6. Rent

The premises described herein are let for a monthly rent of EUR __________, payable in advance.

Should the tenant fail to pay a month’s rent on the due date, or comply with a clause of this agreement, 15 days after being given notice to pay the rent due or comply with the clause, the agreement shall automatically terminate and the tenant shall be ordered to vacate the premises by the President of the competent tribunal.

7. Charges

1. The following charges (service charges, heating, hot water, electricity, gas*) are included in the rent referred to above.

or

2. The following charges (service charges, heating, hot water, electricity, gas*) are not included in the rent referred to above and are fixed at EUR __________ per month.

8. Deposit Guarantee

The tenant has this day paid to the landlord the sum of EUR __________, representing __________ months’ rent. This sum, interest free, shall be paid to the tenant at the end of the tenancy after deduction, where appropriate, of the cost of any tenant’s repairs or any amounts due to the landlord in respect of gas, electricity, telephone or service charges.

Date :

landlord’s signature tenant’s signature

Enclosed documents : Report on the condition of the premises drawn up on handing the keys to the tenant (by agreement or by bailiff).

Inventory of furniture.

* delete as appropriate
APPENDIX VI

AN « ETAT DES LIEUX »
# ÉTAT DES LIEUX

à la remise des clés

## ENTRE LES SOUSSIGNÉS

**LE BAILLEUR**

M.

**LE LOCATAIRE**

M.

Il a été contradictoirement constaté l’état des lieux loués à (adresse) dans les termes ci-après rapportés :

<table>
<thead>
<tr>
<th>BON</th>
<th>B</th>
<th>PEINTURE</th>
<th>P</th>
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<tbody>
<tr>
<td>D’USAGE</td>
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<td>PAPIER-PEINT</td>
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<tr>
<td>MAUVAIS</td>
<td>M</td>
<td>CARRELAGE</td>
<td>C</td>
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<tr>
<td>BOIS</td>
<td>B</td>
<td>MOQUETTE</td>
<td>M</td>
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**EXAMPLES:**

- Interphone : bon
- Interphone : interphone
- Huisserie : bois mauvais
- Huisserie : mauvais
- Sol : carrelage d’usage
- Sol : usage

<table>
<thead>
<tr>
<th>EXTERIEUR</th>
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<td>divers</td>
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| SÉJOUR 2           |   |   |   |
| huissière          |   |   |   |
| mur                |   |   |   |
| sol                |   |   |   |
| plafond            |   |   |   |

| ENTRÉE             |   |   |   |
| huissière          |   |   |   |
| mur                |   |   |   |
| sol                |   |   |   |
| plafond            |   |   |   |

| CHAMBRE 1          |   |   |   |
| huissière          |   |   |   |
| mur                |   |   |   |
| sol                |   |   |   |
| plafond            |   |   |   |

<p>| CHAMBRE 2          |   |   |   |
| huissière          |   |   |   |
| mur                |   |   |   |
| sol                |   |   |   |
| plafond            |   |   |   |</p>
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<tr>
<th>CHAMBRE 3</th>
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<td>- chauffe-eau</td>
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<td>- climatisation</td>
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<td>- convecteurs élec.</td>
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**ÉQUIPEMENTS**

**OBSERVATIONS**

LE PRÉSENT ÉTAT DES LIEUX EST ÉTABLI EN DEUX EXEMPLAIRES SIGNÉS PAR LE BAILLEUR ET LE LOCATAIRE.

Il est annexé au bail du ________________________

Nombre de clés remises ________________ À ________________________ , le ________________________

Numéro(s) éventuel(s) ________________
APPENDIX VII

AN « ETAT DES LIEUX »
WHEN LEAVING THE APARTMENT
ENTRE LES SOUSSIGNÉS

LE BAILLEUR

M.

LE LOCATAIRE

M.

Il a été contradictoirement constaté lors de la restitution des clés, les dégradations, détériorations ou dommages causés aux lieux situés :

(adresse)

dans les termes ci-après rapportés :

<table>
<thead>
<tr>
<th>EXTÉRIEUR</th>
<th>ENTRÉE</th>
<th>SÉJOUR 1</th>
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</thead>
<tbody>
<tr>
<td>SÉJOUR 2</td>
<td>CHAMBRE 1</td>
<td>CHAMBRE 2</td>
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<tr>
<td>CHAMBRE 3</td>
<td>CHAMBRE 4</td>
<td>CHAMBRE 5</td>
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<tr>
<td>S.D.B.</td>
<td>W.C.</td>
<td>CUISINE</td>
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</tbody>
</table>

ÉQUIPEMENTS
- électricité
- chaudière
- chauffe-eau
- radiateurs
- convecteurs élect.
- climatisation

OBSERVATIONS

LE PRÉSENT ÉTAT DES LIEUX EST ÉTABLI EN DEUX EXEMPLAIRES SIGNÉS PAR LE BAILLEUR ET LE LOCATAIRE.

A..........................., le..........................

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APPENDIX VIII

A GUARANTOR AGREEMENT
(ENGAGEMENT DE CAUTION)
M. .................................................................................................................................................................

né(e) le ........................................................................................................................................................
demeurant....................................................................................................................................................

Déclare avoir pris connaissance du CONTRAT DE LOCATION établi par M. ......................................................, bailleur, au bénéfice de M. .............................................................................................................................., locataire don’t un exemplaire lui a été remis et don’t les principales dispositions sont ci-après rappelées

| - adresse de la location .............................................................................................................................. |
| - durée du contrat initial ............................................................................................................................ |
| - à effet du ............................................................................................................................................... |
| - pour se terminer le ................................................................................................................................. |
| - montant du loyer initial .......................................................................................................................... |
| - montant de la provision sur charges initiales ....................................................................................... |

Il est clairement spécifié que la garantie du signataire s’entend à titre de caution solidaire et sans faculté de discussion tel qu’il est prévu par l’article 2021 du Code Civil.

En conséquence de quoi le signataire s’engage au profit du bailleur qui l’accepte, à garantir la bonne exécution de toutes les obligations du locataire pour le paiement du loyer, des charges, des réparations locatives, des frais de procédure, des indemnités d’occupation.

Dans la limite de .......................................................................................................................................... €. (somme en chiffres).

Le présent cautionnement est consenti par le signataire pour la durée du bail initial et le cas échéant de .........................................................................................................................................................

Soit jusqu’au .................................................................................................................................................. 20........

Pour la parfaite régularité de l’acte, le signataire reproduit à la main les textes en italique ci-après proposés :

“Bon pour caution solidaire et sans faculté de discussion, pour le paiement du loyer, des charges, des réparations locatives, des frais de procédure, des indemnités d’occupation.”

………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………

“J’ai parfaite connaissance de la nature et de l’étendue de mon engagement notamment en ce qui concerne le montant du loyer fixé à la somme mensuelle de ............................................................................................................. (en toutes lettres) révisable annuellement à la date anniversaire du contrat selon la variation de la moyenne sur quatre trimestres de l’indice INSEE du coût de la construction.”

………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………

“Je reconnais avoir eu connaissance des dispositions de l’alinéa 1er de l’article 22-1 de la loi du 6 juillet 1989 ci-après reproduites” : ART. 22-1 : Lorsque le cautionnement d’obligation résultant d’un contrat de location conclu en application du présent titre ne comporte aucune indication de durée ou lorsque la durée du cautionnement est stipulée indéterminée, la caution peut le résilier unilatéralement. La résiliation prend effet au terme du contrat de location, qu’il s’agisse du contrat initial ou d’un contrat reconduite ou renouvelé au cours duquel le bailleur reçoit notification de la résiliation.

………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………

“Fait à ....................................................................................................................................................... le ........................................................................... “
LA CAUTION
“Lu et Approuvé - Bon pour caution.”

LE BAILLEUR
“Lu et Approuvé - Bon pour acceptation”
APPENDIX IX

CHECKLIST TO ESTABLISH YOUR CRITERIA
FOR AN ACCOMMODATION SEARCH

I would like to live in the city
In arrondissement(s)
Other requirements:

I would like to live in the suburbs
Name(s) of suburb:
Other requirements:

Maximum monthly rent, including charges   €
(remember that, at least for unfurnished premises, electricity/gas - higher if heating and hot water are individual - and telephone bills will be added to this amount)

I would like to live in
A modern building
An older building

I would like to be
High up (more light)
On one of the lower floors

Ideally, I require
an elevator
a parking space
a minimum of M2
a minimum of bedrooms
an equipped kitchen
a bathtub (not just a shower)
a cellar
Other: