

Panache Terms & Conditions Agreement

Reservations, Payment and Cancellation:

Panache has an International Booking & Handling Fee of \$100 per party group. This fee is waived, ad infinitum, for all repeat bookings at any of Panache's European property rentals. This future benefit is applicable to all members of the party.

When you make a reservation, Panache requires a deposit of approximately 50% of the Total Balance Due for the rental. This deposit must reach Panache within seven days of the booking. The balance of the payment is due 60 days before you begin your rental. If the balance is not paid in a timely fashion, your reservation will be canceled and your deposit forfeited.

If your reservation is made fewer than 60 days before the beginning of your rental period, full payment is expected within seven days of the booking. All payments are to be made via personal check, company check, bank check, bank wire, VISA or MasterCard with a 4% service fee.

Even though friends and family often share a property, one person must assume responsibility for the booking. The reservation will be made in his or her name, and he or she is responsible for all payments and forfeitures that may result from cancellation as well as for damages to the property that may exceed the security deposit.

In the event that you must cancel your reservation after you have paid your deposit but before you have made your final payment, you will in most cases forfeit your deposit. In some cases, however, if another party rents the property for the same dates as those originally reserved by you, Panache may be able to arrange a partial refund of your deposit.

In the event that you must cancel your reservation after both your deposit and final payment have been made, you will probably forfeit the entire deposit. Refund of the final payment will be made only in the

event that another party can be found to rent the property for the same dates as those originally reserved by you. Therefore, since your deposit and final payment are in many cases non-refundable, we strongly recommend that you purchase trip cancellation insurance. Panache mails all clients a Trip Cancellation Insurance application brochure at the time of booking.

The responsibility for your European apartment rental lies exclusively with its property management company in Europe. Panache cannot be held liable or responsible for your apartment rental.

Security Deposit and Property Damage:

All owners require a security deposit against possible damage. The renter shall pay this security deposit, in most cases \$500.00 – \$1,000.00 to Panache along with the final payment. The security deposit is not cashed nor is it sent on to the owner, but is kept here in our Cohasset, MA office and (assuming there are no damages or extra cleaning or telephone charges) will be returned to you within two – four weeks after you vacate the property.

Given the value of these properties, the security deposit is intended to pay only for small damages and repairs. You should bear in mind, however, that you are ultimately responsible for all damages to the property caused by you or other members of your party, even those not covered by the security deposit.

In order to avoid subsequent disagreements over the condition of the property upon your departure, the property owner or caretaker may check the property before your departure. It will be the responsibility of the owner of the property to document any damage caused by you, and to produce invoices detailing the costs for repair.

The property owner or caretaker will also have checked out the condition of the property before your rental commences. It is your responsibility to notify the owner or caretaker immediately if you notice

anything amiss upon arrival. We suggest that you discuss this with the owner and conduct a joint inspection when he or she shows you around the property upon your arrival.

Panache cannot take responsibility for any complaints or problems notified after the end of your stay. Please get in touch with our European representative immediately if you have a problem. They will use their best endeavors to put things right as soon as possible. Panache cannot be held responsible for any loss or inconvenience resulting from technical problems with the property, its equipment or facilities.

Client's Responsibilities:

Renters should be aware that Europe is not like the United States, in that the legal system does not require the owner of the property to be responsible for accidents that occur to the occupants. Panache requires renters to have personal liability insurance. Renters should also recognize that Panache does not conduct safety inspections of properties.

The client is responsible for the security of the property and its contents during the rental period. Baggage and personal effects are the client's risk. Neither the owner nor Panache has any responsibility for any personal accidents or damage to persons or their property while on the premises. By entering into a rental arrangement for the use of a property, the client accepts full responsibility for accidents, injuries or damages that may occur at the property to anyone in the rental party or their invitees during the period of the client's occupancy. No commercial activity or large parties are allowed to be conducted at the rental property.

Use of the Pool (when applicable):

Activity around or use of the pool is at the renter's risk. Neither the owner nor Panache has any responsibility with regard to any aspect of the pool or its use.

Number of Persons:

The number of people staying at the property during your rental cannot exceed the maximum number that

is clearly stated on the property description or the number you have stated on your Travel Booking Form. Any increase above the number you have stated on your Travel Booking Form, for any length of time during your rental, requires the specific permission of Panache. In addition, no subletting or assignment arrangements are permitted.

Arrival and Departure:

The properties are generally available for occupancy on the morning of your arrival. The properties in the French countryside are generally available between 4:00 – 5:00 PM on the day of your arrival. Guests must arrive at the rental property before 6:00 PM. Special exceptions can be made to this rule with prior approval. A late fee may be assessed for arrivals after 6:00 PM. Your specific travel arrangements will be communicated to the property caretaker or owners so they will know when to expect you. All properties must be left vacant by 10:00 AM on the day of your departure, in order to give the cleaning staff time to prepare the property for the next renters. Special exceptions can be made to this rule with prior approval.

Price Guarantee:

All prices are quoted in US Dollars. The prices quoted for each property will not change after a reservation has been made. This is an important consideration because you will not have to concern yourself with fluctuations in the strength of the dollar against the European currencies.

Utilities and Linens:

The type of telephone service varies from property to property. It is necessary to read the property description to know the type of telephone service provided. Most properties, but not all properties, have telephones.

For most properties, utilities are included in the rental price. In rare cases, utilities (gas & electricity) are in addition to the rental price. In cases where these charges are extra, this will be clearly stated in the property description.

Linens are included in the rental price. The property owners will provide all linens necessary for your stay, including bath and pool towels, dish towels, sheets and blankets.

Cleaning:

Even though “cleaning service after departure” is included in the rental rate, you are expected to leave things as you found them at the end of your stay. This includes returning any furniture that has been moved to its original place, putting all trash in the proper receptacles, leaving all dishes and cookware clean—in other words, leaving the property in a generally tidy condition. You will not be expected to do any dusting, vacuuming or cleaning of bathrooms.

If more than the customary amount of cleaning is required after your departure in order to return the property to a condition suitable for the arrival of the next renter, an hourly charge for that extra amount of cleaning will be deducted from your security deposit.

Property Change:

In the unlikely event that the property you have reserved becomes unavailable after you have paid your deposit and / or final payment, Panache will make every effort to secure and offer a comparable property as an alternative. If you find this unacceptable, Panache will refund in full any payments received from you and this will constitute full settlement.

Customer Acknowledgement & Acceptance Agreement:

I acknowledge receipt of a copy of this document and agree to be bound by the terms and conditions contained herein.

Tenant Signature: _____

Party Leader: _____

Date: _____

Please return to Panache this signed acknowledgement along with your deposit check.