
RENTAL AGREEMENT – Secondary Residence Only
Villa Anabel – 25 Gabriel Hanotaux, Roquebrune-Cap-Martin, France

Between the following Parties:

Landlord:

SPM 2020 SAS, 25 Gabriel Hanotaux, Roquebrune-Cap-Martin, France

Represented by: Katalin Esek – legal1@silverus.com

Tenant(s) ('Registered-Guests') – with joint and several liability:

As identified in the Booking Confirmation. The primary Tenant's name, address, identification, and contact details are as provided during the online booking process and confirmed in the Booking Confirmation. The complete guest list (full name and government-issued ID for each 'Registered-Guest') must be submitted to the Landlord no later than **72 hours before check-in** in accordance with Section V.

Booking Reference: As specified in the Booking Confirmation.

I. Scope of Agreement

This contract governs the short-term rental of **Villa Anabel** as a secondary residence only.

For the purposes of this Agreement, "**Booking Confirmation**" means the written confirmation (delivered by email) issued by the Landlord upon completion of the online booking process at luxuryvillamonaco.com, which sets out the Rental Period, Total Rent Fee, Security Deposit amount, Booking Reference, and primary Tenant identification details.

By completing the online booking process and accepting this Agreement via digital acknowledgement, both Parties confirm agreement with:

- This **Rental Agreement**,
- The applicable **General Terms and Conditions and House Rules (GTC)**,
- Any related **addenda**.

II. Rental Period

The rental period (check-in and check-out dates) are as specified in the **Booking Confirmation**.

Check-in: 16:00

Check-out: 10:00

Guests may enter the premises only at check-in time and must vacate by check-out time.

Late Check-Out Fees:

- 1st hour: €500
- 2nd hour: €2,000
- 3rd hour: €5,000
- 4th hour: €10,000

III. Rent Fee

Total Rent Fee: As specified in the Booking Confirmation.

Payment Terms: Full payment must be received **within 1 working day** of the Booking Confirmation. Failure to pay within **3 days** voids the agreement. No check-in will be permitted without full cleared payment. **No refunds** apply in the case of partial or full cancellation for any reason.

IV. Security Deposit

Amount: As specified in the Booking Confirmation.

Must be **fully paid and cleared** before check-in via bank transfer, cash, or credit card (5% surcharge applies to credit card payments). Failure to comply results in denied access and contract termination, with **no refund** of any pre-paid amounts.

Security deposit refund timeline:

Refundable within **30 days** of check-out, minus:

- Damages, fines, penalties,
- Utility overages,
- Late check-out fees,
- Extra cleaning, or unpaid fees,
- Third-party liability costs

caused by any 'Registered-Guest', 'Visitor', 'Visitor-Service-Person', or 'Unauthorized-Guest'.

V. 'Registered-Guest' Policy

Only individuals listed and identified prior to check-in may stay at the property as 'Registered-Guest'. The complete guest list (full name and government-issued ID for each guest) must be submitted to the Landlord no later than **72 hours before check-in**.

Maximum **12 persons can be registered as 'Registered-Guest'**, including adults and children. No one else may enter unless covered by a valid 'Visitor-Pass' under GTC rules.

VI. 'Visitor-Pass' for Visitors

Entry is allowed **only** with a valid '**Visitor-Pass**' per GTC. Exceeding the 'Visitor-Pass' limitations results in '**Unauthorized-Person**' classification, with related penalties. The 'Registered-Guests' assume **full legal and financial responsibility** for their visitors, employees, and service providers.

VII. 'Visitor-Service-Provider'

Any service provider of 'Registered-Guest', such as chef, driver, cleaner, masseuse, guard, event planner, assistant, concierge, etc., is considered a '**Visitor-Service-Provider**'.

They may enter **only with prior written approval** by the Landlord, and only if covered by the **‘Visitor-Pass’ entry requirement**. To apply for approval, a government-issued ID of **each person** (not just company credentials) must be submitted. The Landlord may deny approval **without justification**. Unauthorized service providers will be treated as ‘Unauthorized-Person’.

Every ‘Visitor-Service-Provider’ counts toward ‘Visitor-Pass’ person limits and must respect all GTC rules. ‘Registered-Guests’ are responsible for their conduct.

VIII. ‘Unauthorized-Person’

An **‘Unauthorized-Person’** is any person who is **not** categorized under this agreement as a:

- ‘Registered-Guest’
- ‘Visitor’
- ‘Visitor-Service-Provider’
- ‘Delivery-Person’

This includes short or long presence, anywhere on the property (house, garden, parking).

CCTV records or photos are accepted as proof.

Penalties:

- **€5,000 fine** per person, per occasion
- **Immediate termination (ITERM)** of the Rental Agreement, without refund

IX. ‘Delivery-Person’

A delivery person may **only enter the parking area**. If they cross into the stairs, they are treated as an ‘Unauthorized Person’.

X. Pet Policy

No pets are allowed under any circumstances.

Violation may result in **Immediate Termination (ITERM)** and a **€10,000 ‘Pet-Penalty’**.

XI. Inventory and Condition

No official inventory report is provided. The property is accepted **as-is**.

The Registered Guest must report damages or issues **within 2 hours** of check-in via email (sales1@silverus.com) using video/photo evidence (WeTransfer acceptable); otherwise the condition and inventory are accepted as per the Landlord’s file.

XII. Immediate Termination

Violations of the Rental Agreement, GTC, or any addenda may result in **immediate termination (ITERM) of this contract**.

Notice may be given via: WhatsApp, email, or written notice on the villa door.

If terminated, all persons must vacate **within 1 hour**. After 1 hour, the Landlord's personnel may enter, remove belongings, and secure the property.

All pre-paid amounts are forfeited as a termination fee.

XIII. Property Access, Parking, and Deliveries

- On-site staff reside at the property and may enter anywhere as needed.
- Staff areas (ground floor of the lower building, storage rooms, laundry, wine vault) are **restricted – only Landlord and Landlord's personnel may enter**.
- Guests may use the dedicated laundry room next to the main kitchen.
- A scooter is stationed in the parking area – **access must remain clear at all times**.
- Maximum **2 cars** allowed for guest parking.
- Landlord-appointed third-party service providers (gardeners, electricians, cleaners, etc.) may access the property (including the buildings) without prior notice.
- The GTC must be respected at all times.

XIV. Communication

All communication with the Landlord must be via WhatsApp: **+33 631 175 458**, during regular working days and hours: **09:00 to 18:00 (Mon–Fri)**.

XV. Online Acceptance and Legal Validity

This Agreement is concluded and becomes legally binding upon the Tenant's:

- (a) completion of the online booking form at luxuryvillamonaco.com;
- (b) digital acceptance of this Agreement (via checkbox acknowledgement) during the booking process; and
- (c) receipt of the Booking Confirmation by email.

The Tenant's digital acceptance constitutes a valid and binding agreement under French law (Loi n° 2000-230 du 13 mars 2000 on the adaptation of law of evidence to information technologies and electronic signatures) and EU Regulation No. 910/2014 (eIDAS Regulation), and carries the same legal weight as a handwritten signature.

This Agreement is governed by **French law**. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of **Nice, France**.

Landlord: SPM 2020 SAS (pre-authorised)

Tenant: Digitally accepted via online booking at luxuryvillamonaco.com on the date of the Booking Confirmation.