

# Rental agreement sample for furnished housing - France

This rental agreement has been created to the best of our abilities in alignment with French Law to facilitate a clear and transparent rental agreement between landlords and tenants.

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## How to use this template

Sections requiring input are clearly marked with brackets, like the following example:

Phone: [Tenant's phone number]

Replace the text in brackets with the appropriate information. Ensure all fields are accurately completed before finalizing the agreement.

Remove or revise any clause that does not apply to the specific rental situation to streamline the agreement.

## Optional Clauses

Some clauses are included for flexibility and may not apply to all agreements. These optional clauses are labeled as [Optional].

If the clause does not apply: Remove it entirely to ensure the contract remains clear and unambiguous.

Example Clause 3.3 [Optional] Rent Adjustment Clause

The rent will be updated annually on [date], based on the variation in the Consumer Price Index (CPI) or another mutually agreed formula.

## **Disclaimer**

This document is a general template for a furnished rental agreement, created in accordance with applicable French law, including Law No. 89-462 of July 6, 1989. However, it must be reviewed and customized to meet the specific legislation and requirements of the rental property and the Parties involved.

The user acknowledges that compliance with all local regulations, including those governing rent caps in regulated areas (zones tendues), is the sole responsibility of the Parties. It is highly recommended that the Parties seek the counsel of a qualified French attorney to confirm the validity and enforceability of this agreement.

The Landlord must also ensure that all mandatory annexes required under French law are provided to the Tenant at the time of signing. Missing or incomplete annexes may affect the agreement's enforceability. The Parties agree to make any necessary modifications promptly if deficiencies are identified.

By using this template, the user accepts all risks associated with its use, and [Template Provider] shall not be held liable for any legal or financial consequences arising from non-compliance.

## **Important Note**

Only the French version of this rental agreement is legally binding. The English version is provided for informational purposes only.

# LEASE OR CO-LEASE AGREEMENT FOR FURNISHED HOUSING

(Subject to Title I bis of the Law of July 6, 1989)

**Scope of the Standard agreement:** This agreement applies to leases and co-leases of furnished housing that serve as the tenant's primary residence, except for co-leases with multiple individual agreements and housing managed by social housing organizations.

## PARTIES

This Agreement is entered into between:

Landlord:

- Full Name / Business Name: [Landlord's name]
- Address: [Landlord's address]
- Landlord's Status: [Individual or legal entity]
- Email Address: [Landlord's email]

Landlord's Representative (if applicable):

- Name or Company Name: [representative's name]
- Address: [representative's address]
- Professional License / Guarantor: [license number and issuing authority]

Tenant(s):

- Full Name: [tenant's name]
- Email Address: [tenant's email]

The Landlord and the Tenant are collectively referred to as the "Parties".

## 1. PURPOSE OF THE AGREEMENT

### 1.1 Details of the Property

- Property Address: [property address, building, floor, door, etc.]
- Property Tax ID: [tax identification number]
- Type of Housing: [collective or individual building]
- Legal Status of the Building: [single ownership or co-ownership]
- Construction Period: [before 1949 / 1949 to 1974 / 1975 to 1989 / 1989 to 2005 / since 2005]
- Usable Floor Area: [area in square meters]
- Number of Main Rooms: [number of rooms]
- Additional Spaces and Equipment (if applicable): [attic, terrace, balcony, etc.]
- Heating System: [individual or collective]
- Hot Water Production: [individual or collective]

1.2 Purpose: The Tenant agrees to use the Property exclusively as their primary residence. Subletting, modifications, or professional use are prohibited without prior written consent from the Landlord.

1.2.1 [Optional] Compliance with Building Rules: If the Property is part of a co-owned building (copropriété), the Tenant agrees to comply with the rules of the co-ownership (règlement de copropriété) and to maintain peaceful coexistence with other residents. These rules are attached to this agreement as an annex (if provided).

### 1.3 Private Facilities and Equipment

[Example: basement, parking space, garage]

The tenant agrees to maintain all furnished items provided in the leased property in good condition, barring normal wear and tear. Any damage, loss, or destruction of these items caused by the tenant shall be repaired or replaced at the tenant's expense.

### 1.4 Solidarity clause (for shared accommodation or multiple tenants)

If several individuals are tenants under this rental agreement (e.g., spouses, partners in a common-law relationship, or roommates in a shared apartment), they are jointly and severally liable for all obligations arising from this rental agreement, including but not limited to the payment of rent, utilities, and any other charges or responsibilities. Each tenant is fully responsible for the entire amount due, regardless of whether any co-tenant fails to meet their obligations. In the event of a default by one or more tenants, the remaining tenants shall be required to fulfill the unpaid obligations in full, and they may seek reimbursement from the defaulting tenant(s) if desired. This joint and several liability applies throughout the duration of the lease and remains in effect even if there are changes in the tenant composition.

## 2. DURATION

2.1 Effective Date: [effective date]

2.2 Term: The lease is granted for a minimum duration of:

- a. Option 1: one (1) year (for standard leases)
- b. Option 2: Nine (9) months (for students)

If neither party gives written notice at least three (3) months prior to the lease's expiration, the lease will automatically renew under the same terms.

## 3. RENT

3.1 Monthly Rent: The rent is set at [amount in Euros] (€) per month, payable no later than the [specific date, e.g., 5th day] of each month.

If the property is located in a regulated area (zone tendue), the rent amount complies with the applicable rent caps under French law (encadrement des loyers). The Landlord confirms that the rent is in accordance with these regulations, and if required, supporting documentation (e.g., Comparable Rent References) is attached as an annex.

3.2 Payment Method: Payments shall be made via [bank transfer/cash] to:

- Account Holder: [Landlord's name]
- Bank: [Bank Name]

- IBAN: [Account Number]

3.3 [Optional] Rent Adjustment Clause: The rent will be updated annually on [date], based on the variation in the Consumer Price Index (CPI) or another mutually agreed formula.

3.4 [Optional] Inclusion of Utilities/Services:

The monthly rent includes the cost of the following utilities/services:

- [Specify: water, electricity, internet, etc.]  
If selected, these services are managed and paid directly by the Landlord.

3.5 In the event of non-payment of rent within the specified period as mentioned under 3.1, and after the landlord has issued a formal notice of default, this lease shall be automatically terminated by operation of law without the need for any further legal proceedings. The tenant shall be required to vacate the premises immediately, and the landlord shall have the right to claim damages and any unpaid rent.

## **4. SECURITY DEPOSIT**

4.1 Amount: [Deposit Amount, Maximum of Two Months' Rent] €

The deposit will be refunded within one (1) month after the lease's termination, provided no damages are recorded beyond normal wear and tear.

4.2 Deductions: Any deductions will be justified with an itemized list and supporting documentation.

## **5. INSURANCE OBLIGATIONS**

5.1 Tenant's Insurance: The Tenant agrees to obtain liability insurance covering damage to third parties and provide proof of this policy within [number] days of signing this agreement.

5.2 Landlord's Insurance: The Landlord confirms they maintain insurance covering structural risks and general property damage.

## **6. UTILITIES AND CHARGES**

6.1 Tenant's Responsibility: The Tenant shall pay for individually metered utilities (electricity, water, gas, internet, etc.).

6.2 Landlord's Responsibility: The Landlord shall cover property taxes and homeowners' association fees unless otherwise agreed.

## **7. DELIVERY OF THE PROPERTY**

7.1 Condition: The Property shall be delivered in a clean, habitable condition with all agreed furnishings in place.

7.2 Inventory of Fixtures: A detailed Inventory of Fixtures and Furnishings shall be prepared at check-in, signed by both Parties, and attached as an appendix.

## **8. LANDLORD'S ACCESS RIGHTS**

8.1 General Principles: The Landlord, or a person authorized by the Landlord, may access the Property only under the following circumstances:

- a. Emergencies: Immediate access is permitted without prior notice in cases of emergencies (e.g., fire, flooding, or other urgent repairs).
- b. Repairs and Maintenance: Access is allowed to perform necessary repairs, maintenance, or inspections, with at least forty-eight (48) hours' prior written notice to the Tenant.

8.2 Scheduled Visits:

- a. Selling or Renting the Property: Showing the property to potential buyers or tenants within the last three (3) months of the lease. Visits shall be limited to reasonable hours and no more than one hour per week.
- b. Inspection: Routine inspections to ensure the Property is being maintained in accordance with the lease terms, with prior notice.

8.3 Respect for Tenant's Privacy: The Landlord agrees to respect the Tenant's right to privacy and minimize disruptions.

8.4 Written Notice Requirement: Except in emergencies, the Landlord must provide written notice at least three (3) days in advance, specifying the purpose, date, and time of access.

8.5 Tenant Cooperation: The Tenant agrees to cooperate with reasonable requests for access but may refuse entry if the Landlord fails to meet the notification requirements outlined in this clause.

## **9. MAINTENANCE AND REPAIRS**

9.1 Landlord's Responsibility: The Landlord is responsible for structural and major repairs necessary to maintain the Property in habitable condition.

9.2 Tenant's Responsibility: The Tenant is responsible for:

- a. Routine Maintenance and Minor Repairs:  
Tasks such as replacing light bulbs, maintaining heating systems, unclogging drains, cleaning filters, and other minor upkeep are the responsibility of the Tenant. The Tenant must also regularly clean and maintain the premises to ensure it remains in good condition.
- b. Notifying the Landlord of Damage: The Tenant must promptly notify the Landlord of any damage, defects, or maintenance issues within forty-eight (48) hours of discovery to prevent further deterioration.
- c. Repairs Due to Negligence: Any damage caused by the Tenant's negligence, misuse, or that of their guests must be repaired at the Tenant's expense.
- d. Use of Services and Fixtures: The Tenant must use electrical, plumbing, and other fixtures responsibly and ensure their proper functioning during the lease period.

## **10. MODIFICATIONS TO THE PROPERTY**

10.1 Prohibition of Unauthorized Modifications: The Tenant shall not make modifications, renovations, or installations without prior written consent from the Landlord.

10.2 Restoration Obligation: Unauthorized modifications must be restored to the original condition at the Tenant's expense.

## **11. EARLY TERMINATION**

### **11.1 Termination by the Tenant:**

- a. The Tenant may terminate the lease at any time by providing one (1) month's written notice to the Landlord.
- b. The notice period begins from the date the Landlord receives the written notice, provided it is sent via one of the approved methods listed in Clause 11.3.
- c. The Tenant remains responsible for paying rent and charges during the notice period unless a new tenant takes over the lease earlier with the Landlord's agreement.

### **11.2 Termination by the Landlord:**

- a. The Landlord may terminate the lease only at the end of the lease term by providing three (3) months' written notice to the Tenant.
- b. Termination is permitted under the following conditions:
  - Personal Use: The Landlord or their immediate family (spouse, child, or parent) intends to occupy the property as their primary residence.
  - Non-Renewal of Lease: The Landlord does not wish to renew the lease due to a legitimate reason, such as the planned sale of the property.
  - Serious Breach by the Tenant: Non-payment of rent, significant damage to the property, or repeated violations of the lease terms.
- c. The Landlord must clearly justify their reason for termination in the written notice. Failure to comply with the notice requirements will render the termination invalid.

### **11.3 Notice Requirements:**

- a. For the Tenant: The Tenant's notice must be sent via one of the following approved methods:
  - Registered Mail with Acknowledgment of Receipt (lettre recommandée avec accusé de réception).
  - Delivery in person with written confirmation of receipt signed by the Landlord.
  - Via a court bailiff (huissier de justice).
- b. For the Landlord: The Landlord's notice must be sent via one of the following approved methods:
  - Registered Mail with Acknowledgment of Receipt.
  - Notification delivered by a court bailiff (huissier de justice).

## **12. RETURN OF THE PROPERTY**

12.1 The Property must be returned in the same condition as at the start of the lease, excluding normal wear and tear.

12.2 All keys and access devices must be returned upon termination.

## **13. NOTIFICATIONS/CHANGES**

13.1 All communications must be made in writing and sent to the contact information provided in the agreement.

13.2 Changes to contact information must be communicated promptly by either Party.

## **14. DATA PROTECTION (GDPR COMPLIANCE)**

14.1 Compliance with GDPR: The Landlord agrees to manage all personal data provided by the Tenant in compliance with the General Data Protection Regulation (GDPR) and applicable French data protection laws, including the Loi Informatique et Libertés.

14.2 Purpose of Data Use: Personal data will be used exclusively for purposes related to this lease agreement, including but not limited to:

- a. Lease management.
- b. Communication between the Parties.
- c. Compliance with legal obligations.

14.3 Tenant's Rights: The Tenant has the right to:

- a. Access their personal data.
- b. Request corrections or updates.
- c. Request deletion of their personal data, provided it is no longer needed for legal or contractual purposes.

To exercise these rights, the Tenant may contact the Landlord in writing at [Landlord's contact information].

14.4 Data Breach Notification: In the event of a data breach involving the Tenant's personal information, the Landlord agrees to notify the Tenant within seventy-two (72) hours of discovering the breach.

## **15. FORCE MAJEURE**

15.1 None of the Parties shall be held liable for delays or failure to fulfill their obligations under this agreement if such delays or failures result from events beyond their reasonable control, including but not limited to natural disasters, pandemics, acts of government authorities, or any other force majeure event as defined by French law.

15.2 The affected Party must notify the other Party within five (5) business days from the occurrence of the event. The Parties agree to act in good faith to renegotiate the terms of this agreement or suspend its performance until the event no longer hinders its execution.

## **16. GOVERNING LAW AND ELECTRONIC SIGNATURE**

16.1 Governing Law: This lease agreement is governed by French law, particularly the provisions of Law No. 89-462 of July 6, 1989, and subsidiary regulations.

16.2 Electronic Signature: The Parties agree that this agreement may be signed electronically, using a recognized digital signature platform such as DocuSign or an equivalent. Such



electronic signatures shall have the same legal value as handwritten signatures, in accordance with French law and the EU eIDAS Regulation.

Each Party shall retain a signed copy of this agreement, in digital or paper format, for reference and legal proof purposes.

## SIGNATURES

Signed at [place], on [date].

Landlord's Signature: [landlord's signature]

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Tenant's Signature: [tenant's signature]

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## ANNEXES

1. Building Regulations (*if applicable*):  
Includes rules of the co-ownership (règlement de copropriété) if the property is part of a co-owned building.
2. Technical Diagnostic File (Dossier de Diagnostic Technique - DDT):
  - Energy Performance Certificate (EPC).
  - Lead Exposure Risk Report: Required for properties built before 1949.
  - Electrical and Gas Installation Report: Required if the installations are more than 15 years old.
  - Report on Natural and Technological Risks (ERNMT/ESRIS): Mandatory for properties located in areas designated as at risk for natural disasters, industrial accidents, or other hazards.
3. Information Notice on Rights and Obligations (*mandatory for furnished rentals*).
4. Inventory of Fixtures and Furniture List (*mandatory for furnished rentals*).
5. Prior Authorization for Rental (*if applicable*):  
Required in areas where local laws mandate authorization for rental properties.
6. Comparable Rent References (*if required*):  
To demonstrate compliance with rent caps in regulated areas (zones tendues).

### [Annexes Compliance]

The Landlord agrees to provide the Tenant with all mandatory annexes required under French law at the time of signing this agreement. These include but are not limited to:

- Energy Performance Certificate (EPC).
- Lead Exposure Risk Report (for properties built before 1949).
- Electrical and Gas Installation Report (if installations are over 15 years old).
- Natural and Technological Risks Report (ERNMT/ESRIS) if the property is in a designated risk area.
- Information Notice on Tenant Rights and Obligations for furnished rentals.
- Inventory of Fixtures and Furnishings.

The Parties acknowledge that the absence of required annexes may affect the enforceability of this agreement. The Landlord further agrees to remedy any omission upon notice from the Tenant.]