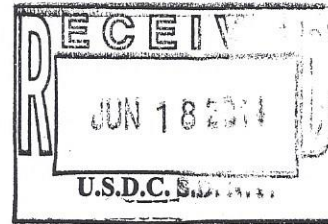


MAG. JUDGE ELLIS

14 CV 4411

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK



X .....X

*Claude Galland; Violaine Galland; Paristudios.*

*Plaintiffs*

**COMPLAINT**

**VS**

Jury Trial Requested

*James Johnston; Judith Johnston; Stephen Bowden; Terri Bowden.*

*Defendants*

X .....X

**I. Parties in this complaint:**

**Plaintiffs:**

Claude and Violaine Galland 166 West 75<sup>th</sup> Street, suite 1208 Manhattan, NY NY 10023.

Paristudios 166 West 75th Street, suite 1214 Manhattan, NY NY 10023.

**Defendants:**

James and Judith Johnston 1025 Pinecrest Terrace Ashland, Oregon OR 97520

Stephen and Teresa Bowden- 3632 Longview Lane Mobile, Alabama AL 36608

**II. Basis for Jurisdiction:**

A. The basis for federal court jurisdiction is Diversity of state Citizenship

B. Plaintiffs' state of citizenship: New York.

C. Defendants Johnston and Bownden states are Oregon and Alabama, respectively.

**III. Statement of claim:**

1. The center gravity of this case is a breach of contract by the defendants, which has been aggravated by defamations to character and business reputation.
2. We respectfully seek the jurisdiction of the New York Federal Court on the grounds of citizen's state diversity. Defendants reside in Oregon and Alabama respectively. We reside on the Upper West Side in New York City. The entire history of the transactions with the defendants originated from New York. Our business is maintained in New York, all correspondence from the defendants landed in New York, all telephone calls from the defendants were made to New York, all defendants' emails were sent to our email address based in New York, the signed contracts were physically mailed to New York, the rental checks were physically posted to New York and all checks were cashed in a New York city bank. The Plaintiffs signed the contract in New York City.

3. And it is notable that the defendants *signed and agreed* to our forum clause, that if there were a breach of contract all parties agreed the litigation will be in New York.
4. We have rental agreements. (Attached).
5. The *Sin qua non* conditions in this agreement was timely "*notification*" of any arising issues; and the agreement that defendants "*could not use blogs or websites for complaints*".
6. Defendants agreed and signed-in-ink the rental agreement to stay under our roof for a week in Paris.
7. The defendants stayed an entire long week with no complaints.
8. But subsequently the defendants breached our agreement and published *belated* complaints on websites.

#### **IV. Argument:**

9. In our 17 years of providing accommodations in Paris, this is the first time we sue our tenants.
10. Notification. Anything unforeseen could happen in Paris- Our caretaker could have a medical emergency, the City a shortage of electrical, water leak or Internet wifi disruption, ect....owners must be notified and given an opportunity to address the issues within 48hrs. To facilitate notification we provide every channel of communication - access to our personal cell numbers, the cells of our two caretakers in Paris, business email and the emails of our two caretakers and our fax number. Our assistant in New York is on duty 8 hours a day and our two caretakers in Paris are

available on call 12 hours a day. All communication calls from our apartment in Paris to the USA are free.

11. Clear evidence of open communication lies in the defendant's communication on their last day, they called *and* emailed us for advice about transportation to the airport and we responded immediately. Yet, there were never any mention of any issue big or small, up to the last minute.
12. An absence of even a whisper of dissatisfaction during their week-long stay is fatal to the credibility of their belated public statements of "*misrepresentation*"; "*noise*"; "*inhabitability*"; "*dangerous condition*" and "*deception*". They are untimely, disingenuous and an after-thought for ulterior motives.
13. Moreover, should the dangers recited above were true, the reasonable person will upon arrival decline a "misrepresented" accommodation, ask for a full refund and abandon ship. The defendants had the option, after allowing owners to address the issue, to abandon ship.
14. GENERAL CONDITION stated:  
*"Under no circumstances he or she will abandon the premise before sharing a concern with both the caretakers and owners orally and in writing and allow 48hrs to address and cure the issues."*

There is more.



15. Our *sin qua non* house rule stipulated that even if, *arguendo*, the four-horses-of-the-apocalypse emerged from doom: "The *tenants agree not to use blogs or website for complaints, anonymously or not.* "
16. Period.
17. The defendants stayed one long week in silence then dishonored their own signatures and published online toxic reviews back-to-back.
18. These reviews were replete with false statements; false assumptions, and half-truths with no other reason but to harm and blackmail the owner for a full refund.
19. The wordings of the title of the review by defendants Stephen and Theresa Bowden were carefully crafted to maximize damage. They did nothing more than re-state what we have honestly mentioned in our ads but conspicuously leaving half of the truth out to damage us. In the review's title the word "noise" if and when true, was pointless, we stated that the apartment gave to a lively street full of tourists and is precisely why is safe: there is safety in numbers. (Crime against tourists and housebreaking in Paris is a major issue but in our 17 years in business not once in this location and the public should know the **benefits** of a lively street). Noisy yet safe is what we stated in the advertisement. A stand alone "Noisy" is reckless and deprive the reader of the review about the safety in numbers afforded in this location and the security cameras provided by the city of Paris to protect the sites and the large amount of tourists. Any reasonable observer will agree that an intentional pointless repetition of half of the advertisement without re-stating the other half, is reckless and pointless except to willfully incur harm. The issue of space is also just re-stating

of what we clearly advertise (20m2) , and the defendants admit the space is average in Paris making the re-iteration of "small" pointless. But to volunteer to conclude it can only fit 2, when we advertise could fit 3 means we are deceiving the public. This is a false accusation. For 7 years, most of our guests who had raved about the apartment and volunteered to write 4 and 5 star reviews were in fact a party of 3, and they will be appearing as witnesses to contradict the disingenuous damaging statements of the defendants.

20. In addition to accuse us of deception with "mirrors" and clever photography is outrageous when the photographs depict an image *and* its mirror image. The accusation of deception is false.
21. Moreover the defendants refer to a site "Dam" which is false. There are no sites known by the name of "Dam" in Paris or anywhere in the World. It is false and, *inter alia*, a vulgar word sounding as "damn" with obvious negative connotation.
22. Likewise defendants Judith and James Johnston review are replete with malice.
23. Defendants Johnston claim misrepresentation based on published photos of the premise's stairs, but we never had any photograph of the stairs. Ever.
24. The stairs is a public space owned by *all* the owners of the building not only by us.
25. The defendants with malice invented the existence of these photos to defame our character with misrepresentation, on our website page.
26. Defendants Judith and James Johnston also arrogantly stated, that all previous reviewers who wrote 4 or 5 stars reviews since 2007 "*are in no way true*", and after

analysis of their syntax conclude that they are all *"too wordy"* and *"written by the owner"*.

27. The outrageous and reckless public statements that the owner *"wrote the reviews"* lead the casual reader to believe all our seven years of being reviewed are a fraud. These false public statements are defamation to our character and the business a sham, stated on the same page where we advertise our property to maximize damage. This represents a text book example of indefinite long lasting damage. When we received last week two positive reviews by guests who reserved long ago thus not yet privy of the defendant's statements, they will be also put into question as written by owner and all our past, present and future 4 and 5 stars reviews will be assumed *"written by the owner"*, indefinitely damaging us.
28. It is laughable that the defendants are self-proclaimed-experts in English syntax which allows them to so cleverly perceive the owner's deception, but on the other hand fail to deconstruct the syntax of a plain sentence written in plain English: *"The tenants agree not to use blogs or website for complaints, anonymously or not."*
29. It is also laughable that the defendants are self-proclaimed-fire-hazards-experts and scream of *"inhabitable dangerous"* conditions when their action in Paris tells the opposite story: they stayed for an entire week in this *"inhabitable dangerous"* fire hazard conditions without a whisper of a scintilla of a complaint, or insist to move elsewhere.
30. Moreover, a feedback questionnaire is left on the table. On the feedback document, nothing not a word of *"inhabitability"* or *"danger"* *"noise"* or *"smallness"* where left



behind to alert us, and take action when they left, nor of course where there any calls, texts, nor emails until we were surprised by the public reviews.

31. Should the defendants sincerely have had the public concern at heart; they would have complained to the New York Consumer Affairs. But even that they did not.

32. The Court will note that we are mindful of the defendants' right of free speech, which was limited only about complaints on websites and blogs.

33. We cannot control the malice of individuals who lead small lives in small towns, and feel important when they wallow in the new found public power of writing reviews to defame, destroy and tear businesses.

34. But we can mitigate the malice orchestrated by writing false and half-truths on the same page where we advertise because the damage is proximate to the business we have built for 17 years.

35. Finally it is noted that we are mindful of the Court's time and to avoid this instant litigation we offered the defendants a partial refund against withdrawing the reviews. We were laughed at, and threatened with diverse legal actions for a full refund.

#### In conclusion

Our house rules are a *sine qua non* condition to stay under my roof. Our conditions written in plain English were short and clear. Read and signed. The defendants are "self-appointed-experts" and "self-appointed-critics" who stayed in stealth under my roof for an entire week without sharing an iota of a problem. That silence robbed us from an opportunity to address the issues and is fatal to the credibility of the seriousness of such issues. Then they chose to



breach the agreement and publically defame us and our business on our internet page, as a weapon to attain their ulterior motive.

#### **V. Causes of actions.**

36. We accuse the defendants for the breach of fiduciary owed to us.

37. We accuse the defendants for breach of contract. (All the required elements of negligence, on the law, are met.)

38. We accuse the plaintiffs of intentional negligence with intent to harm.

39. We accuse the defendants of extortion.

40. And we accuse the plaintiffs of Defamation of character, business and reputation.

(All the required elements of libel, on the law, are met.)

#### **Wherefore:**

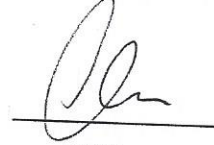
We seek an immediate order from the Court to withdraw the reviews to *mitigate* all current and future damages.

We also seek from every defendant all the damages and special damages permitted, on the law, for negligence, gross negligence and intentional negligence.

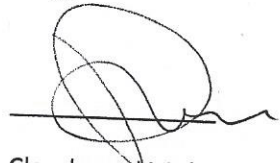
We also seek all the damages permitted, on the law, for defamation of character and defamation of business.

We will respectfully seek a court judgment for a lien on their property. And seek punitive damages with the discretion of the Court, for an amount deemed just and equitable by a Jury of our peers, but no less of one million dollars.

June /18/ 2014, swear the truth



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Claude and Violaine Galland  
166 West 75<sup>th</sup> NY NY 10023  
1(917) 770-1046

**St Severin Studio - VACATION RENTAL AGREEMENT**

**2013**

*James Johnston*

Between the undersigned parties:

Your Name: James M. & Judith Johnston Your Tel / Cell Numbers  
Jim 541-944-5618 (c)  
Judi 541-944-5068 (c)  
 Your Address: 1025 Pinecrest Terrace  
 City, Ashland State, Oregon Zip, 97520  
 Country: Ashland  
 Your E Mail johnstonjud@gmail.com or / and Check  
 Hereafter called "the tenant"

Mr. Mrs Claude and Violaine Galland www.paris-essentials.com 166 West 75th Street, apt 1214 New-York, NY 10023  
 Claude's Cell: (917) 770-1046 claudes@paristudios.com Violaine's Cell: (646) 266-8033 (see page 3)  
 Hereafter called "the landlord"

**PAID**  
 \$728 usd.  
 September 19th, 2013

It is agreed that: The landlord lets to the tenant, as a seasonal short term rental, the furnished premises described below. The studio apartment is located at 22, Rue St Severin, 75005 Paris on the 2nd Floor (French) and is fully furnished with appliances. It is exclusively reserved for our Guests, thus no one occupies it on a permanent basis. Please be considerate with furnishing and appliances. The tenant shall complete a short survey on departure day about the condition and cleanliness of the premises and agrees to leave the studio in the same condition, for the next guest to enjoy it. (See our T&C Rule of the House)

**2-Rental Duration**

The rental shall be effective from May 24 2013 at 2:00pm to May 28 2013 at 10:30 am  
 (no exception) for a period of 4 nights. Please advise estimated arrival time in Paris 2 am / pm and departure 9 am

**3-Rental Fees**

The short-term rent is settled at 133 euro per night totalling 532 € / \$ (Please circle one) for your stay.

**Airport Shuttle transportation** We offer courtesy airport shuttle service at discount rate of 22 € per passenger (one way)

\* from / to the airport. Add to my rental? YES / NO Total Passenger(s) 2 x 22 € = Total 44 € Please confirm:  
 Airline NO Flight # NO Arrival time NO and / or Departure time NO Airport: CDG / Orly  
 \* NO details yet

**Travel Insurance** We are licensed to offer AIG travel insurance to protect your vacation. Coverage up to \$500,000 for medical, delays and baggage lost. Please review T&Cs on our website. Add insurance? YES / NO.

Cost: 7% for my rental - \$ NO We will make our decision soon and contact you.

**Telecommunication Package** includes

TV with dozen of English and French channels, free WIFI internet access to your laptop (we will give you the codes in Paris) and free calls to FRANCE, USA, Canada, Australia and China to Landlines no call to cell phone please) The cost is 25 Eu for your entire stay. Add Telco Package ? YES NO

A credit card is required on file to process all bookings (even if you chose another payment method, see page 4)

We only accept VISA or MASTER CARD (please circle one)

Credit Card Number 4388 15400 12731 15562 Expiration Date 2 / 15

First Name: Judith Middle Initial E Last Name: Johnston

Billing Address: 1025 Pinecrest Terrace

City Ashland State/ Region Oregon

Zip 97520 Country U.S.

**3b- Method of Payment (Please check one)**

☒ Personal Check (US\$ or €) ☐ Credit Card (Visa or Master Card) ☐ Bank Wire (€) ☐ Paypal

Please note that for less than 2 weeks rental, FULL PAYMENT is due upon booking



# St Severin Studio - VACATION RENTAL AGREEMENT

2013

Total number of guests occupying the apartment: 1 (2) 3 (Please circle one)

Myself Name Judith Johnston Age 70  
 Guest 2 Name James Johnston Age 71 Relationship Spouse  
 Guest 3 Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

ARRIVAL: Check in is 2:00 pm (unless you have explicit permission to arrive earlier to drop your luggage.) With permission from the owners, you can arrive independently, open the lockbox, enter the studio and leave your luggage but not earlier than 11:00 am out of consideration for the previous guests. Please remember that our official arrival check-in time is 2:00pm. Clean Bed sheets and bed covers are left around 2:00pm and not before that time.

## 4 -General Conditions

- a) The tenant agrees that he/she shall occupy the premises personally and quietly.
- b) He or she shall not, for any reason, interfere with the gas, water or electrical supplies in the rented premises and is wholly responsible for any damages incurred to the studio. In some rare cases the owner forfeit the damage deposit but this does not mean the tenant will not be held financially responsible for the damages to the studio or furniture.
- c) He or she undertakes to have repaired any damage done to these installations by any possible misuse.
- d) To prevent fire No smoking and No candles are permitted.
- e) He or she shall not, under any circumstances, sublet all, or part of, the apartment. Under no circumstances he or she will abandon their studio before alerting the caretakers and owners orally and in writing and allowing 48hrs to curc concerns.
- f) This is a GREAT location for a small PRICE. We have been screened by major Travel Insurances and Rental Agencies and offer a full refund for full-catering but no refund for self-catering-budget. We have been 14 years in business accommodating guests from every corner of the World, please refer to your Travel Insurance for any refund other than as stated in paragraph 8.
- f) Forum clause: The landlord is not responsible for accidents or thefts or any type of occurrences in the building or on the premise. The tenants agree not to use blogs or website for complaints, anonymously or not. The tenant agrees that an arbitrator is the forum to resolve any issues raised in Paris and that forum be held in the Country of France. Breach of this contract other than any Act of God outside the control of the landlord, will be resolved in NY Federal Court.

**Safety memo:** Although Paris is the most visited city in the World, and this location is the safest in Paris, tenants must be diligent. Please remember that tourists are most vulnerable. Tenants will not open the lockbox when strangers are in proximity.

# Deposit waived by Violaine

## 5-Security deposit

The tenant upon his occupation of the premises shall pay a security deposit of \$800 dollars. This security deposit will be used as a guarantee for the landlord in the case of any damage caused to the premises during the rental period, or for the replacement of any contents found missing upon the departure of the tenant. The security deposit shall be returned to the tenant two days after departure, or upon inspection of the premise and receipt of the set of key(s). (Lost keys cost \$55.00 per set because we have to change the lock.)

## 6-TAX

The building 40eu in tax is not a cleaning fee, rather it to cover part of the Parisian "taxe foncière" for owners with more than one property and other building charges. You agree to leave the 40eu on the table with our questionnaires survey, for our caretakers to collect them.

## 7) Cleaning

In Paris, cleaning fees are 120eu (or \$160 dollars) for 2-3 hours. You do not pay this amount since you concurred with our "Rules of the House" and agreed to leave the studio as clean or cleaner than you found it. On your day of departure, please pull the sheets off the bed, wash the dishes, sweep the floor, empty the fridge and bring down the garbage. We count on you to leave the studio clean or cleaner for the next guests to enjoy it; otherwise we would charge your credit card. You will act like a native Parisian. If something breaks on your watch you are responsible for it without discussions.

## 8-Rental forfeit

Because it is difficult to find another guest to fit exactly in your time slot at the last minute, we require 8 weeks' notice on all cancellations for a 50% refund. In these uncertain times, please purchase a robust Travel Insurance.

## 9-Payment

For rental of 2 weeks or less, full payment is due upon booking and prior to arrival. Payment by check is preferred. Please make check payable to: Violaine Galland.



# St Severin Studio - VACATION RENTAL AGREEMENT

2013

## 10-Keys

For short stay rental (under 3 months) the apartments' keys will be locked in a lockbox. The tenants will receive code numbers and specifics instructions on how to open the lockbox 2 weeks prior departure via email. This lockbox system was implemented for your peace of mind and guarantees access to your studio at any time of the day or night!

## 9- Studio address

The address: 22 Rue St Severin , 2<sup>nd</sup> Floor, Paris 5<sup>th</sup> District - 75005 PARIS  
Security Buzzer: TO BE PROVIDED  
Lock Box: TO BE PROVIDED  
Tel in Studio: 01 46 33 48 09 or 01 56 24 12 23  
If calling from USA (011) Paris code 33 then dial 1 xx xx xx xx  
Metro: Metro ST MICHEL ( the most popular station in Paris)

## 10- Contact Information in Paris

Samy and Myra (our managers in Paris) 077.852.4619 or 062.122.3282  
Claude's cell +1 (917)770-1046 (from Paris dial 001(917)770-1046)  
Violaine's cell +1 (646)266-8033 New York

In case of medical emergency who do we contact back home (Please list 2)

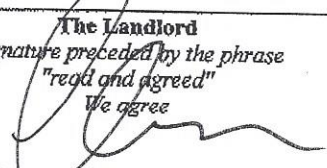
Name Susan Yates-Miller Relationship daughter Tel number 503-409-6116  
Name Lisa Johnston-Porter Relationship daughter Tel number 503-957-6891  
011 503 245-6309

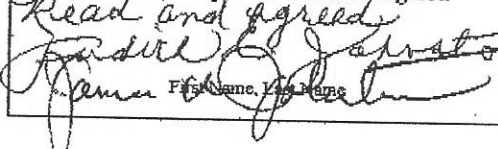
Written in the city of \_\_\_\_\_

on \_\_\_\_\_

2013

Lisa@KpdStabilityLaw.com

The Landlord  
Signature preceded by the phrase  
"read and agreed"  
We agree  
  
Claude and Violaine Galland  
Sept 19/2013

The Tenants  
Signature  
Preceded by the phrase "read and agreed"  
Read and agreed  
  
James First Name, Last Name

## Method of Payment

We are delighted that you are booking our studio apartment! Your booking will be confirmed upon receipt of payment. Due to high demand, we will secure this reservation for 72 hours until payment is made.

### 1. PERSONAL CHECK

to be mailed priority Am of Monday  
May 16, 2013

②      *Stephen Bowden*

**St Severin Studio - VACATION RENTAL AGREEMENT**

**2014**

Between the undersigned parties:

Name: Stephen Bowden Tel/cell 251.460.0452

Address: 3632 Longview Ln

City, State, Zip, Country: Mobile, Alabama 36608 USA

E Mail (two emails) sbowden1951@comcast.net and resa2k@comcast.net

*Hereafter called "the tenant"*

Claude and Violaine Galland 166 West 75th Street, apt 1214 New-York, NY 10023 Claude's Cell: (917) 770-1046  
claude@paristhios.com Violaine's Cell: (646) 266-8033 (see page 3)

*Hereafter called "the landlord"*



**PAID**

\$1,198 USD

Month 14th, 2014

*2 hours fine difference*  
*Chad*

It is agreed that: the landlord lets to the tenant, as a seasonal short term rental the studio apartment is located at **22, Rue St Severin, 75005 Paris** on the 2nd Floor (French) and is fully furnished with appliances. It is exclusively reserved for our Guests, thus no one occupies it on a permanent basis. Please be considerate with furnishing and appliances. The tenant shall complete a short survey about the condition and cleanliness so that we can improve and agrees to leave the studio in the same condition, for the next guest to enjoy it. (Read our Rules of the House)

**2-Rental Duration**

The rental shall be effective from May 17 2014 at 2:00pm to May 23 2014 at 10:30 am (no exception) for a period of 6 nights. Please advise estimated arrival time in Paris am / pm and departure am. Should you wish to drop your luggage earlier please you must advise us in writing.

**3-Rental Fees**

The short-term rent is settled at                      per night totalling 1198 € / \$ (Please circle one) for your stay.

**Airport Shuttle transportation** We offer courtesy airport shuttle service at discount rate of 25 € per passenger (one way) from / to the airport. Add to my rental? YES / NO Total Passenger(s)            x 25 € = Total            € Please confirm: Airline                      Flight #                      Arrival time                      and / or Departure time                      Airport: CDG

**Travel Insurance** We are in partnership with Travel Guard offering up to \$500,000 for medical assistance delays and losses. Please ask us for the link to get the discount.

**Telecommunication Package** includes TV with all English and French channels, free **WIFI internet** access to your laptop (we will give you the codes in Paris) and **free calls** to FRANCE, USA, Canada, Australia and China to Lan -lines no call to cell phone please) The cost is 25 Eu for your entire stay. Add Telco Package? YES

**A credit card is required on file to process all bookings** (even if you chose another payment method, see page 4)

We only accept **VISA** or **MASTER CARD** (please circle one)

Credit Card Number 4640 1820 5059 3577 /                      /                      Expiration Date 12 / 2014

First Name: Steve Middle Initial            Last Name: Bowden

Billing Address: 3632 Longview Ln

City Mobile State/ Region AL Zip 36608 Country USA



**3b- Method of Payment** (Please check one)

☒ Personal Check (USD\$ or €) ☐ Credit Card (Visa or Master Card) ☐ Bank Wire (€) ☐ Paypal

*Please note that for less than 2 weeks rental, **FULL PAYMENT is due upon booking***

*Total number of guests occupying the apartment: 1 2 3 (Please circle one)*

Myself Name steve bowden Age 62

Guest 2 Name Terri Bowden Age 59 Relationship wife

Guest 3 Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

**ARRIVAL: Check in is 2:00 pm** (unless you have explicit permission to arrive earlier to drop your luggage.) With permission from the owners, you can arrive independently, open the lockbox, enter the studio and leave your luggage but not earlier than 11:00 am out of consideration for the previous guests. Please remember that our official arrival check-in time is **2:00pm**. Clean Bed sheets and bed covers will be provided around 2:00pm and not before that time.

**4 -General Conditions**

a) The tenant agrees to occupy the premises quietly, will not interfere with the gas, water or electrical supplies, will not smoke or use fire hazards such as candles in the rented premises and be solely responsible for any damages incurred to the infrastructure. In some rare cases the owner forfeit the damage deposit paragraph 5 but tenant will still be held financially responsible for the damages to the studio or furniture.

b) He or she shall not, under any circumstances, sublet all, or part of, the apartment. Under no circumstances he or she will abandon the premise before sharing a concern with both the caretakers and owners orally and in writing and allow 48hrs to address and cure the issues. We care about you.

c) This is a GREAT (thus arguably the SAFEST location) at a small PRICE. We have been screened by major Travel Insurances and Rental Agencies and offer a full refund for full-catering but no refund for self-catering-budget. We have been 14 years in business accommodating guests from every corner of the World; please refer to your Travel Insurance for any refund other than as stated in paragraph 8.

d) Forum clause: The landlord will not be held responsible for accidents or thefts or any type of occurrences in the building or in the premise. The tenants agree not to use blogs or website for complaints, anonymously or not. The tenant agrees that an arbitrator is the forum to resolve any issues raised in Paris and that forum be held in the Country of France. Breach of this contract other than any Act of God outside the control of the landlord, will be resolved in NY Federal Court.

e) **Safety memo:** Although this location is **arguably the safest in Paris, thanks to the countless cameras that protect the sites**, tenants must be diligent. Unfortunately the World has changed and petty-crime is on the rise against tourists. Tenants will not open the lockbox when strangers are in proximity and please try to avoid subways, from your prime location walk everywhere along the river to all the sites.

**5-Security deposit**

The tenant upon his occupation of the premises shall pay a security deposit of \$800 dollars. This security deposit will be used as a guarantee for the landlord in the case of any damage caused to the premises during the rental period, or for the replacement of any contents found missing upon the departure of the tenant. (Lost keys cost 100 euros because we have to change the locks.)

**6-TAX**

The building 45eu in tax is not a cleaning fee, rather it to cover part of the Parisian "taxe foncière" for owners with more than one property and other building charges. **You agree to leave the 45eu on the table** with our questionnaires survey, for our caretakers to collect them.

**7) Cleaning**

In Paris, cleaning fees are 120eu (or \$160 dollars) for 2-3 hours. You do not pay this amount since you concurred with our "Rules of the House" and agreed to leave the studio as clean or cleaner than you found it. On your day of departure, please pull the sheets off the bed, wash the dishes, sweep the floor, empty the fridge and bring down the garbage. We count on you to leave the studio clean or cleaner for the next guests to enjoy it; otherwise we would charge your credit card. You will act like a native Parisian. If something breaks on your watch you are responsible for it without discussions, please.

**8-Rental forfeit**

Because it is difficult to find another guest to fit exactly in your time slot at the last minute, we require 8 weeks' notice on all cancellations for a 50% refund. In these uncertain times, please purchase a robust Travel Insurance for the collective peace of mind.

**9-Payment**

For rental of 2 weeks or less, **full payment is due upon booking and prior to arrival.** Payment by check is preferred. Please make check payable to: Violaine Galland.

**10-Keys**

For short stay rental (under 3 months) the apartments' keys will be locked in a lockbox. The tenants will receive code numbers and specifics instructions on how to open the lockbox 2 weeks prior departure via email. This lockbox system was implemented for your peace of mind and guarantees access to your studio at any time of the day or night!

**9- Studio address**

The address: **22 Rue St Severin , 2<sup>nd</sup> Floor, Paris 5<sup>th</sup> District - 75005 PARIS**  
 Security Buzzer: **TO BE PROVIDED**  
 Lock Box: **TO BE PROVIDED**  
 Tel in Studio: **01 46 33 48 09 or 01 56 24 12 23**  
**If calling from USA (011) Paris code 33 then dial 1 xx xx xx xx**  
 Metro: **Metro ST MICHEL ( the most popular station in Paris)**

**10- Contact Information in Paris**

Samy and Myra (our managers in Paris) **062.122.3282 077.852.4619 [k0\\_lin@yahoo.com](mailto:k0_lin@yahoo.com)**  
 Claude's cell **+1 (917)770-1046 (from Paris dial 001(917)770-1046)**  
 Violaine's cell **+1 (646)266-8033 New York**

**In case of medical emergency who do we contact back home (Please list 2)**

Name Laura Bowden Relationship daughter Tel number 214.708.5257  
 Name Matt Bowden Relationship son Tel number 251.591.5191

Written in the city of \_\_\_\_\_ Mobile \_\_\_\_\_ on \_\_\_\_\_ March 10, 2014

**The Landlord**  
 Signature preceded by the phrase  
 "read and agreed"  
 We agree

Claude and Violaine Galland

March 14/2014

**Signature**  
 Preceded by the phrase "read and agreed"



Stephen and Theresa Bowden

**The Tenants**