

This agreement is established according to the articles L. 311-4 and D311 and is entitled the Code for Social Action and Family (CSAF) and the articles L.351-2 and L.353-2 of the CCH (French Construction and Housing Code).

# RESIDENCE CONTRACT







# The current agreement is concluded between 1st party

Sainte Constance home and private foundation of recognized public utility, represented by the manager

#### AND

# 2nd party

For someone under 18, the legal representative: Address:

the person under 18 or over 18:

Name:

Surname:

Resident at Sainte Constance home, from the ......

The following is agreed:

# Article 1: SUBJECT

The subject of the current agreement is to contractually establish the relationships and duties, between the resident and Sainte Constance residence during the time of his/her "stay".

#### Article 2: DURATION and AGE

The agreement is concluded for a period going from two weeks to a month, automatically renewable, solely dependent on the resident's will; this lasts for a maximum occupancy term of three years. The right age to benefit from housing conditions is set at 16 years old, with the consent of the persons entitled to give parental authority over said minor and cannot last over the resident's 30th anniversary. If this is found not to be the case, a temporary and exceptional agreement can be met entirely to the presidency's decision.

#### Article 3 ADMISSION

Admitting a resident is subjected to above-mentioned age conditions, provided that the resources ceiling to be granted a social HLM housing (French social housing) is not exceeded; it is also subjected to a calculation of remaining living resources (allowing to bear the costs of the rental charge as well as his or her daily needs). Admission occurs after a personal interview, the creation of the administrative file, and the justification of a work status. Requests are considered by an Admission Committee each week.

A security deposit of  $384 \in$  for a bedroom of 12.5m2 (amount collected on the spot), as well as a guarantor (natural or legal person) are requested -possible loca-pass (help to be granted a housing): see our CESF (social and family finance counselor). You will be given back this amount a month after your departure at the latest, after having paid all fees and services that you are accountable for, and after having dealt with the survey of the property (cf. Annex 1, packages according to the kind of damages and costs of replacement).

After a favourable opinion, we proceed to your admission from Monday to Sunday from 11:00 am. (please avoid mealtimes).

To validate your booking, you are required to pay advance payments (155  $\leq$ ), collected on the spot, and deductible from your first rent. Should you cancel your reservation, the advance payment wouldn't be paid back.

You must come to the front desk upon arrival to the Home.

When admitted, the resident will give an up-to-date housing insurance certificate and insurance policy for civil responsibility.

# Article 4 Condition report-Property

A survey of the dwelling has already been done by the staff; upon arrival you are requested to control it, then sign it (and back to the reception clerk). When leaving (within maximum 2 days before departure) please make an appointment with the receptionist to give the survey of property exit in attendance of an employee.

You must let us know the effective damages upon entry (on the survey of property) so that you should not be invoiced at your departure.

The furniture set at the residents' disposal is placed under their responsibility; they shall have a normal use of it. In case of important damages, the Home Board would backfire on the resident (cf. Annex 1 package by type of damages and costs of replacement).

# <u>Article 5 Rental Charge (Rent + Fees)</u>

The first invoice must be paid on the day of entry. An invoice is established at each start of month and must be quickly paid. Any delayed payment of the rental charge (payment due before the 10<sup>th</sup> of every month) may lead to the cancellation of the sojourn agreement. Should you be absent, on an internship or else, remember to transfer us your schedule by email.

Should you have difficulties with payment, please contact the manager, before the monthly deadline, so that a financial assistance may be requested by the CESF (social and family finance counsellor) from institutions.

Every year, on January 1<sup>st</sup>, the rental charge is modified in accordance with ALLUR Law, throw-in indexation to the IRL (rent reference index) of the second quater.

Rental charge and meals are separable. However, should you choose a package including meals & breakfasts and not take them, the latter wouldn't be repaid, nor carried over to the following month.

People wishing to keep their room during summer holidays (minimal duration 1 month), will only pay the rent for the room.

Any payment (credit card, cheque, cash) is required to be delivered in person (reception clerk) and qualifies for an official receipt of payment, to keep safe as certificate of your payment.

Sainte Constance Residence houses the resident on the following chosen basis:

Tariffs of the Rental Charges from January 1, 2024

BASIS +	number of meals	breakfast	Tariff
half-board A + room	20		594 €
half-board B + room	25		630€
half-board C + room	30	everyday, including Sun- days and statutory holi- days	667 €
Full board (without WEEKEND)	45		774 €
Full board (with WEEKEND)	60		915 €

basis: room only with breakfast: 422 €

#### Article 6 Boarding

Each room provides a TV set, with DVD player. Concerning bedding: duvet, duvet cover, pillow, pillowcase, fitted sheet, and sheets are available. Every 15 days, your bedding will be changed by our team. You must put before 8:00 your dirty bedding in front of your door, on the day of change.

#### Article 7 MEALS

The restaurant is open only to people having bought a meal or a breakfast ticket/card. It is strictly forbidden to use the restaurant, outside the hours of opening.

It is forbidden to take up dishes or food served at the residence to your rooms. Any failure qualifies for a sanction.

Lunches and dinners are served at the restaurant. Before going there, you are requested to ask for your card at the reception desk. Meal cards are strictly personal. A meal includes 1 starter, 1 main course, 1 cheese, and 1 dessert. Drinks are not included. Should you wish a drink, you will have to ask for it beforehand at the reception (price for cold drink ticket:  $1.50 \in$ ). Meals are served on Sundays and statutory holidays but, you must register your booking beforehand at the reception clerk before Saturday noon.

<sup>&</sup>quot;naked" monthly payment 384 €

If, during the month, you have run out of meals, you can buy new tickets at the price per unit of 7.50 €.

# Proper attire is required inside the restaurant.

Wearing any type of hats is forbidden. Music is prohibited; the restaurant must remain a quiet space.

The day before -before 07:40 pm- or the same morning, you can book at the reception desk, take-away meals or a meal tray to eat when you are back. Any booked meal will be counted. The meal trays shall not be taken into the room.

For greater flexibility, Sainte Constance has set a system of picnic bags. You can book a sandwich the day before or come with your container before 07:40 pm and take it away for the day after. (Except on Sundays and statutory holidays)

#### OPENING HOURS OF THE RESTAURANT

	week (Mondays to Saturdays)	Saturday	Sunday and statutory holidays	
breakfast	6:00 to 9:00 am	6:00 to 10:00 am		
lunch	11:30 am to 1:15 pm		closed	
dinner	7:00 pm t	o 7:45 pm	closed	
kitchen	08.00 am to 23:00 pm			

The restaurant is closed on Sundays and statutory holidays; the residence sets at your disposal 3 kitchens providing an electric hob, an oven, and a microwave. However, it is up to you to take with you the necessary food to prepare your meals. It is open from 08 am to 23.00 pm. The kitchen is at your disposal under the full responsibility of the user, the latter is responsible for the damages caused inside. In case of accident, the residence opts out from any responsibility.

#### Article 8 OTHER SERVICES

A team, composed of the presidency, 2 Social and Family Care counsellors, a secretary-accountant, 3 reception clerks, 3 social workers, 3 watchmen, a qualified service technician, 2 collectivity technical and meal employees will lead you all along your sojourn.

#### Social Action of Education

To lead you in your daily-life procedures (administration, help to professional insertion, help with money...), Social and Family Care counsellors greet you every day from Monday to Saturday from 9:00 to 12:00 am and from 1:00 to 5:00 pm, and on Tuesdays, Wednesdays, Thursdays and Fridays up to 9:00 pm. You will be provided various organized activities and common actions by the entertainer all along the year.

### Parking Lot and Garage

The Home provides a private parking lot, and 2 open bicycle storage areas. In case of theft or damage, the Home cannot be considered for responsible. It is forbidden to park cars in front of the organization entry. To enter the parking lot and bicycle area, a key and card are lent on request by the receptionist. In case of loss, the organization will replace them and will charge you for it.

A 50  $\leq$  deposit (cheque) will be requested for the rent of a badge giving access to the parking lot (on request). In case of loss of the badge, the deposit will be cashed.

#### Others:

- \* laundry facilities (a washing machine and a laundry dryer): you just need to introduce the requested amount  $(3.50 \in \text{washing} 2 \in \text{drying})$ .
  - \* WIFI connection
  - \* a library into the playroom
  - \* board games/DVD
- \* non-compulsory provision of services for the cleaning of your room, bathroom and floor dusting is available on request, twice a month and is charged.
  - \* week rental: a washcloth and a terry towel, at the price of 6.50€.
- \* a 100-seat television room (open any time of the day); You just have to ask (and give back) the remote controls at the reception.
- \*a sport room including many devices is set at your disposal everyday up to 11:00 pm
  - \*a wooded park equipped with 3 barbecues and tables to eat is at your disposal Others Facilities:
  - \* beverage, candy, cake dispensers

# Article 9: COMMON ORGANIZED ACTIVITY CITIZENSHIP LIFE

Social and Family Care counsellors are there to listen to you, to advise you, to lead you, and to inform you on any daily-life subjects (job, health, dwelling, budget ...). They will also lead you towards external actors.

They arrange organized activities, day out, and evenings on various themes in partnership with Metz organizations. As a financial contribution, the Home reduces the cost to allow residents to take part in entertainment. Moreover, these outings encourage the gathering of residents. They are not compulsory.

According to the law of January 2, 2002, a community life council is introduced. The community life council is set inside the Home. It consists of (at least):

- voluntary residents
- board of directors
- 1 representative of the educational staff
- 1 president elected by residents for 3 years

Anyone -likely to bring studying and thinking elements- may be invited to work sessions from time to time, after the presidency's agreement.

The aim of the community life council (CLC) is to give its opinion and proposals about any subject concerning the operating of the organization, and most of all about:

- the indoor organization of the Home, its operating rules, sojourn agreement, welcome handbook
  - activities, socio-cultural organized activity
  - the assignment of the areas shared
  - the maintenance of private areas
  - The substantial changes concerning the contractual terms of care

The CLC is to be informed of any follow-up steps taken after its opinion and proposals. They meet at least four times a year.

#### Article 10: RESIDENT-DRIVEN LEAVE—CANCELLATION

- an 8 days' notice is requested to leave the room. (Form to send written post with acknowledgment of receipt or personally handing to the reception clerk.)

When you give your notice of departure, you must arrange an appointment with the reception clerk, for the exit property condition report. 105,00 euros will be charged for failure to notice.

- When you leave, your room is required to be free from 10:00 am. Cleaning your room is compulsory before your departure. If not, you will be charged, based on a rate of 50€. In on your registration form, you specified a departure date, this one will be considered. In this case no notice of departure will be asked, though the resident shall leave on the previously chosen date.

#### Article 11: RESIDENCE-DRIVEN LEAVE—CANCELLATION

The current agreement is voidable by Sainte Constance in its own right in case of the resident's failure to comply with his/her duties, and most of all with the provisions of operating rules or sojourn agreement.

Cancelling is then set after a written notification -giving a 1-month notice- to the resident. A personal interview with the manager or his/her representative is foreseen if needed.

In case of serious or reiterated failure to the operating rules, delinquencies of rental charge (unjustified), annulment is immediately prompted.

The items and personal belongings left after the resident's departure will be considered as abandoned and are thrown away or given. The residence is no furniture store and is not allowed to stock your stuff in your absence. In case of unjustified absence, and without any news of the resident for a duration exceeding two months, the sojourn agreement will be considered as void and as resident-driven cancellation.

#### Article 12: Individual goals

individual project:

#### Article 13: ELECTION of DWELLING

For any disputes concerning the execution of the current agreement, the place of jurisdiction chosen by both parties shall be set at Sainte Constance Home coming under the judicial authority of Metz Regional Court (Tribunal de Grande Instance).

Done in Metz, on / / For Sainte Constance residence, The resident, The board of directors, Signature preceded by the handwritten words "Read and approved"

Forfeit cost per type of damage and replacement cost at 16 rue Gabriel Pierné in 2024

DESIGNATION	TARIF TTC	MAIN D'OEUVRE	TOTAL TTC
Toilet cupboard	60 €	22,00€	82 €
sink	17 €	44,00 €	61€
WC	42 €	88,00 €	130 €
Toilet bowl	30€	22,00€	52,00 €
Shower cabin	694,00 €	308,00 €	1002 €
Toilet led	19€	11,00 €	30 €
Toilet paper dis-	8,00€	11,00 €	19,00 €
penser			
Towel rail	22,00€	11,00 €	33,00 €
Bed base 0.90/200	146€	11,00 €	157 €
Bed base 1.40/200	199€	11,00 €	210€
Wind chest 90/200	149€	11,00 €	160€
mattress 140/200	199.90	11.00	299.00€
Desk lamp	7€	11,00 €	18€
Bed side table	30€	11,00 €	41 €
Desk	70 €	22,00€	92 €
Led light tube	26€	22,00€	48 €
Chair	40 €	11,00 €	51€
Armchair	65 €		65€
TNT adapter	50€	11,00 €	61 €
Television	199,00 €	22,00€	221,00€
Vinyl flooring cham-	287€	308,00 €	595,00 €
bre 12.5m2			
Key of your bed-	20 €		20
room			

Complete cleaning of your bedroom 50 euros

These costs are susceptible to change during the year according to our supplies and Valeur du point conventionnel

Collected data will be processed by computer. In accordance with the "Database and Privacy" law, Number 78-17 of January 6, 1978, modified in 2004, you have the right to access and rectify your personal information; get in touch with the reception clerk.

<sup>&</sup>lt;sup>i</sup> Price during the year 2024