



# Sainte Constance

Résidence Jeunes



## CONTRACT OF STAY

This contract is established in accordance with articles L. 311-4 and D311 and following of the CASF and in accordance with articles L.351-2 and L.353-2 of the CCH.

16/18 rue Gabriel Pierné

57000 METZ

☎ 03.87.63.32.03

[www.residence-jeunes.fr](http://www.residence-jeunes.fr)

✉ [contact@residence-jeunes.fr](mailto:contact@residence-jeunes.fr)



[facebook.com/ResidenceJeunes](https://facebook.com/ResidenceJeunes)



## This contract is concluded between on the one hand

The Residence Jeunes Sainte Constance, a private foundation of public utility, represented by the Management  
**Et d'autre part**

For a minor the legal representative:

Address:

Youth:

**Last Name:**

**First Name:**

Resident of the Foyer Sainte Constance, as of .....

It was agreed as follows:

### Article 1: PURPOSE

The purpose of this contract is to establish the contractual relations and obligations between the resident (tenant) and the residence Sainte Constance (landlord) during this period of "lodging-stay". The accommodation cannot therefore be used for any commercial, liberal, industrial or craft activity in any capacity whatsoever on the premises made available. The head office of any company or association may only be in the accommodation temporarily in accordance with article L123-11-1 of the French Commercial Code.

### Article 2: DURATION AND AGE

The contract is concluded for a period ranging from two weeks to one month, renewable by tacit re-conduction at the sole will of the resident, with a maximum possible occupancy period of three years. The age required to benefit from the accommodation conditions is fixed at 16 years, with the agreement of the parental authority, and cannot exceed the 30th birthday of the resident. A temporary and exceptional breakdown may be carried out under the sole decision of the management, in view of the personalized integration project of the young person.

### Article 3 ADMISSION

Admission is subject to the age conditions mentioned above, to not exceeding the ceiling of resources for HLM housing allocations, to a calculation of the " living expenses " (resources allowing to assume the rent as well as your current needs). The admission is made after an individual interview, the constitution of the administrative file, and the justification of an activity situation. Applications are studied each week by an admission committee.

A security deposit, equivalent to the amount of rent, will be immediately cashed, as well as a guarantor (natural or legal person) will be requested (visale possible see our CESF). This sum will be returned to you at the latest one month after your departure, after payment of all the charges and services incumbent on you and statement of the inventory of fixtures. (Cf. page fixed price by type of damage and replacement costs)

After approval, we will proceed to your entry from Monday to Sunday from 10 am (thank you to avoid mealtimes).

To validate the reservation of an accommodation, the sum of 150 € of deposit must be paid, will be cashed, and will be deductible from the first rent. **If you cancel your reservation, the deposit will not be refunded.**

It is imperative that you present yourself to the front desk agents upon arrival at the home.

On the day of admission, the resident will provide an **up-to-date proof of housing and liability insurance.**

## Article 4 THE STATE OF OCCUPATION

An inventory of fixtures of the accommodation will have been carried out by a reception agent, on your arrival you will have to check it and sign it (to be returned to the reception). When you leave (within a maximum of 2 days before your departure, please make an appointment with the reception to carry out the inventory of fixtures in the presence of an employee).

It is imperative that you report any damage to the premises on your arrival (on the inventory of fixtures) so that you are not charged for it on your departure.

The furniture provided to the residents is under their responsibility, they must use it normally. In case of important damages, the residence could turn against the resident (cf. fee per type of damages and replacement costs).

## Article 5 THE FEES (rent + charges)

The first invoice must be paid on the day of entry. An invoice is issued at the beginning of each month and must be paid promptly. **Any delay in payment of the fee** (payment not collected by the 10th of the month), **can lead to the termination of the contract of stay**. If you are absent, in training or otherwise, remember to send us your payment by mail.

If you have difficulties in paying, contact the management before the monthly due date. In order to find a solution, financial aid can be requested by the CESF from other organizations.

**Every year on January 01, the fee is revised in application of the ALUR law on an indexation to the IRL (rent reference index) of the second quarter.**

**The fee and the meals are separable. However, if you choose a package that includes meals, these meals as well as any breakfasts not taken will not be reimbursed, nor can they be carried over to the next month.**

People wishing to keep their accommodation during the long vacations (minimum duration 1 month), will pay only the rental part.

**All payments (credit card, check, cash) must be handed in personally at the reception desk and will be subject to a receipt, which must be kept as proof of payment.**

The Sainte Constance residence accommodates the resident according to the formula chosen by him:

Example at 16 rue Gabriel Pierné, basic formula: small room alone with breakfast: 420 €.

Monthly rent bare room 12.5 m<sup>2</sup> to 369 € and 406 euros for space of 14.5m<sup>2</sup>

### Royalty rates as of January 1, 2021

FORMULAS +	Numbers of lunches	Breakfasts	Price list
½ BOARD A + ROOM	20	Every day, including Sundays and holidays	555 €
½ BOARD B + ROOM	25		590 €
½ BOARD C + ROOM	30		625 €
FULL BOARD (WITHOUT WEEK END)	45		727 €
FULL BOARD (WITH WEEKEND)	60		840 €

## Article 6 ACCOMMODATION of 16

Each room is equipped with a television, with DVD player. As for bedding, mattress protector, comforter, comforter cover, pillow, pillowcase, fitted sheet are available. Every 15 days, your bed linen will be cleaned by the establishment (see dates posted at the reception).

## Article 7 RESTAURATION

The restaurant is only accessible to people who have purchased a meal or breakfast. **It is strictly forbidden to help yourself to hot drinks, or any other beverages, outside the opening hours.**

**It is forbidden to bring up dishes or foodstuffs from the residence into your accommodation (except in exceptional situations discussed with the management). Any breach will be subject to a sanction.**

Lunches and dinners are served in the restaurant. Before going there, it is necessary to ask for your card at the reception. **The meal card is strictly personal. A meal is composed of a starter, a main course (meat or fish with vegetables and/or starches), a cheese and a dessert + water from the fountain. Other drinks are not included.** If you wish to have a drink, you will have to ask the receptionist beforehand (cold drink ticket), for the cost of 1.40 €.

A culinary service will be served on Sundays and holidays, it is imperative to register in advance at the reception desk, before Saturday noon to reserve.

If you run out of meals during the month, you have the possibility to buy tickets. It is possible to reserve meals to allow you to eat outside the opening hours of our dining hall. These meals must be reserved the day before 7:00 pm and must be eaten before 3:00 pm for the lunch meal and before 11:00 pm for the dinner meal. These rules are imposed by the hygiene service. The meals reserved and charged will be thrown away after these hours.

### **Proper attire is required in the restaurant.**

The wearing of caps is not recommended. Music is not tolerated; the restaurant must remain a quiet space.

Any meal reserved will be charged. Meal trays must not be taken into the accommodation.

For reasons of flexibility, Sainte Constance has set up a picnic bag system. It is possible to reserve a sandwich the day before or to come with its container before 7.45 pm and to take it away for the next day. (Except Sundays and holidays)

### Opening hours of the restaurant

	Semaine (lundi au vendredi)	Samedi	Dimanche et Jours fériés
Breakfast	6:00 am to 09:00 am	6:00 am to 10:00 am	
Lunch	11:30 am to 1:15 pm		On reservation
Dinner	7:00 to 7:45 p.m.		On reservation
Kitchenette	From 10 :00 am to 9:00 pm		

As the restaurant is closed on Sundays and holidays, the residence provides you with a kitchenette equipped with an electric hotplate, an oven, and a microwave. However, it is up to you to bring the food necessary to prepare your meal. It is open from 10:00 am to 9:00 pm. Please ask at the reception desk. It is your responsibility to clean the kitchen after using it.

The kitchenette is available to adults under the full responsibility of the user, who is responsible for any damage he or she causes to property. In case of accident, the residence is not responsible.

## Article 8 OTHER SERVICES

A team composed of the management, a social and family economy advisor, a person in charge of accompaniment and professional integration, an accountant, 3 receptionists, a social worker, 2 watchmen, a person in charge of projects and development, a maintenance team, 2 technical employees and a catering team, will accompany you throughout your stay.

### Socio-educational monitoring

To assist you in your daily life (administrative, help to find a job, help with your budget...), the social workers receive you every day from Monday to Saturday from 9am to 12pm and from 1pm to 5pm and on Tuesdays, Wednesdays, Thursdays, and Fridays until 9pm. Different activities and collective actions will be proposed to you throughout the year by the animator.

### Parking and garage

The residence has a private parking lot and a covered bicycle garage, both under video surveillance. **In case of theft or damage the structure cannot be held responsible.** It is forbidden to park vehicles in front of the entrance of the structure. To access the parking lot and bike room, a key and badge are available on request at the reception desk. In case of loss, their replacement will be done by the structure and will be charged to you.

A deposit of 50 € by check will be requested for the rental of a badge giving access to the parking. (On request). **In case of loss of the badge, the deposit will be cashed.**

### Other :

- Laundry (one washing machine and one dryer, ironing board)
- WIFI connection
- Library in the recreation room/TV
- Board games/DVD
- A non-mandatory service, concerning the cleaning of your room, bathroom and dusting of the shelves, will be possible on request. This service will be provided on request and will be charged.
- The possibility of renting by the week: a washcloth and a terry towel, rental of a locker (please contact us).
- A television/entertainment room with 100 seats accessible at any time of the day, only the remote controls are to be requested and returned to the reception.
- A gym with numerous machines is at your disposal every day until 11 pm.
- A wooded park with a picnic area and barbecue is available.
- **Other facilities Bar area on the ground floor:**
- Vending machines for hot and cold drinks, sweets, cakes

## Article 9: CITIZENSHIP AND COMMUNITY LIFE ANIMATION

The social workers are there to advise you, guide you and inform you on all matters of daily life (employment, health, housing, budget ...). They can also refer you to outside professionals.

In partnership with local organizations, they organize events and evenings on various themes, and outings. For these, a financial contribution from the structure reduces the cost of the outing to the resident, while promoting access to leisure activities. In addition, these outings promote meetings between residents. They are not mandatory.

In accordance with the law of January 2, 2002, a Council of Social Life is instituted.

The Social Life Council is set up within the residence. It is made up of at least :

- Voluntary residents, a president chosen by the residents
- The management
- 1 representative of the educational staff

Any person likely to bring elements of study and reflection can be invited to the working sessions, after agreement of the management.

The role of the CVS is to give an opinion and to formulate proposals on any question concerning the functioning of the establishment and notably on

- The internal organization of the establishment, its rules of operation, contract of stay, welcome booklet.
- The activities, the socio-cultural animation.
- The allocation of collective premises.
- Maintenance of the premises, security.
- Substantial modifications to the conditions of care.

The CVS is informed of the follow-up given to the opinions and proposals that it may have issued. A report is posted on the cork board at the entrance + is stuck in the CVS notebook. It meets four times a year.

#### [Article 10 : TERMINATION OF 16/18 Gabriel Pierné Street AT THE INITIATIVE OF THE RESIDENT](#)

- Eight days' notice is required **to leave the unit**. (Document to be sent by registered mail with acknowledgement of receipt or to be handed in person to the reception agent).

On the day you give your notice of departure, you must make an appointment with the receptionist for the inventory of fixtures. 100 euros will be charged for failure to give notice.

- On the day of your departure your room must be vacated by **10:00 am**. The cleaning of your room is mandatory before your departure. If it is not done, you will be charged 35€.

#### [Article 11 : TERMINATION NOTICE AT THE INITIATIVE OF THE RESIDENCE](#)

The present contract may be terminated by Sainte Constance in the event that the resident does not respect the obligations resulting from it, and in particular one of the provisions of the operating rules or the residence contract.

Termination will take place after written notification to the resident giving one month's notice. A meeting is held if necessary, with the management or its representative.

In case of serious or repeated breach of the rules, unpaid fees (unjustified), the termination may be pronounced immediately.

Objects and personal effects left after the departure of the resident will be considered as abandoned and will be thrown away or given away after three months and one day. The residence does not provide furniture storage and cannot store your belongings in your absence. In case of unjustified absence, and without news from the resident for a period of more than two months, the contract of stay will be considered as broken and terminated at the initiative of the young person.

#### [Article 12 : CUSTOMIZED OBJECTIVES \(see decrees 2004-1274, 2007-975, 2009-378\)](#)

Personalized individual project:

#### [Youth's voice: \(needs, wants etc.\)](#)

## Article 13 SELECTION OF HOME

For any dispute concerning the execution of the present contract, the two parties elect domicile at the Sainte Constance residence under the jurisdiction of the TGI of Metz.

Done in Metz, on / /

The Resident,

For the Sainte Constance residence

Signature preceded by the words "Read and approved

Directions,

These rules are also applicable to persons outside the establishment who visit the residents. Signing this contract implies acceptance of the rules and of the computerization of your admission file.

*The information collected is subject to computer processing (on a software Foyer Soft)  
In accordance with the law "informatique et liberties" of January 6, 1978, amended in 2004, and the RGPD of May 2018, you have the right to access, rectify or delete information concerning you, which you can exercise by contacting the receptionist. You may revoke your initial consent at any time.*

Appendices: the following documents are an integral part of the contract:

- operating rules and regulations
- state of the premises
- IT charter
- guarantor
- parental authorization if a minor or entry form validated by the organization providing the PEC
- fee schedule for the year in question at Sainte Constance

### FEE SCHEDULE FOR REPAIRS AS OF JANUARY 1, 2021

Lump sum per most frequent type of damage and replacement costs at 16/18 Gabriel Pierné Street

NAME	PRICE TTC	WORKFORCE	PRICE TTC
Bathroom cabinet	60 €	22,00 €	82 €
Sink	17 €	44,00 €	61 €
WC	42 €	88,00 €	126 €
Shower cubicle	680 €	308 €	988 €
Toilet seat	19 €	11 €	30 €
Toilet hose reel	8 €	11 €	19 €
Towel rack	22 €	11 €	33 €
Bed base	146 €	11 €	157 €
Mattress 90/200	149 €	11,00 €	160 €
Mattress 160/200	199.90 €	11,00 €	210.90 €
Desk lamp	7 €	11 €	18 €
Bedside table	30 €	11,00 €	41 €
Desk	70 €	22,00 €	92 €
Wall lamp	26 €	22 €	48 €
Chair	40 €	11,00 €	51 €
DTT adapter	50 €	11,00 €	61 €
Television set	199,00 €	22,00 €	221,00 €
Floor covering	225,00 €	308,00 €	533,00 €
Room key	13 €		13 €

Complete cleaning of the room 35 euros

Emptying of your room and moving your belongings to the mezzanine 35 euros

These rates are likely to evolve during the year according to the revisions of our suppliers and the value of the conventional point (labor and travel expenses).