

# Lease agreement for furnished holiday apartment / furnished holiday house for private use (up to a maximum of 3 months)

## Lessor

Family name / first name .....

Address .....

Postcode / town, city, etc.....

Telephone .....

Mobile .....

Fax .....

E-Mail .....

## Lessee

Family name / first name .....

Address .....

Postcode / town, city, etc.....

Country .....

Telephone .....

Mobile .....

E-Mail .....

Total number of persons .....

Number of children under 16 included in total.....

## Fellow occupants\*

Surname	First name(s)	Date of birth	Nationality

## Leased property

.....

Street .....

Town, city, etc.....

Telephone number.....

The appended „Description of the leased property“ forms an integral component of this Agreement. On this description the services included in the rent should also be listed.

Domestic pets allowed: ☐ yes ☐ no

\* see paragraph 1 of the contractual conditions

**Key holder** Local representative of the lessor  
Name .....  
Address .....  
Telephone number.....  
Mobile .....

**Duration of lease** Lease starts on ..... at ..... (time)  
Lease ends on..... at..... (time)

The leased property is to be handed over by the lessor / key holder as agreed.

**Rent** CHF .....  
☐ per day ☐ per week ☐ for the entire duration of the lease

Advance payment of CHF ..... payable by .....  
Residual amount CHF ..... payable by .....  
Deposit of CHF ..... payable by .....

**Additional costs** The rent does not include the following items, which must be paid for separately:

<input type="checkbox"/> Electricity/gas/wood	CHF .....	<input type="checkbox"/> Heating	CHF .....
<input type="checkbox"/> Radio/TV	CHF .....	<input type="checkbox"/> Garage/ Parking	CHF .....
<input type="checkbox"/> Bed linen	CHF .....	<input type="checkbox"/> Kitchen linen	CHF .....
<input type="checkbox"/> Table linen	CHF .....	<input type="checkbox"/> Cleaning	CHF .....
<input type="checkbox"/> .....	CHF .....	<input type="checkbox"/> .....	CHF .....

<input type="checkbox"/> <b>Taxes:</b>	Health resort taxes	Accommodation taxes
	Other taxes	
Adults, per overnight stay	CHF .....	CHF.....
Children, per overnight stay	CHF .....	CHF.....
Children aged under ..... yrs.	CHF .....	CHF.....
Children aged under ..... yrs.	CHF .....	CHF.....

**W-LAN** ☐ Use of W-LAN according to separate agreement, CHF .....  
☐ No W-LAN

**Other conditions**

.....  
.....  
.....  
.....

☐ Supplementary Agreement «W-LAN Use»

The **conditions listed on the back** of this page are an integral component of the lease agreement. The lease agreement shall only be concluded if it is received (with a signature) by the lessor before ..... (date) (Paragraph 1, Conditions of Agreement). **Swiss law shall be applicable. The sole place of jurisdiction shall be the locality where the leased property is situated. Subject to mandatory contrary provisions of law.**

Place/date .....	Place/date .....
Lessor .....	Lessee .....

## **General Conditions of Agreement**

### **1. Permitted use, conclusion of agreement, conditions of payment**

The rental property shall only be used for private holidays. Any commercial or other use is strictly forbidden.

With his signature, the lessee confirms that according to the laws of his country of residence, he is capable of acting (but at least 18 years of age) and concluding legally binding contracts. Advance payment, residual payment and deposit if applicable are set out in the agreement. The agreement between the lessee and the lessor shall be concluded when the agreement, signed by the lessee, has been received by the lessor.

If the signed agreement fails to reach the lessor by the agreed date, the latter may lease the property to other parties without further notification and without liability to pay compensation. Should the lessor not receive the advance payment, residual payment and/or deposit by the agreed date, he is entitled, after the unsuccessful expiration of a brief grace period, to relet the property without liability to pay compensation; he is also entitled to demand contractual fulfilment.

The Tenant takes note that only the persons whose names are listed in the Tenancy Agreement shall reside in the rental property. The Tenant is not permitted to sublet, to assign the tenancy or to cede the rental property to anyone other than the fellow occupants whose names are listed in the Tenancy Agreement.

### **2. Additional costs**

The additional costs (such as electricity, gas, heating, etc.) are included in the rent unless they are explicitly stated in the agreement. Additional costs not included in the rent are calculated at the end of the lease period and must be paid in cash (CHF) before leaving. Charges such as health resort taxes are generally not included in the rent.

### **3. Deposit**

The lessor is entitled to demand a deposit. This is set out in the agreement. Among other things, the deposit serves to cover the additional costs and final cleaning costs as well as damages/claims for compensation, etc. The deposit will be settled at the end of the lease agreement. If at this time, the amount to be covered by the deposit is yet to be determined or if the lessee refuses to pay it, the lessor, or the key holder on behalf of the lessor, is entitled to retain the deposit or part thereof. In such cases, once the amount is definitely known, the lessor shall prepare a statement for the lessee and pay/transfer to the lessee any balance in his favour, where the costs of the transfer are to be borne by the lessee. Any balance in favour of the lessor is payable within 10 days after receipt of the statement (all of the transfer costs will be borne by the lessee.) The lessor's claims are not restricted to the amount of the deposit.

### **4. Arrival, handover of the leased property, complaints**

The leased property shall be handed over to the lessee in clean and contractual condition. If any defects are present or if the inventory is incomplete when the property is handed over, the lessee must immediately submit a complaint to the key holder/lessor, pointing this out. Otherwise it shall be assumed that the leased property was handed over in perfect condition.

If the lessee is late in occupying the property, or if he fails to occupy the property at all, the full rent shall remain due. The lessee is self-responsible for a punctual arrival. Possible hindrances to the arrival (such as heavy traffic, closed roads, etc.) are within the responsibility of the lessee. Lessees arriving from abroad are responsible for obtaining information regarding the entry requirements for Switzerland in due time.

The Landlord/Key Holder has the right to ask for a person's passport or identity card as a proof of identity. Furthermore, the Landlord/Key Holder is permitted to reject any persons whose names are not listed in the Tenancy Agreement. The rent remains payable in full.

## **5. Housemates and guests**

The lessee is responsible for ensuring and guarantees that housemates, including guests comply with the obligations arising from this agreement.

## **6. Careful use**

The leased property may not be occupied by more than the number of persons specified in the agreement (including children under the age of 16). Pets (this term includes dogs, cats, birds, reptiles, rats, ferrets, guinea pigs, hamsters, etc.) are not allowed, except with the lessor's express agreement. The lessee undertakes to use the leased property with care, to observe the house rules and to behave with consideration for other house occupants and neighbours. In the event of damage, the lessor/key holder is to be informed immediately.

It shall not be permitted to assign, sublet, etc. the tenancy.

In the event of flagrant infringement of the duty of careful use by the lessee, housemates or guests, or if the apartment is occupied by more than the contractually agreed number of persons, the lessor / key holder is entitled to terminate the agreement without notice and without reimbursement if his written warning goes unheeded. In this case, the rent shall remain due for payment. This is subject to additional claims and claims for damages.

## **7. Handing back the leased property**

The leased property is to be handed back on time, complete and in proper condition. The leased property is to be cleaned before being handed back. This obligation is inapplicable only if expressly agreed with the lessor. Whether the final cleaning is included in the rent or whether it is separately stipulated, the lessee is nevertheless responsible to clean the kitchen furnishings, including tableware and cutlery. If the leased property is handed over in an unclean or insufficiently cleaned condition, the lessor is entitled to have the cleaning carried out at the lessee's expense. The lessee is liable to pay compensation for damage and missing items.

## **8. Cancellations and premature return of the leased object**

The lessee may withdraw from the agreement at any time, subject to the following conditions:

- up to 42 days prior to arrival: CHF 100.-- handling fee
- 41 to 10 days prior to arrival: 50 % of the rent
- 9 to 0 days prior to arrival, no-shows: 80 % of the rent

Receipt of the notice by the lessor or the booking agency during normal office hours between 9 a.m. and 5 p.m. is authoritative for the calculation of the cancellation charges (if received on a Saturday, Sunday or legal holiday, the next business day applies; this rule is based on the legal holidays and the time zone in effect at the residence or office of the lessor or booking agency). This rule also applies to notices delivered via e-mail, text message, Internet, fax, etc. or to the telephone answering machine. The lessee has the right to prove that the lessor incurred a lower loss as a result of the cancellation.

Substitute tenant: The Tenant has the right to propose a substitute tenant who must be of means and acceptable to the Landlord. The Landlord must give their express consent to this substitute tenant. The substitute tenant shall enter into the agreement subject to the existing terms and conditions. The Tenant and the substitute tenant shall be jointly and severally liable for the rent.

In the event of cancellation of the lease agreement or premature handing back of the leased property or termination of tenancy, there is no duty on the lessor to actively seek a substitute lessee.

**9. Force majeure, etc.**

If the leasing or the continuation thereof should be prevented by force majeure (environmental disasters, natural disasters, , etc.), government regulations, unforeseeable or unavoidable events, the lessor is entitled (but not obligated) to offer an equivalent substitute property to the lessee, subject to the exclusion of claims for compensation. If the services cannot be provided or if they cannot be provided in full, the amount paid or the corresponding share for services not provided will be reimbursed, subject to the exclusion of further claims.

**10. Lessee's liability**

The lessee is liable for all damage caused by the lessee or housemates, including guests. Fault is presumed. If damages should be found after the return of the leased property, the lessee is also liable for these, provided that the lessor can prove that the lessee (or his housemates or guests) have caused the damage.

**11. Lessor's liability**

The lessor guarantees proper reservation and contractual fulfilment of the agreement. The liability of the lessor is excluded to the extent permitted by law. Liability is excluded especially for acts and omissions on the part of the lessee (including housemates and guests), unforeseeable or unavoidable omissions by third parties, force majeure or events which the lessor, key holder, intermediary or other persons called upon by the lessor could not have foreseen or avoided despite all due care. Descriptions of infrastructure or tourism-related facilities, such as swimming pools, tennis courts, public transportation, mountain railways, ski slopes, store opening hours, etc. are intended for information only and are not binding upon the lessor under any legal title.

**12. Data protection**

The Landlord is subject to the Swiss Data Protection Act and uses the data in compliance with these provisions. The Landlord shall use the data submitted to them according to the legal requirements (where necessary through the use of a third party) and as far as necessary submit the data to the Key Holder etc. in order to allow for the fulfilment of the Agreement. If the lessee prefers not to receive this service, the lessee may contact the lessor directly. The respective information will include a corresponding reference to the cancellation of this service. Based on local regulations, the lessor and/or key holder may be required to register the lessee and any housemates with the local authorities. The lessor reserves the right, to protect justified interests or in the event of a suspected criminal offence, to provide the data of the lessee and housemates and guests to the responsible authorities or request third parties to enforce the lessor's rights.

The lessee should contact the lessor directly for any questions regarding data protection.

**13. Applicable law and place of jurisdiction**

Swiss law shall be applicable. It is agreed that the locality where the leased property is situated shall be the exclusive place of jurisdiction. Subject to mandatory contrary provisions of law.

## Supplemental agreement to the rental agreement for a furnished holiday apartment / furnished holiday home for private use regarding the use of W-LAN

The use of W-LAN requires entering a code. The code is only provided to lodgers who accept the agreement of use below and confirm acceptance by their signature:

- The lodger is responsible for ensuring that all co-lodgers of the rented property comply with this agreement of use and will protect the lessor against any claims in case of default.
- The lodger confirms that the lessor's exclusion of liability contained in this statement is also accepted and signed on behalf of all co-lodgers. Hereinafter, lodger and co-lodgers are referred to as «user(s)».
- Usage is subject to payment and limited to the time of the presence in the holiday apartment/holiday home. The lessor **cannot guarantee that Internet access is actually available. The code must not be passed on to any third parties.** The code expires at the end of a certain time period. A new code may be requested. Information on this is available from the lessor.
- The lessor assumes no obligations by the provision of the code. Usage is based on the technical possibilities. In particular, the user has no right to claim the use of the W-LAN for any specific purpose or any specific duration. The W-LAN shall only be used for a generally accepted amount of time during holidays. Any commercial and/or excessive use may result in the blockage of the W-LAN access by the Landlord.
- **Any liability** for warranties and **claims etc.** are hereby expressly excluded. In particular, no liability shall be accepted for the content of websites viewed or any downloaded data. Furthermore, no liability shall be accepted for any malicious programmes (i.e. viruses etc.) which may be downloaded through the use of the W-LAN. **The user expressly takes note that the W-LAN only allows access to the internet, but does not provide any virus protection or firewall.** The latter are the user's sole responsibility. The transmission of data is **not encrypted.** It is the **responsibility of the user to get adequate protection.**
- Calling up sites containing unlawful content and downloading unlawful or immoral content is prohibited.
- The user is explicitly prohibited from using W-LAN to upload or otherwise disseminate in any way any unlawful, immoral or copyright protected contents.
- Any misuse of the W-LAN connection is prohibited. In particular, any use which may result in adverse legal consequences for third parties or the Landlord and any interferences with the W-LAN equipment (software and hardware).
- If the lessor should be exposed to third-party claims for any reason as a result of the user's use of W-LAN, the lodger is obligated to indemnify and hold the lessor harmless in respect of this.
- In the event of a violation of these conditions of use or in the event of a suspected violation the use of W-LAN may be blocked at any time without providing any reasons. Any liability for the loss of data is explicitly excluded.
- The lessor has the right to notify the responsible authorities of the lodger and/or the users (including their addresses) in the event of justified suspicion of a criminal offense. In addition, the lessor has the right to provide personal information, including the address of the lodger and/or the users upon request of the authorities.

☐ I accept this agreement of use.

Place/date ..... Signature .....