

**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 .....

**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

**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 .....

☐ **Taxes:**

Health resort Accommodation  
taxes 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.....

**Other conditions**

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

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. Conclusion of agreement, conditions of payment**

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.

### **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.

## **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.

Sub-letting is not permitted.

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 lessees: the lessee has the right to propose a substitute lessee who must be solvent and acceptable to the lessor. The substitute lessee shall enter into the agreement subject to the existing conditions. The lessee and the substitute lessee shall be jointly and severally liable for the rent. In the event of premature handing back of the leased property or termination of the tenancy, the entire rent remains due for payment. The lessee is entitled to demonstrate that the lessor could relet the property or has achieved savings.

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 lessor is subject to the Swiss Data Protection Act and will process the data in accordance with these provisions. The lessor will store the data provided to him (if necessary with a third-party company) and pass it on to the key holder to the extent required to correctly fulfil the agreement. The lessor may inform the lessee of the lessor's services in the future.

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.

Bern, July 2012