

## General provisions affecting «Rental Agreements for Furnished Glandon Apartments»

---

(Form GA\_100) | Version: 1.12.2012

These provisions refer to persons in the male form, but apply equally to both women and men.

01. Glandon Apartments GmbH is not a contracting party in furnished apartment rentals. Contracts are arranged solely with the person named in the contract as the owner of the respective property.
  02. Our business hours (office hours) are Monday to Friday, 08:00 – 12:00 and 13:00 – 17:00.
  03. **Handover:** The apartment shall be available to the tenant as of 14:00 on the agreed rental period start date. The handover shall be completed by 17:00.
  04. If the rental period begins on a Saturday, Sunday or public holiday, the handover shall take place on the next working day. Check in procedures that take place after 17:00, on weekends or on public holidays shall be subject to a surcharge and only offered subject to availability. 'Form GA101' shall be used for the handover of furnished apartments. The apartment must be handed over in a clean, rentable condition.
  05. **Key receipt:** A key list – 'Form GA101' – shall be prepared during the apartment handover and then signed by the tenant.
  06. **Rental property usage:** The rental property may only be used to house the persons listed in the contract. Overcrowding shall permit the landlord to charge an additional fee and/or terminate the contract without notice.
  07. **Rental property maintenance:** Urgent repairs must be immediately referred to the management company or one of its employees. If neither can be reached and more damage seems likely, the tenant must deal with the issue himself and in good faith.
  08. **Rental property alterations:** The tenant is prohibited from making alterations to the rental property. The landlord must give indication of repair work on the property at least one month in advance.
  - 09a. **Rent:** The monthly rent fee is to be paid in advance of every month. For bank & creditcard payments, the lessee must bear all transaction costs.
  - 09b. **Deposit:** A reservation fee of 300.00 CHF is due when the contract is concluded. The deposit is due on moving into the apartment (at the latest). The deposit sum depends on the apartment booked (between one and three months' rent). The deposit shall be refunded after the apartment has been handed back - providing no faults are found and no payment sums are outstanding. We retain the right to use the deposit to offset damages caused by the tenant as well as tenant arrears. In the case of a tenant's failure to fulfil his obligations prior to commencement of the rental agreement, we retain the right to withhold any payments that have already been made. Glandon will not pay transactions fees for bank payments outside of Switzerland.
  10. **Sublets:** Let rooms and parking spaces may only be sublet with Glandon's prior written consent.
  11. **Usage:** The apartment may only be used for residential purposes. This excludes professional activities.
  12. **Access and visitation rights:** Management company employees may periodically enter the apartment for cleaning purposes. Unless expressly prohibited, the landlord has the right to visit the rental property without the tenant's presence if accompanied by workmen and/or prospective tenants.
  13. **Cleaning:** Depending on location, the rented property shall be cleaned either twice or four times each month between 09.00 and 16.00. Exceptions must be detailed in the contract. The basic cleaning includes surface cleaning across the apartment, the kitchen (if provided) and the bathroom as well as changing of the bed linen (not to exceed one hour). Cleaning staff shall not dispose of rubbish bags or tidy personal belongings. A two-hour final cleaning is included in the rent if mentioned in the contract. In the case of heavy soiling, additional final cleaning expenses will be charged as per the additional services required. If the apartment is left in an excessively dirty state, we reserve the right to invoice for the additional expenditure incurred. The final cleaning will be considered the second or fourth cleaning during the final month of a rental/a one-month rental.
  14. **Personal devices:** Devices that require a water connection as well as stereo and cooking devices may be permitted in consultation with the management company.
  15. **Internet:** If mentioned in the contract, Internet access shall be provided via WiFi (wireless access) for up to two web browser-enabled devices per apartment. In instances of interference or failure, Glandon can offer a temporary solution at a location inside the building within 48 hours (weekdays). Varying Internet usage levels - in particular during the evenings - may affect the connection's speed. Glandon is not responsible for hardware/software belonging to the tenant. Our hardware is of a modern standard and is intended for general web browser usage. The Internet connection is unprotected and offered at the user's own risk. As a hotspot operator, Glandon saves all traffic data from WiFi telecommunications activities for up to six months - passing these on to the authorities in the case of a prosecution. Glandon offers private Internet support at a rate of 100 CHF per 30 minutes. Glandon makes no guarantee regarding the speed and performance of the Internet provider. To use the Internet for professional purposes, we recommend arranging a private connection with an Internet provider.
  16. **Smoking:** Smoking is prohibited in both the rooms and the building's public spaces. Violations of this rule shall result in the billing of repair and cleaning costs.
  17. **Termination:** Indefinite rental agreements may be terminated with 30 days' notice at the end of each month (excluding December). The termination notice must be made in writing and include a signature. The decisive factor shall be Glandon's receipt of the termination notice.
  18. **Property return:** The rental property shall be handed back in a good and tidy condition, taking into both account wear resulting from contractually appropriate usage and the condition of the property at the rental period's commencement. No objects may be left in the apartment if they were not present when the rental period began. The return shall take place, along with all keys, no later than 10:00 on the rental period's final day. If the rental period ends on a Saturday, Sunday or public holiday, the return shall take place on the last preceding working day.
  19. **Missing key:** The landlord is permitted to replace/alter the lock and key/locking system at the tenant's cost during or at the end of the rental period.
  20. **Devices:** The apartment is equipped with electronic devices in accordance with the service label. The tenant is obliged to handle these devices with an appropriate level of care, and is responsible for any damages that occur to them for the duration of the rental period. In the case of ambiguity, the tenant can contact Glandon and receive an instruction manual. Glandon must be immediately informed of any damages, and will then immediately replace the faulty device. If the tenant is liable to pay for the damages, these costs must be settled before the device is replaced.
  21. **Additional costs:** The tenant shall be charged for damages, excessive soiling/wear and other additional expenses as per 'Form GA\_104'.
  22. The tenant shall take out **liability insurance** that includes tenant damage coverage for the duration of the rental period.
  23. This rental agreement contains all agreements that have been concluded. Changes and subsequent agreements are only valid if agreed beforehand by Glandon in writing or by email (digital signature).
  24. **CCTV:** The occupied property will be monitored by CCTV for the purposes of guaranteeing security and protecting personal effects. The images will be handled in accordance with the stipulated data protection directives and only passed on to the authorities in cases of suspicion.
  25. **Glandon Batch:** If the building uses a key fob entry system, 'Glandon Batch' provides additional security at the point of building and/or apartment access. All entries made using a key fob are recorded electronically. Lost key fobs must be reported to Glandon without delay for immediate deactivation. A charge of 50CHF will be levied for this occurrence, to be paid via invoice or deduction from the deposit.
  26. The tenant is obliged to follow the **legally defined registration periods / permits** and to disclose Glandon Apartments the personal data of the effective occupant.
  26. **Background Check:** Prior to a contract's conclusion, all interested parties will be assessed for ability to pay and subjected to an internal background check. The landlord shall take submission of the Enquiry Form as proof of interest.
-

## Important provisions from rental law

---

(Form GA\_106)

**Swiss Code of Obligations, Art. 257e, Para. 1** Where the tenant of residential or commercial premises furnishes security in the form of cash or negotiable securities, the landlord must deposit it in a bank savings or deposit account in the tenant's name.

**Para. 2** In residential leases, the landlord is not entitled to ask for more than three months' rent by way of security.

**Swiss Code of Obligations, Art. 257f, Para. 1** The tenant must use the object with all due care.

**Para. 2** Where the lease relates to immovable property, the tenant must show due consideration for others who share the building and for neighbours.

**Swiss Code of Obligations, Art. 257g, Para. 1** On learning of defects which he himself is not obliged to remedy, the tenant must inform the landlord.

**Para. 2** Failure to notify renders the tenant liable for any loss or damage incurred by the landlord as a result.

---

## Guidelines for maintaining the house rules

---

(Form GA\_105)

01. Smoking is prohibited throughout the building.
  02. No refuse, flowers or other items should be stored on the balconies or in the hallway. Birds should not be fed.
  03. The mounting of antennas and satellite dishes is prohibited.
  04. Noise should be kept to a minimum between 22.00 and 06.00.
  05. Excessive noise of all types should be avoided (keep music and televisions at a low volume, refrain from slamming doors).
  06. Excessive power and/or water consumption is not permitted.
  07. Sun blinds should not be exposed to wind and/or rain.
  08. The front doors should be kept closed. Do not let strangers into the building. Report suspicious behaviour immediately to the police (tel. 117).
  09. The apartment door should not be left open for ventilation purposes either during or after cooking.  
Only the windows may be used for ventilation.
  10. Refuse should be deposited in the provided container in closed, chargeable bags.
  11. During the heating period, ventilate in short, sharp bursts (create a draught); windows should not be left ajar. The roller blinds should be left down at night and during periods of extended absence.
  12. Bicycles may not be left in common areas or in front of the house.
  13. The keeping of pets is prohibited without the landlord's written consent.
-