

# Saas-Fee

## Saastal

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

### INFORMATION ABOUT THE CONTRACTING PARTIES

#### Lessor

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Name/first name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode / town: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

#### Lessee

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Name/first name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode / town: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Total number of persons: \_\_\_\_\_

Number of children under 16 included in total: \_\_\_\_\_

#### Fellow occupants

Name	First name	Date of birth	Nationality
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

#### Leased property

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Name: \_\_\_\_\_

Street: \_\_\_\_\_

Town: \_\_\_\_\_

Telephone: \_\_\_\_\_

The appended „Description of the leased property“ forms an integral component of this agreement. General descriptions of infrastructure and tourism-related facilities, such as swimming pools, sports facilities, tennis courts, public transportation, mountain transportation, ski slopes, store opening hours, etc. are for information only and non-binding.  
→ In this description, the services included in the rent should also be listed.

**Key holder** **Local representative of the lessor**

Name/first name:
Address:
Telephone:
E-Mail:

**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.

**Mietzins**

CHF:		
per day	per week	entire duration
Advance payment of CHF:	payable by:	
Residual amount of CHF:	payable by:	
Deposit of CHF:	payable by:	

**Additional costs**

Electricity/gas/wood CHF:	Heating CHF:
Radio/TV CHF:	Garage/ Parking CHF:
Bed linen CHF:	Kitchen linen CHF:
Table linen CHF:	Cleaning CHF:

**Taxes****Health, resort, Accommodation or other taxes**

Adults, per overnight stay	CHF:	CHF:
Children, per overnight stay	CHF:	CHF:
Children aged under years	CHF:	CHF:
Children aged under years	CHF:	CHF:

**Domestic pets**

Allowed	Not allowed
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**WLAN**

Use of WLAN according to separate agreement CHF:
No WLAN

**Other conditions**

Supplementary Agreement «WLAN Use» (attached)
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The General Conditions of Agreement listed and the Data Privacy Statement 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) (Section 1, General Conditions of Agreement). Swiss law shall be solely applicable. The sole place of jurisdiction shall be the locality where the leased property is situated. Subject to mandatory, contractually unchangeable provisions of law.

Place/date:	Place/date:
Lessor:	Lessee:

## GENERAL CONDITIONS OF THE LEASE AGREEMENT AND DATA PRIVACY STATEMENT

### → 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, is received by the lessor by the date indicated in the agreement. The transfer costs shall be borne by the lessee ("OUR payment").

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 re-let the property without liability to pay compensation; he is also entitled to demand contractual fulfilment and request the cancellation charges as defined in Section 8. The lessor shall inform the lessee without delay. Failure to honour a credit card payment, or its revocation, is deemed to be a cancellation of the lease agreement. In this case, the conditions under "Cancellations and premature return of the leased object" in Section 8 shall apply.

The lessee takes note that only the persons whose names are listed in the Agreement shall reside in the rental property. The lessee is not permitted to sublet, to assign the rent or to cede the rental property to anyone other than the fellow occupants whose names are listed in the Agreement (also see Section 8).

### → 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 in whole or in part. 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, "OUR payment"). 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 lessor/key holder has the right to ask for a person's passport or identity card as a proof of identity. Furthermore, the lessor/key holder is permitted to reject any persons whose names are not listed in the Agreement. The rent remains payable in full.

### → 5. Housemates and guests

Der Mieter ist dafür besorgt und steht dafür ein, dass die HausThe 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 the rent, sublet, or otherwise transfer the lease to persons not listed in the Lease Agreement, etc. (also see section 8).

In the event of serious 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 and the refrigerator. 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 to the furnishings and missing items, etc.

→ **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 lessee: The lessee has the right to propose a substitute lessee who must be solvent and acceptable to the lessor. The lessor must give his express consent to this substitute lessee. The substitute lessee shall enter into the agreement subject to the existing terms and conditions. The lessee and the substitute lessee shall be jointly and severally liable for the rent.

In the event of discontinuation of the lease or premature handing back of the leased property, the rent is owed in full. The lessee has the right to prove that the lessor was able to re-lease the property or that he achieved savings.

If the lease agreement is cancelled or if the leased property is prematurely returned or if the lease is discontinued, the lessor is not obligated to actively seek a substitute lessee.

→ **9. Force majeure, unforeseeable or unavoidable circumstances, etc.**

Verhindern höhere Gewalt (Umweltkatastrophen, Naturgewalt usw.), behördliche Massnahmen, unvorhersehbare oder nicht abwendbare Ereignisse die Vermietung oder deren Fortdauer, ist der Vermieter berechtigt (aber nicht verpflichtet), dem Mieter ein gleichwertiges Ersatzobjekt anzubieten unter Ausschluss von Ersatzforderungen. Kann die Leistung nicht oder nicht in vollem Umfange erbracht werden, wird der bezahlte Betrag oder der entsprechende Anteil für die nicht erbrachten Leistungen rückvergütet unter Ausschluss weiterer Ansprüche.

→ **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 fulfillment 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, agent or other persons called upon by the lessor could not foresee or avoid despite all due care. Descriptions of infrastructure or tourism-related facilities, such as sports facilities, 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 data protection laws of Switzerland and shall process the data in accordance with these regulations. The lessor shall process the data provided to him in accordance with the statutory requirements (or, if necessary, have it processed by a third party) and, to the extent necessary, communicate such data to the key holder, etc. to ensure that the agreement can be properly fulfilled. Based on the local laws, the lessor and/or the key holder may be obligated to register the lessee and his housemates with the local authorities. To protect legitimate interests or in the event that a criminal act is suspected, the lessor reserves the right to disclose the lessee's data and/or those of his housemates and guests to the responsible authorities or request third parties to enforce his rights.

The lessor may inform the lessee of his rental offers in the future. If the lessee should not wish to receive this service, the lessee may contact the lessor directly. Any such information shall contain a notice regarding the termination of this service.

The lessee shall contact the lessor directly for any questions regarding data privacy.

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

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

→ **\*Important note regarding data privacy**

Wenn Sie Mieter aus einem EU-Land oder EWR-Land (Liechtenstein, Island, Norwegen) haben, sollten Sie als erstes im Informationsblatt «Anbieten von Ferienwohnungen im Internet und neue Datenschutzbestimmungen», den Abschnitt «Neues Datenschutzrecht der EU, wichtig für alle Vermieter, welche Gäste aus der EU/EWR haben» lesen (auch wenn Sie keine Internetseite betreiben).

→ If you have lessees from an EU or EEA country (Liechtenstein, Iceland, Norway), you should first of all read the section entitled «New EU Data Privacy Legislation, Important for All Lessors who have Guests from the EU/EEA» in the information sheet on «Offering Holiday Homes Online and New Data Privacy Provisions» (even if you do not operate a website).

→ 2. If the requirements stated there are met, delete the text in section 12 and simply write the following under the heading: «Our separate Data Privacy Statement is enclosed.» Then add this text next to the signature: «The General Conditions to the Lease Agreement shown overleaf and the separate\*\* Data Privacy Statement..»

\*\* in the font which you use

→ 3. If the requirements are not applicable, leave the text in section 12 as it is.