

## **General Terms and Conditions**

### **1. Handover**

The lessor will handover the unit at the agreed date/time in a clean and usable condition. There is no entitlement to obtain the unit in a new condition.

Any deficiencies have to be reported in writing within 3 days after your move-in the latest. Unreported deficiencies will be considered damages caused by the lessee and billed to the guest after the end of the lease agreement.

### **2. Keys**

All keys will be handed over in person at the location of the apartment or will be deposited in the self check-in system at the location of the apartment. In either case, the lessee will receive the keys or the entry code once the first rent and the deposit (if applicable) have been paid and received by the lessor.

The lessee is responsible for the cost of replacement of any lost keys during the rental period. The lessor reserves the right to replace any keys and locks, if keys are lost, at the expense of the lessee. Additional keys can only be issued by the lessor. A handling fee also applies for delivering emergency keys, due to missing keys.

### **3. Use of the Unit**

The lessee is allowed to use the unit only for the purpose defined in the lease agreement. Any changes to the use of the unit, including the number of persons living in the unit, are subject to written permission by the lessor. The lessee is not allowed to use the unit for commercial purposes.

The lessee has to treat the unit with care and to avoid any damages. The unit has to be aerated frequently. It is not allowed to turn off the heater entirely in any room during the heating period.

Each unit will be inspected by the lessor at the end of the lease term. The condition of the inventory will be inspected and reported. Any missing or damaged inventory will be billed to the lessee.

It is prohibited to store any objects in front of the apartments or in the common areas of the building.

### **4. Garbage Disposal**

Garbage needs to be disposed of in official garbage bags and placed into the garbage containers belonging to the building.

### **5. Noise**

The time frames between 22.00-07.00 and 12.00-14.00 are considered rest periods and noise emission has to be limited to a minimum.

### **6. Smoking**

All our apartments are non-smoking apartments. It is not allowed to smoke in the apartment.

### **7. Pets**

Pets are only permitted to stay at the apartments only with a written permission of the lessor. Additional cleaning fees may apply.

### **8. Unit Maintenance**

The lessor is obligated to maintain the unit reasonably and to repair any damages. Any damages and issues have to be reported to the lessor immediately.

The lessee has to inform the lessor immediately regarding any urgent repairs (emergencies). If the lessee does not inform the lessor about the damages, he/she is being held liable for any incurred cost that might arise from the delay in reporting the issue.

The lessor has the right to make any repairs in the unit, the stairways, and any other rooms within the building within a reasonable notice period.

The lessor can arrange any urgent repairs at any time without prior notice. If the lessee refuses entry and damages occur, the lessee is held liable.

The lessee is responsible for cleaning the unit frequently, or to have the unit cleaned.

#### **9. Services included in the apartment price**

- Fully furnished (including bedding, linens and towels)
- Fully equipped kitchen
- Internet with WLAN
- Digital TV
- 24 hour hotline for emergencies
- 24 hour check-in

#### **10. Cleaning and Laundry Services, Additional Services**

The frequency of cleaning and laundry services is agreed upon in the lease agreement. If the apartment is booked without service and the service is not stated in the lease agreement, there is no entitlement to receive such service.

Services include the following:

##### a) Cleaning Service:

- Cleaning of all surfaces
- Cleaning of bathroom(s)
- Floors dry & wet
- Dusting
- Replacement of linens
- Replacement of bath/hand towels (2 sets per person)
- Replacement of kitchen towels (2 sets per apartment)

##### b) Apartment Make-Up Service includes the following:

- Bathroom
- Floors dry
- Replacement of linens
- Replacement of bath towels
- Replacement of kitchen towels

##### c) Move-Out Cleaning Fee

A mandatory move-out cleaning fee will be charged to the lessee at the end of the lease period according to the size of the unit. The move-out cleaning fee is not included in the rental amount and will be charged separately.

##### c) Additional Services

Additional services can be requested at the following rates:

We are happy to deliver additional on stock household items to your apartment at the following prices:

On stock household items: CHF 50.00 plus tax 8% per delivery  
Fee includes delivery of item and rental

On stock furniture: Minimum of CHF 150.00 plus tax 8% per delivery  
Prices may vary according to furniture item  
Fee includes delivery/removal of item and rental

Extra Beds: CHF 75.00 plus tax 8% per delivery  
Fee includes delivery/removal of item, rental, bedding, linen and guest towels

If you wish standard items or furniture removed and stored from your apartment, we are happy to do so at the following rates:

Household item removal: CHF 50.00 plus tax 8% per delivery  
Fee includes removal and storage of item

Furniture removal: Minimum of CHF 150.00 plus tax 8% per removal  
Prices may vary according to furniture item  
Fee includes removal of item and storage

### 11. Internet and TV Signal

Internet and TV signal and services are provided by a third party vendor. The lessor refuses any liability in case of internet or TV outages. Any reported TV or internet outages will be resolved at best effort. The lessor refuses any liability for damages, including spam, virus and spy-software etc.

### 12. Delivery & Maintenance Schedule

We gladly deliver requested items as well as conducting maintenance work on the following week days during business hours. Please make sure to request maintenance or deliveries at least **5 business days** before the delivery day below:

Address	Delivery Day
Giessenstrasse, 8600 Dübendorf	Thursday
Marktgasse 7, 8302 Kloten	Tuesday
Jungholzstrasse 34, Zürich	Wednesday
Schaffhauserstrasse 439, Zürich	Wednesday
Schaffhauserstrasse 488, Zürich	Wednesday
Schaffhauserstrasse 498, Zürich	Wednesday
Nansenstrasse 3, Zürich	Wednesday
Culmannstrasse 39, Zürich	Tuesday & Friday
Dufourstrasse 22, Zürich	Wednesday
Wehntalerstrasse 530, Zürich	Monday & Thursday

### 13. Unit access

The lessor holds keys of all apartments under management. The lessor and its employees and delegates have the right to access the apartment without prior notice on the agreed service days to provide cleaning and laundry services. The cleaning and service cycle is agreed upon in the lease agreement. The first cleaning and service date will be stated on the client information sheet/table at the apartment on the move-in date. Regular services will be provided between 9:00am and 6pm from Monday to Friday.

#### **14. Changes to the Unit**

The lessee is not allowed to make any changes to the unit.

#### **15. Unit Visits**

The lessor or a delegate has the right to visit the unit within a 24 hour notice period for repairs and renovations. Further, the lessor or a delegate has the right to show the apartment to a future lessee within a 24 hour notice period between Monday and Friday, 9am to 6pm and Saturday, 10am to 12pm. Visits have to be limited to a minimum.

#### **16. VAT (Value Added Tax)**

A VAT of 3.8% applies to the apartment price. If the lessee provides proof of residence in Switzerland ("Wohnsitzbestätigung") or a confirmation of the commercial register ("Handelsregisterauszug") if the lessee is a legal entity, the tax will be waived from the time the proof of residence/commercial register confirmation is received by the lessor. A tax of 3.8% always applies to stays up to 90 days and cannot be waived, even if a proof of residence/commercial register confirmation is provided.

Services (i.e. cleaning and laundry services) are taxed at a VAT of 8%.

Tax rates and all applicable VATs are subject to change according to Swiss Law. If tax rates change during the time of this lease agreement, they will be changed and invoiced accordingly.

#### **17. Transferability of the Lease Agreement**

A transfer of the lease agreement is not allowed.

#### **18. Return of the Unit**

The unit has to be left empty by 10am on the last day of the lease term. The keys have to be returned to the lessor by 10am on the last day of the lease term. The lessee will receive instructions on how to return the keys a few days before the last day of the lease.

The lessee loses all access right to the unit after expiration of the lease agreement.

#### **19. House Rules**

The general house rules are considered an integrated part of any lease agreement.

#### **20. Early Termination and Cancellation**

##### a) Early Termination

The lessor has the right to terminate the lease agreement before expiration due to important reasons and according to Swiss Law (Obligationenrecht). This is especially the case if the lessee does not comply with his/her obligations and/or other lessees are severely disturbed by his/her actions. If the lessee does not correct his behaviour after written notice by the lessor, the lessor can terminate the lease agreement within 30 days by the end of each month (Art. 257f Abs. 3 OR).

##### b) Cancellations Fees

The booking is binding upon of the issuance of the lease agreement.

The following cancellation fees apply:

0-7 days before start of the lease agreement: 80% of the first month's rent  
8-13 days before start of the lease agreement: 50% of the first month's rent  
14-30 days before start of the lease agreement: 20% of the first month's rent

## **21. Applicable Law / Jurisdiction**

Unless provided otherwise by the parties in this agreement, the provisions of the Swiss Code of Obligations (Art. 253 ff. CO) shall apply. The court at the place of the property shall have exclusive jurisdiction for all disputes arising from this agreement.

## **22. Mailing Address**

It is assumed that the lessee's mailing address is the unit address as stated in the lease agreement.