

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

Lessor Company: **PureSanté GmbH on behalf of**
Family name / first name: **van der Gugten, Andreas & Rachael**
Address: **Solenberg 129**
ZIP Code / town: **8723 Rufi**
Telephone: **+41 79 775 05 65**

Lessee Family name / first name

Address

Postcode / City

Country

Telephone.....

Email.....

Total number of persons.....

Number of children under 2 included in total

Leased property **Holliday Home Solenberg 129**
Address: **Solenberg 129**
ZIP Code / town: **8723 Rufi**
Telephone: **+41 79 775 05 65**

Domestic pets allowed: **No**
Smoking allowed: **No**

Keyholder Local representative of the lessor in case of absence
Name: **Tobler, Lukas & Karin**
Address: **Solenberg 127, 8723 Rufi**
Telephone number: **+41 55 615 1911**

Duration of lease Lease starts on at (time)
Lease ends on..... at..... (time)
The leased property is to be handed over by the lessor / keyholder as agreed.

Rent

CHF

per day per week for the entire duration of the lease
plus CHF100 final cleaning fee (mandatory)

Advance payment of CHF..... payable by

Remainder of CHF payable by

Security Deposit of EUR/CHF 250 payable in cash on arrival.
(A cheque issued over the equivalent amount in USD or GBP will be accepted as well)

Additional costs

The rental does not include the following items, which must be paid for separately:

Weekly Cleaning CHF 100
(optional - only for stays longer than two weeks)

Bed & Breakfast Option..... CHF

Wellness Option CHF

Bank Details

Pay to: **PureSanté GmbH**
Solenberg 129 | 8723 Rufi | Switzerland
Account #: **85-342047-6**
IBAN: **CH23 0900 0000 8534 2047 6**
SWIFT/BIC: **POFICHBEXX**

Bank: **Swiss Post – PostFinance**
Nordring 8
3030 Bern
Switzerland

Other conditions

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

The conditions listed on the following pages and the appended „Description of the Leased property“ 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 rented property is situated.**

Place / date:
.....

Place / date:
.....

Lessor:
.....

Lessee:
.....

General Conditions of Agreement

1. Conclusion of agreement, conditions of payment

The agreement between the lessee and the lessor shall be concluded when the agreement, signed by the lessee, has been received by the lessor. The advance payment and the remainder to be paid are stipulated in the agreement. 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 incurring any obligation to pay compensation. In the case the lessor is not in receipt of payment by the agreed date, following an unsuccessful period of grace, the lessor is entitled to further rent the object to others free of all obligations. Alternatively, he may also insist on fulfilment of the contract.

2. Additional costs

The additional costs (such as electricity, gas, heating, etc.) are included in the rental price unless they are explicitly stated in the agreement. Incidental expenses not included in the rental price are calculated at the end of the rental period, and must be paid cash (CHF) before leaving.

3. Security Deposit

The security deposit defined in the rental agreement is payable in cash or cheque on arrival. It will be reimbursed on checkout provided there have been no damages to property or inventory.

4. Handover of the leased property, complaints

The leased property shall be handed over to the lessee in clean condition, as stated in the agreement. 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 keyholder/lessor, pointing this out. Otherwise, the leased property is deemed to have been 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 rental price shall remain due. The lessor is self-responsible for a punctual arrival. Possible hindrances on the journey of arrival (such as heavy traffic, closed roads etc.) must be reckoned with and are the responsibility of the lessor.

5. Careful use

The lessee undertakes to use the leased property carefully, to obey the house or building regulations, and to show consideration for the other residents of the building and neighbours. In the event of any damage, etc., the lessor / keyholder must be informed immediately. The leased property must not be occupied by more than the number of persons stated in the agreement. Sub-letting is not permitted. The lessee shall take care to ensure that his fellow occupants comply with the obligations set forth in this agreement. If the lessee or other occupants commit a flagrant violation of the obligations connected with careful use, or if more than the contractually agreed number of residents occupy the property, the lessor / keyholder can terminate the agreement without notice and without compensation.

6. Return of the leased property

The leased property must be returned on the specified date, in an orderly condition, together with the inventory. The lessee shall be obliged to pay compensation for any damage and for any items missing from the inventory. The rental object must be cleaned before returning it. The lessee is free of this obligation only in the case that this has previously been firmly agreed with the lessor. If the rental object is returned before cleaning, or in an insufficiently cleaned state, the lessor is entitled to charge the lessee for the necessary cleaning.

7. Cancellations and premature return of the rental 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 rental price

9 to 0 days prior to arrival, no-shows: 80 % of the rental price

On behalf of the lessor or respective booking agency, the time of receipt of the cancellation message is decisive for the calculation of the due rental fee (on Saturdays, Sundays & public holidays the next work day is valid). The lessee is entitled to request proof that the lessor has suffered a small amount of damage through 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.

If the lease is broken off prematurely, the full rent shall remain due.

8. Force majeure, etc.

If force majeure (environmental disasters, acts of God, officially imposed measures, etc.), or events which cannot be foreseen or averted prevent part or all of the leasing arrangement, the lessor is entitled (but not obliged) to offer an equivalent property to the lessee, whereby claims for compensation are excluded. If it is impossible to provide all or part of the service, the paid amount or the relevant proportion thereof shall be refunded, to the exclusion of any further claims.

9. Liability

The lessor shall ensure that the reservation is correct and that the agreement is performed in conformity with the terms thereof. For damage other than injury to persons, the liability shall be limited to twice the rent, unless gross negligence or intent are involved. Liability shall be excluded for omissions on the part of the lessee or co-user, omissions by third parties which cannot be foreseen or averted, force majeure or events which the lessor, keyholder, intermediary or other persons called in by the lessor could not foresee or avert, even though due care was taken.

The lessee shall be liable for all damage which is caused by himself or by the co-users; the fault shall be assumed.

10. 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.