

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 payment is stipulated in the agreement. If the signed agreement or the payment fail 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. The transaction- and credit card fees for all transfers are at the expense of the lessee.

2. Additional costs

The additional costs (such as electricity, gas, heating, VAT etc.) are included in the rental price unless they are explicitly stated in the agreement. Additional costs for consummation, the disposal of waste, additional services, or additional cleaning effort, use of the sauna or use of the fire place (in Otium-Oberhofen), have to be paid separately. Additional, non-registered persons staying in the apartment, are charged with CHF 95.— per person and day.

3. Handover of the leased property, complaints

Upon arrival, a valid passport or ID and a covered credit card of at least CHF 1'000.- are required as security. 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 key holder/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.

4. 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 neighbors with quietness after 10pm. In the event of any damage, etc., the lessor / key-holder must be informed immediately.

The leased property must not be occupied by more than the number of persons stated in the agreement. Visitors are not allowed. Smoking or smoke appliances are prohibited throughout the house. Shisha (water pipes) smoking is prohibited on the property.

Parties and Sub-letting is not permitted.

When leaving the house, the doors, windows should be closed and the lights are turned off.

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 / key-holder can terminate the agreement without notice and without compensation.

The landlord or keyholder has the right of access to the rental property at any time.

5. Return of the leased property

The leased property must be returned on the specified date and time, latest at 10am in an orderly, condition, together with all the inventory. The dishes have to be cleaned properly and placed in the specified kitchen cabinets. The waste is properly to dispose. All debris, rubbish and discards are removed from the premises and placed in the waste bag. Bottles and cans have to be separated for recycling. The lessee shall be obliged to pay compensation for any additional cleaning effort beyond normal wear and tear (with CHF 40.— / hour), any damages and for any items that missing from the inventory. Both house-keys and the electric adapter has to be deposited on the table in the apartment.

6. Security/Damage Deposit

The security damage-cleaning deposit of CHF 1000.— per apartment is required and will be pre authorized on a credit card. The deposit is NOT applied toward rent; However, the final settlement of the deposit is refundable and carried out on the day of departure, after the final cleaning. The lessee shall be obliged to pay compensation for any additional cleaning effort beyond normal wear and tear (with CHF 40.— / hour), any damages and for any items that are missing from the inventory. The fault shall be assumed!

7. Cancellation

The lessee may withdraw from the agreement at any time, subject to the following conditions:

Up to 60 days prior to arrival: Fr. 100.-- handling fee.

59 to 30 days prior to arrival: 50% of the rental price.

29 to 0 days prior to arrival: 100% of the rental price.

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.

The calculation of the cancellation fee shall be governed by the date of arrival of the notification at the lessor's premises or at the accounting office (if this occurs on Saturdays, Sundays or public holidays, the next working day shall count).

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, key-holder, 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 any damages which is caused by himself or by the co-users and for any items that are missing from the inventory.; The fault shall be assumed!

The House Otium-Oberhofen (Burghaldenstrasse 20) has a private swimming pool and a small pond. The lessor is not liable for all accidents caused by the use of the garden, balcony or the use of the swimming pool.

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.