

Rental agreement for furnished holiday apartemet holiday house (max. 3 months)

Agreement for: Holidaymaker Landlord

Landlord

Title

Last name

First name

Address line 1

Address line 2

Town / City

Postcode

Country

E-Mail

Phone

Holidaymaker

Title

Last name

First name

Address line 1

Addressline 2

Town / city

Postcode

Country

E-Mail

Phone

Rented property

Name of propery

Addressline 1

Addressline 2

Town / city

Postcode

Phone

Key holder (landlord's representative on site)

Last name

First name

Address line 1

Address line 2

Town / city

Postcode

E-Mail

Phone

Pets Parking

Rented property

Start of rental (date)	<input type="text"/>	Start of rental (time)	<input type="text"/>
End of rental (date)	<input type="text"/>	End of rental (time)	<input type="text"/>
Number of nights	<input type="text"/>		

Rental price (for the entire rental period)

Rental price	<input type="text"/>	To be paid by (date)	<input type="text"/>
Deposit of	<input type="text"/>	To be paid by (date)	<input type="text"/>
Balance of	<input type="text"/>		

Comments

Additional costs (for the entire rental period)

<input type="checkbox"/> Electricity / gas / wood	<input type="text"/>
<input type="checkbox"/> Heating	<input type="text"/>
<input type="checkbox"/> Radio / TV	<input type="text"/>
<input type="checkbox"/> Bed linen	<input type="text"/>
<input type="checkbox"/> Table linen	<input type="text"/>
<input type="checkbox"/> Kitchen linen	<input type="text"/>
<input type="checkbox"/> Garage / parking space	<input type="text"/>
<input type="checkbox"/> Final cleaning	<input type="text"/>
<input type="checkbox"/> <input type="text"/>	<input type="text"/>
Total additional costs	<input type="text"/>

Resorttaxes

Number of rental days for the calculation of resort taxes	<input type="text"/>
Adults per night	<input type="text"/>
Children aged 6 - 16 per night	<input type="text"/>
Children aged 0 - 6 per night (free)	<input type="text"/>
Total resort taxes	<input type="text"/>

Further provisions / comments

The attached provisions form an integral part of the rental agreement. The rental agreement is only complete when it has been signed and received by the landlord by (point 1 of the General Conditions of Agreement).

Swiss law applies. The exclusive place of jurisdiction is the place where the rental property is located.

Summary

Rental price	<input type="text"/>
Additional costs	<input type="text"/>
Resort taxes	<input type="text"/>
Grand total:	<input type="text"/>

Place, date:

Place, date:

Signature of landlord _____

Signature of holidaymaker _____

Please complete this document, sign it to the other party to the agreement

General Conditions of Agreement

1. Conclusion of agreement, conditions of payment

The agreement between the holidaymaker and the landlord shall be deemed concluded when the signed agreement is received by the landlord. The deposit and balance payments are stipulated in the agreement. If the signed agreement or the deposit fail to reach the landlord by the agreed date, the latter may lease the property to other parties without further notification, and without incurring any obligation to pay compensation.

2. Additional costs

The additional costs (such as electricity, gas, heating, etc.) are included in the rental price unless they are explicitly specified in the agreement. Additional costs which are not included in the rental price shall be billed at the end of the rental period and must be paid before departure. Public charges such as resort taxes are not normally included in the rental price.

3. Handover of the rental property, complaints

The rental property shall be handed over to the holidaymaker in clean condition and as agreed. If any defects are present or if the inventory is incomplete when the property is handed over, the holidaymaker must immediately submit a complaint to the landlord / key holder, pointing this out. Otherwise the rental property is deemed to have been handed over in perfect condition.

If the holidaymaker is late in occupying the property, or if he / she fails to occupy the property at all, the rental price shall remain due.

4. Careful use

The holidaymaker undertakes to use the rental property carefully, to obey the house or building rules, and to show consideration for the other residents and neighbours. In the event of any damage, etc., the landlord / key holder must be informed immediately. The rental property must not be occupied by more than the number of persons stated in the agreement. Sub-letting is not permitted. The holidaymaker or other occupants commit a flagrant violation of the obligations connected with careful use, or if more than the contractually agreed number of people occupy the property, the landlord / key holder can terminate the agreement without notice and without compensation.

5. Return of the rental property

The rental property must be returned on the specified date, in an orderly condition, with the inventory complete. The holidaymaker shall be obliged to pay compensation for any damage and for any items missing from the inventory.

6. Cancellation

The holidaymaker can withdraw from the agreement at any time under the following conditions:

Cancellation up to 42 days before arrival: CHF 100.00 admin fee

Cancellation 41 to 10 days before arrival: 50% of the rental price

Cancellation 9 to 0 days before arrival: 80% of the rental price

7. 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 rental arrangement, the landlord is entitled (but not obliged) to offer an equivalent property to the holidaymaker, whereby claims for compensation are excluded. If it is impossible to provide all or part of the service, the amount paid or the relevant proportion thereof shall be refunded, to the exclusion of any further claims.

8. Liability

The landlord 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 holidaymaker or co-user, omissions by third parties which cannot be foreseen or averted, force majeure or events which the landlord, key holder, intermediary or other persons called in by the landlord could not foresee or avert, even though due care was taken. The holidaymaker shall be liable for all damage caused by him / herself or by the co-users; fault shall be assumed.

Brig, 1 march 2010