

Rental contract for residential property

Reference no.:

Start of lease:

1 Lessor / proprietor

Swiss Life Ltd
General Guisan-Quai 40
8002 Zurich

2 Representative

Livit AG
Real Estate Management
Altstetterstrasse 124
P.O. Box
8048 Zurich

3 Tenant

Tenant
1

Hans Muster
Musterstrasse
5000 Muster

4 Property / EGID / EWID / pWN / aWN

Paul-Feyerabend-Hof 1/3/5, 8093 Zurich

Federal building identifier (EGID): 000XXXXX
Federal dwelling identifier (EWID):
Physical dwelling number (pWN):
Administrative dwelling number (aWN):

5 Start/duration of lease

The lease starts on: 00.00.2015 from 12 noon

6 Termination

Termination dates: **End of February/May/August/November**
Notice period: 3 months

Termination by the tenant must be submitted by registered mail and that by the lessor using the official form. It is valid if it is received by the counterparty or available for collection at the post office no later than the last day before the start of the notice period. If the rental contract is concluded for multiple tenants, termination must be signed by all the tenants.

If the tenant wishes to terminate the rental contract prematurely without adhering to the agreed notice period, he/she shall be liable for the rent, the ancillary costs and the other tenant duties until re-letting but no longer than the next possible contractual termination date. In the absence of tenant instructions to the contrary, the lessor shall endeavour to re-let the property as soon as possible following premature return of the rental property. The costs entailed by this (in particular for advertisements in printed and electronic media) and for the additional administrative outlay incurred as a result shall be borne by the tenant.

The tenant can only be prematurely released from his/her obligations under this rental contract if he/she proposes to the lessor an acceptable new tenant who is solvent and prepared to take over the rental agreement on the date

the property is returned under the same conditions. The lessor must be allowed sufficient time, normally at least 30 days, to carry out the necessary inquiries.

7 Rental properties / rent / purpose of use / ancillary costs

7.1 Rental properties / rent

Property / number	Floor	Reference no.	approx. m ²	Rent CHF per year	Rent CHF per month
1 furnished single room XXX	2nd floor
Total net rent				0.00	0.00
HC/OC flat rate				00.00	00.00
Total gross rent				0.00	0.00

The rent is due on the first day of each month (due date). Late payment incurs interest at 5%.

The lessor is entitled to invoice the tenant for expenses arising from late rental payments.

Any deviations in the surface area have no impact on the rent.

7.2 Basis of rental fee

Reference rate: as at
 Swiss Consumer Price Index: Base year as at
 Cost increase taken into account: until pts

7.3 Type of use / obligatory purpose / ancillary rooms

The following areas/installations are available for exclusive use:

Furnished single room.

Number of persons: 1

The following areas/installations are available for shared use:

Bathroom/WC, kitchen, living room, dining room, common room/bar, music room, courtyard, staircase, lift facilities, arcades, cellar area, laundry room.

7.4 Ancillary costs

The term "ancillary costs" stands for heating, hot water and operating costs.

7.5 Breakdown of ancillary costs

The flat rate charges for heating and operating costs include the following:
 Heating and hot water costs (Art. 5 VMWG/Ordinance on the Renting and Leasing of Residential and Commercial Real Estate); electricity for communal areas; costs and fees for water use and waste water disposal, incl. maintenance of sewage and water disposal facilities, pre-emptive clearing of drains and inlet/outlet pipes; caretaking incl. social benefits; caretaker supplies (e.g. petrol for the lawnmower, cleaning materials etc.); periodic gardening (maintenance costs); clearing of snow; radio and TV; waste disposal charges; office waste; organic waste disposal; container cleaning; lighting; equipment servicing and operating costs for building maintenance machines; boiler descaling; operating and maintenance costs (service contracts) for passenger and goods lifts (incl. lift telephone); operating and maintenance costs (service contracts) for washing machines, tumble dryers and room dehumidifiers; service contracts, electricity consumption and salt for water softening plant; operating and maintenance costs (service contracts) for fire detection and sprinkler systems, fire extinguishers and emergency lighting; operating and maintenance costs (service contracts) for ventilation installations; operating and maintenance costs (service contracts) for rainwater systems; operating and maintenance costs (service contracts) for roof inspection and cleaning of gutters.

7.6 Payment transaction fees

If the tenant chooses to make payments in a way which incurs fees for the lessor (e.g. cash payments at the post office counter), these costs shall be billed to the tenant periodically.

8 Provision of a security

The tenant undertakes to pay the sum of *three gross rents* on commencement of the contract to secure all claims of the lessor arising from this rental contract (rental payments, compensation for damages from early termination of the contract, claims arising from extraordinary depreciation etc.) into a savings account at a financial institution specified by the lessor.

Payment of the security must have been made by the time the keys are handed over. Should the tenant fail to do this, the handover of the keys shall be delayed until the security has been paid. In this event, the lessor is also entitled (but not obliged) to give the tenant a deadline for payment. Should the tenant fail to meet this extended deadline, the lessor is entitled to refuse to hand over the keys and - subject to immediate declaration - to withdraw from the contract (Art. 107 para. 2 CO).

9 Further provisions

No further provisions.

10 House rules

Preliminary remarks:

The property management company Livit AG is supported by "Livit Facility Management Service" (Livit FM for short and hereinafter referred to as the "operator"), an internal division specialising in infrastructure and technical facility management. Livit FM ensures the smooth on-site operation of the property.

1. Consideration / duty of care

In the interests of good relations among the tenants, all residents undertake to behave considerately to one another and to treat all rooms and installations with care. Each tenant is obliged to make economical use of water, electricity and heating in the property.

2. Quiet periods / noise disturbance

All disturbances of co-residents and the neighbourhood must be avoided. Music and talking must be kept at household noise level at all times. Residents are prohibited from playing musical instruments in their rooms. Statutory peace at night, particularly in the arcades, applies from 10 p.m. until 7 a.m.

3. Visitors / guests

The prior written consent of the lessor must be obtained for visitors housed by the tenant for more than two nights per week.

4. Parties

The prior written consent of the management must be obtained for all parties; the management must also be notified of at least one person responsible for the party as well as the venue, start and end of the event. The person(s) responsible for the party bear(s) personal liability for damages of any kind whatsoever caused within and to the property (including its furnishings); the persons responsible for the party also undertake to ensure that the clearing up and cleaning operations are completed by 12 noon of the following day at the latest.

5. Rights and obligations of the operator / formation of residential groups

The operator is entitled to implement the necessary organisational measures and requirements to ensure smooth operation of the hall of residence, particularly with regard to the use of shared facilities and common rooms (see 7.3) and the provision of cleaning operations. To this end, each apartment forms a separate residential group. Each tenant is a member of such a residential group. A residential group leader is appointed for each residential group. Tenants are required to inform themselves proactively of the residential group deployment plans by consulting the notice and information boards; the operator reserves the right to issue individual instructions to tenants and residents should the need arise. The tenant undertakes to carry out the instructions of the operator. He/she is responsible for ensuring that they are also observed and complied with by the inhabitants of his/her rental property.

The provisions apply mutatis mutandis to the tenants of studio apartments.

Instructions issued by the operator must be carried out. The lessor can terminate the contract in the event of violation.

6. Inspection / handover of rooms

Inspection and handover of the rooms is carried out by the operator and documented by means of a protocol. As

well as the condition of the rental property, the protocol also includes a list of the room's furnishings with details of the prices of replacements.

The lessor shall hand over to the tenant the rental property cited in the contract on the agreed date in a serviceable and cleaned condition. The tenant has no right to rental properties and/or rental installations that are equivalent to new. If the handover date falls on a Saturday, Sunday or public day off or holiday, the handover shall take place on the next local working day without any reduction in rent.

If upon return of the rental property damages are noticed that are not recorded in the handover protocol at the start of lease, or for which the tenant can be proven to be responsible, these shall be repaired at the tenant's cost. This lies at the discretion of the lessor. The tenant shall not be entitled to any deadline extension. The deposit is returned if the tenant moves out in an orderly manner and there are no compensation claims on the part of the lessor.

7. Keys

Door keys must be kept in a safe place. The operator must be notified immediately in the event of the loss of a key and no later than 9 a.m. on the next working day. The tenant bears the costs of replacement.

8. Rooms

The tenant is obliged to ensure the regular cleaning of his/her room, the kitchen, living and dining rooms including the bathroom facilities at least every fortnight.

The rooms and bathroom facilities are equipped with comfort ventilation. To prevent any damage from arising, the installation and ventilation slots may not be manipulated or masked. It is likewise not permitted to dry washing in the rooms.

In order to avoid glass breakage and water damage, the windows must be kept closed in the event of wind. Damages arising due to violation shall be paid for by the tenant.

Warm meals should only be consumed in the communal rooms; the use of hotplates, gas stoves etc. is prohibited in the rooms.

Damages caused by faulty electrical devices shall be borne by the tenant.

Nails and drawing pins must be inserted carefully. All nails, drawing pins and the like must be removed prior to return of the room.

9. Room occupancy

The tenant has been advised that when renting rooms the management is unable to take gender into consideration. It is therefore possible that men and women might have to share bathroom facilities.

10. Furnishings

The rental installations provided by the lessor and those in the communal rooms must be treated with care. No furnishings may be removed from the private or communal rooms. Modifications to the furnishings are not permitted. Damages must be reported immediately to the operator.

The tenant bears liability for the duration of the lease for the completeness and condition of the room furnishings. The existing furnishings are listed on the handover protocol.

11. Cleanliness / cleaning of common rooms and communal facilities

Order and cleanliness must be upheld within and outside the entire house.

The indoor communal rooms and areas such as the kitchen, living and dining rooms and bathroom/WC are to be cleaned by the members of the applicable residential group. All tenants are required to contribute to the cleaning. If prevented from doing so, the tenant must supply a substitute who must be notified in writing to the operator in advance. Should the tenant fail to fulfil his/her cleaning duty, this shall constitute a serious breach of contract, in which case the lessor shall be entitled following unsuccessful issue of warning to resort to extraordinary termination of the rental contract.

The lessor is also entitled to set the members of the corresponding residential group a deadline for subsequent cleaning, under threat, in the event of failure to fulfil the obligation by the deadline, of hiring a cleaning company at the cost of the members of the residential group.

12. Waste

Waste is to be disposed of regularly and correctly.

Depositing waste and articles in the arcades, in the common rooms and outside is prohibited.

13. Communal rooms

Usage regulations (e.g. laundry room regulations and the like) and the operating instructions of all devices in the communal rooms must be consistently observed and upheld.

Damage caused through improper use must be paid for by the causer.

a. Kitchen

Kitchens are provided for use in every apartment. Each tenant is required to wash and put away all dishes that he/she uses.

Studio apartments have their own kitchens.

b. Bar / common room

The common room with integrated bar is reserved for the residents of the house and is not available to the public. Its furniture may not be removed, and in particular may not be used outside. Each tenant is responsible for the order and cleanliness of the bar.

For events with 15 or more persons the bar must be reserved using a booking plan on the noticeboard. The bar is generally available for use free of charge. A handover and return protocol is drawn up for each event and a deposit (CHF 200.00) obtained from the tenant. The deposit is returned to the tenant upon return of the bar in faultless condition; settlement must take place within 30 days.

c. Laundry/drying room

The laundry room is provided for washing laundry. Washing machines and tumble dryers must be treated with care; the applicable operating instructions and any laundry room regulations must be observed at all times. The laundry room and devices must be cleaned after each use.

Washing left hanging or lying around for several days will be disposed of by the operator without prior warning.

d. Music room

The two music rooms can be reserved using a booking plan pinned up in front of each room. The users are responsible for the order and cleanliness of the music rooms. All items brought to the music room (instruments, sheet music, amplifiers etc.) must be removed again after use. The management accepts no liability for damage caused to instruments left in the room. No food may be brought into the music room.

14. Outside premises

a. Terraces / courtyard

The courtyard is only available to tenants and their visitors. Order and cleanliness must be observed. All litter must be removed by the initiator.

Barbecues are prohibited.

b. Visitor parking spaces

Visitor parking spaces are available in the HPG car park and are subject to charge.

c. Cycle parking facilities

Cycles must be stored in the room provided for them. In particular, no cycles may be kept in the apartments or under the arcades. The management reserves the right to remove cycles not correctly parked and hand them over to the police.

15. Access to the apartments / inspection

Access to the rooms and to the bathroom facilities must be granted to the management and operator at any time subject to appropriate agreement. Access must be granted immediately in the event of an emergency. Representatives of the management may enter the kitchen and other common rooms at any time.

16. Obligation to report

Each tenant is obliged to report to the operator faults and defects in his/her room and in the common rooms.

17. Pets

Pets are not permitted. This also applies to small animals such as rats, hamsters, guinea pigs, snakes, fishes etc.

18. Smoking prohibition

Smoking is not permitted in the arcades, in the apartments and particularly in the rooms.

19. Parabolic reflector antennas / satellite dishes

No parabolic reflector antennas may be installed in any of the private or communal rooms. Unlawfully installed parabolic reflector antennas will be removed at cost on behalf of the lessor.

20. Lift

The provisions displayed in the lift must be observed. Operational disruptions must be reported immediately to the operator. The facility must be treated with appropriate care.

21. Security

For security reasons, all corridors and landings must be kept entirely free of obstacles. For this reason, no items whatsoever may be deposited there.

The occurrence of illnesses posing a risk to other residents must be reported to the lessor without delay.

22. Internet

Each room contains an internet connection. The lessor wishes to point out that the downloading of unlawful files and files protected by copyright from the internet is prohibited. For security reasons, all internet activities are logged. No proprietary networks or W-LAN routers may be installed.

23. Exclusion of liability

The management accepts no liability for the theft of items (including data) of any kind.

24. Changes to these house rules

The management is entitled to amend these house rules unilaterally as of a termination date. The tenant shall be notified of the applicable amendment using the official form.

11 Special agreements

Cleaning

The tenant is responsible for cleaning the rental property. Details are set out in the "House rules" article contained in this contract.

Cleaning operations are carried out in accordance with a cleaning schedule finalised by the management. Details are set out in the "House rules" article contained in this contract.

Purpose of use / subletting

The tenant undertakes only to use the rental property as a single room for residential and study purposes. Use for commercial purposes is not permitted. All changes to the purpose of use require the written consent of the lessor. In the event of violation the lessor is entitled to resort to extraordinary termination of the rental contract.

Subletting is permitted only to students. It is subject to the prior written consent of the lessor.

Shared use properties

The tenant undertakes to comply with the special instructions of the management and its auxiliaries in this regard. Details are contained in the house rules.

Mandatory insurance

The tenant is required to take out liability insurance (including tenant damages) as of the start of the rental contract. A copy of the insurance contract (policy) must be handed to the lessor upon property handover.

Obligation to report studies

The tenant is obliged to terminate this rental contract in a timely manner from the time of conclusion or in the event of an interruption of his or her studies of more than six months. Should the tenant fail to serve notice, the lessor shall be entitled to terminate the rental contract instead.

Final cleaning

The cleaning of both the room (including its furnishings) and the refrigerator unit shall be carried out by the lessor. The tenant shall pay the lessor a flat rate fee of CHF 340.00 (incl. VAT) for the costs incurred. This fee is included in the security (see 8 above) and will be deducted directly from the security at final settlement.

12 Guest room

A guest room can be booked online at www.studentvillage.ch for CHF 30.00 per night. The maximum length of stay is seven nights.

13 Enclosures

In addition, the following enclosures issued to the tenant and expressly acknowledged by the parties form an integral part of this rental contract:

- Provision of a security
- "Notification of initial rent upon conclusion of a new rental contract" form

14 Date / signatures

Several tenants are jointly and severally liable for the obligations associated with the rental contract.

This contract only becomes legally valid when it has been signed by all parties.

Zurich,

Place/date:

Lessor represented by:
Livit AG
Real Estate Management

Tenant 1

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