

General Tenancy Agreement Terms and Conditions

issued by the Swiss Real Estate Association ("SVIT"), Basel Area Branch

1. Contractual duration, termination

The Agreement shall be concluded for an indefinite period and may be terminated by either Party by means of a registered letter, subject to the agreed period of notice in each case as at the end of the month, with the exception of 31 December.

The Tenant acknowledges that the family apartment may only be terminated by both spouses, even if the Tenancy Agreement has been signed by one spouse.

Terminations by the Landlord must be performed using a form approved by the canton.

2. Terms and conditions of payment as well as service charges

Rent and service charge payments are owed in advance, and must be paid at the latest on the first day of the month (expiry date). The Tenant recognises the reminder fees imposed by the Landlord amounting to CHF 30.00 per reminder.

The cost of gas and electricity consumption within the rented property shall be borne by the Tenant. The service charges that are to be settled and have been separately agreed in the Tenancy Agreement are not included in the net rent and shall be additionally settled with the Tenant. In the case of shared antennae equipment or cable television, the Tenant shall pay the fees imposed by the operator of the equipment. Other costs shall be allocated in accordance with generally recognised principles or – if the necessary meters are available or subsequently installed – in accordance with the metered consumption. The Tenant is entitled to impose an administrative fee of at least 3% (plus value added tax) on the entire service charge sum.

The service charges settlement shall be deemed to have been accepted if no objection is brought in writing within 30 days of receipt. The balance shall be due for payment within 30 days. If the Tenant moves out before the end of the reporting period, the Landlord shall not be obliged to settle these charges with the Tenant before the settlement reporting date.

The Tenant acknowledges that possible agreed payments on account performed in respect of service charges that are to be settled shall not necessarily reflect the incurred service charges that are actually incurred, and that the Landlord is not obliged to set the possible agreed payments on account for service charges that are to be settled in a manner that takes account of the actually incurred service charges.

3. Deposit

The possible agreed deposit provided by the Tenant is designed to secure all of the claims of the Landlord arising out of this tenancy relationship and must be paid at the time of the signing of the Agreement. The deposit must be deposited at a bank to be specified by the Landlord in a savings account maintained in the name of the Tenant (Swiss Code of Obligations "OR" 257e). If no deposit is provided, then the Landlord shall be entitled to refuse to handover the object of the tenancy.

4. Intended purpose, subletting, joint and several liability

The Tenant may use the object of the tenancy only for the contractually-compliant purpose. A change of the intended purpose as well as the assignment of the rent is not permitted.

Subletting, including of individual rooms, the taking in of further persons as well as the keeping of pet animals are subject to the written consent of the Landlord. The Landlord may withdraw this consent at any time if problems arise, if the conditions linked to the approval are breached, or in the event of justified complaints by other building residents or neighbours. In other respect the provisions of Art. 262 OR shall be applicable.

Several tenants shall be jointly and severally liable for the obligations arising out of the Tenancy Agreement.

5. Handover of the rented property

The Landlord shall hand the rented property over in a usable and clean condition. Insofar as defects have not been reciprocally recorded in writing or reported by the Tenant to the Landlord within one month of the start of the tenancy, the rented property shall be deemed to have been handed over free of defects.

If planned repair works can be executed only after the start of the tenancy, for scheduling reasons, then the Tenant must tolerate these. The Landlord must however take due account of the interests of the Tenant.

The Landlord shall stipulate how the nameplates (doorbell, letterbox etc.) are to be realised. The costs shall be borne by the Tenant.

6. Alternations and improvements to the rented property.

Alterations to and within the rented property, the installation of equipment, the modification of existing equipment, the installation of parabola reflectors, shutters, company nameplates or advertising etc. are permitted only with the written consent of the Landlord.

At the time of the ending of the tenancy the Tenant must at the request of the Landlord remove any fixtures and fittings that he has installed himself or took over from his predecessor, and must restore the original condition. If such fixtures and fittings are left in the rented property, then the Tenant shall not be entitled to any compensation for these.

The Landlord is entitled to perform necessary repairs in the rented property without let or hindrance. In this conjunction the Landlord must however take due account of the interests of the Tenant.

The Landlord must report improvements and other structural modifications that improve the quality of the rented property to the Tenant in writing at least three months in advance.

7. Due diligence and consideration (OR 257f and g)

The Tenant is obliged to keep the rented property and the associated fixtures and fittings in a good and clean condition, and must treat the other residents of the building with consideration. He shall be liable for any damage not resulting from proper use or force majeure. Maintenance and repair works must be professionally performed.

Insofar as he is not responsible for rectifying these himself pursuant to Fig. 8, the Tenant must report any defects or damage to the Landlord without delay. If he fails to do this, then he shall be liable for any resulting further damage.

8. Minor repairs, upkeep and maintenance

Repairs and upkeep that are made necessary by the normal utilisation of the rented property shall be borne by the Tenant on a case-by-case basis, within the context of the following cost limits:

- 2 % of the net annual rent in the case of an annual net rent of up to CHF 8,000.00
- CHF 160.00 in the case of an annual net rent of between CHF 8,000.00 and CHF 16,000.00
- 1 % of the net annual rent in the case of an annual net rent of CHF 16,000.00 or more

The Tenant is responsible for the following repairs and maintenance works – irrespective of the level of the costs:

The maintenance of the electrical switches and sockets, the bells, the intercom, the telephone, radio and TV connections, the door locks and door handles, the gas and water taps; the replacement of operating belts of roller blinds and shutters, of seals on sanitary fittings, of taps and hoses, of glass panes and mirrors, of light bulbs, fluorescent tubes and fuses, of fat filters in kitchen ventilators; furthermore the unblocking of drains up to the mains pipe.

In the case of apparatus and equipment that requires regular maintenance, such as boilers, flow-heaters, dishwashers, extractor fans etc., the cost of the periodic service and cleaning works shall be borne by the Tenant, even if the works are commissioned by the Landlord.

9. Access to the rented property

The Landlord and his representatives shall be entitled to enter the rented property in the event of sales or re-letting discussions, as well as for the purpose of assessing the condition, during normal working hours on weekdays following prior notification.

At the request of the Landlord, and in the event of an extended absence, the Tenant shall be obliged to deposit a house key with the caretaker or with a trusted person who can be contacted at short notice.

10. Apportionment of risk, insurance

The Tenant shall bear the risk of the damage or loss of his chattels for any possible reason, in particular on account of fire, water, burglary or theft. The Tenant is advised to take out a household contents insurance policy.

The Tenant must take out a private liability insurance policy or a tenant liability insurance policy with effect from the commencement of the tenancy.

11. Return of the rented property

The tenancy shall end at 12 noon on the last day of the month in respect of which the notice of termination was issued. By this time at the latest the Tenant must hand over the rented property together with all keys (including those that he has caused to be made at his own expense). If the Tenant moves out on an earlier date, the Landlord shall be entitled to take possession of the rented property without pecuniary consideration for the purpose of performing maintenance works.

- a) The Tenant must return the rented property in a clean and tidy condition. The Landlord shall perform the thorough cleaning, in respect of which the Tenant shall pay a flat-rate sum of CHF 6.00 per m² rented surface area (balcony, cellar and attic spaces are ¼ attributable). A surcharge of CHF 3.00 per m² shall be imposed for textile floor coverings. If the cost of the overall cleaning exceeds the aforementioned rates, the surcharge for cleaning textile floor coverings may retrospectively be increased to CHF 6.00 per m². The cleaning flat rates shall be due for payment at the time of termination.
- b) The Tenant shall arrange the final cleaning himself. In this conjunction he undertakes to return the rented property together with its fixtures and fittings in a thoroughly cleaned condition.

Rectification of damage to the rented property or to the building caused by the Tenant, as well as minor repairs and upkeep or maintenance works pursuant to Fig. 8 above must be performed by the date of departure. After this date the Landlord shall be entitled to cause the respective damage and defects to be rectified at the expense of the Tenant.

Defects and damage for which the Tenant is required to pay, and which he has not recognised, must be reported to the Tenant immediately following the return of the keys or immediately following their discovery (OR 267 a).

12. Early departure

If the Tenant returns the rented property prematurely, he shall be liable for the rent, the service charges and the further tenant obligations, and he must compensate the Landlord for the additional costs he incurs in conjunction with the re-letting of the property. He may propose a reasonable, solvent substitute tenant to the Landlord.

Prior to his departure, the Tenant shall at the request of the Landlord provide a payment or security to cover the rent and service charges payable up until the next ordinary termination date.

If the Tenant is has fallen into arrears with the rent, and if circumstances (such as termination of the position of employment, removal of furniture) suggest that he has secretly abandoned the rented property, then the Landlord may once again dispose of the rented property. The Tenant shall be liable for the rent and for the service charges until the rented property has been let to a new tenant; the cost of clearing the rented property shall be imposed upon the Tenant.

13. Reporting obligation

The Tenant is obliged to report changes of marital status (marriage, divorce, death of the spouse) and changes of his address as well as of that of his spouse (e.g. in the event of separation) to the Landlord in writing within one month.

14. Contractual amendments

Contractual amendments must be made in writing in order to be valid.

15. Place of jurisdiction

The location of the rented property shall be deemed to be the place of jurisdiction for all disputes arising out of this Tenancy Agreement. The Conciliation Authority shall be recognised by both Parties within the meaning of OR Art. 274a, Letter e in respect of an amount in dispute of up to CHF 500.00.