

The Articles with a shaded background constitute the Framework Agreement in the French language of the Tenancy Agreement approved by the Federal Council, which has legal force in the cantons of Geneva, Vaud, French-speaking Valais, Neuchâtel, Fribourg and Jura with effect from 1st December 2001. They apply to all residential property with the exception of villas with 6 rooms and more, luxury apartments with 6 rooms and more and holiday apartments that are rented for three months or less.

I. DEADLINES - FAMILY ACCOMMODATION - INSURANCE

1 Deadlines, Rental Practices

- 1.1 Expiry as well as the notice periods for renewal and termination are specified in the Tenancy Agreement signed by the parties.
- 1.2 Notice is usually given for the end of the respective quarter of the Tenancy Agreement.

2 Method of Termination by the Tenant

- 2.1 Termination of the Tenancy Agreement by the Tenant must be made in writing. This is subject to the provisions of Article 4.2.
- 2.2 **by the Landlord**
Termination of the Tenancy Agreement by the Landlord must be made on the official cantonal form stipulated by the law. This is subject to the provisions of Article 4.3.

3 Early Termination by the Tenant (Article 264 Code of Obligations)

- 3.1 If the Tenant returns the property without observing the deadline or notice, period he shall notify the Landlord in writing, stating the date of return of the property and he shall at the very least introduce a solvent tenant who is willing to assume the Tenancy Agreement under the same conditions on the date on which the Tenant has stated that he intends to return the property.
- 3.2 In such a case, the Tenant shall give at least one month's notice for the middle or the end of the month.
- 3.3 If the Landlord raises justified objections to the applicant, he shall promptly notify the Tenant of the reasons for his refusal.
- 3.4 The Landlord is under no obligation whatsoever to accept the person proposed by the Tenant; the latter is then released from his obligation in this matter.
- 3.5 A tenant who intends to return the rented property before the appointed time undertakes to pay the Landlord the costs incurred.

4 Family Residence

4.1 Addition of the spouse or civil partner

- 4.1.1 If both spouses sign the declaration adding the other spouse within six months from the conclusion of this Tenancy Agreement, they will become joint tenants of the family residence, with the corresponding rights and obligations.
- 4.1.2 If the spouses are joint tenants, one copy of all notifications concerning the Tenancy Agreement, with the exception of its termination, may be sent in a single envelope to the address of the family residence.
- 4.1.3 If the Tenant subsequently marries, his wife may be added

to the Tenancy Agreement on the basis of a unilateral declaration signed by both spouses and sent to the Landlord within six months from the date of their marriage.

- 4.1.4 In the event of divorce, Article 121 paragraph 2 of the Civil Code applies.

- 4.1.5 Extract from Article 121 paragraph 2 of the Civil Code:
«The spouse who ceases to be a tenant is jointly and severally responsible for the rent until the expiry of the Tenancy Agreement or until the end of the notice period stipulated in the Agreement or the by the law, but in any event for a maximum of two years.»

- 4.1.6 The Tenant has an obligation to notify the Landlord in writing of any change to his marital status; he will not be permitted to take advantage of such an omission.

4.2 Termination by the Tenant (Article 266m CO)

If the subject matter of the Tenancy Agreement is a family residence, a married tenant may only terminate the Agreement in writing with the express consent of his spouse.

4.3 Termination by the Landlord (Article 266n CO)

- 4.3.1 At the request of the Landlord, the Tenant is obliged to provide the Landlord with full information about his marital status, his address and with the same information about his spouse, as well as all factual or legal separations.
- 4.3.2 The Tenant authorises the Landlord, if necessary, to make enquires at the relevant authorities about his marital status and address and enquiries about his spouse.
- 4.3.3 Notice to quit or other notices concerning the end of the Tenancy Agreement which are served upon the Tenant by the Landlord are not valid unless they are sent in writing in two separate envelopes to each spouse. Moreover, notice of termination of the Tenancy Agreement must be made on the official form.
- 4.4 This Article applies mutatis mutandis to civil partnerships.

5 Insurance

- 5.1 The Landlord and Tenant are obliged to take out insurance to cover the public liability which they assumes under this Tenancy Agreement.
- 5.2 The Tenant is moreover obliged to take out insurance cover for the specific risk of broken glass, wash basin, WC basin, bidet and ceramic plates.
- 5.3 The Tenant will take out full-value insurance at his own expense to cover the risks of fire, explosion and water damage, all his belongings and his own furniture that are in the property. He assumes sole responsibility for non-compliance with this obligation and fully indemnifies the Landlord.

6 Subletting ; Transfer (Article 262 CO)

- 6.1.1 If the Tenant wishes to sublet all or part of the property, he shall obtain the prior written consent of the Landlord, stating the terms and conditions of the sublet and providing the information required by the Landlord in accordance with Article 262 CO.application de l'article 262 CO.
- 6.1.2 The Landlord shall make a decision within thirty days from

receipt of the request.

- 6.2 The Tenant is not permitted to assign or transfer his Tenancy Agreement to a third party.

II. RENT AND GUARANTEE

7 Definition of Rent

If a payment on account is not agreed in addition to the rent, the incidental charges are deemed to be included in the rent.

8 Payment of Rent (Article 257c CO)

- 8.1 The rent, payments on account for the heating and the incidental charges are payable monthly in advance at the domicile of the Landlord or to his postal or bank account.

8.2 *Written reminder to the Tenant*

- 8.2.1 If the Tenant is more than ten days in arrears with a monthly payment and he has been sent a written reminder, which he has ignored, the Landlord may require the rent, payments on account for the heating and incidental charges to be settled three months in advance, from the month following the expiry of the deadline stipulated in the reminder.

- 8.2.2 Default interest of 8% is payable from the date on which the unpaid rent is due.

- 8.2.3 This is subject to the application of the provisions of Article 257d CO.

9 Sureties (Article 257e CO)

- 9.1.1 If the Landlord requires a financial guarantee, such guarantee shall not exceed three months' net rent.

- 9.1.2 The guarantee must be provided within thirty days from the signature of the Agreement, but at the latest when the Tenant takes possession of the premises.

9.2 *Deposit of the guarantee*

If the Landlord receives a guarantee, he shall deposit it within ten days in an account opened on behalf of the Tenant with a bank at the place where the property is situated. Likewise, if the Tenant draws up the guarantee himself, he shall draw it up in the same manner.

9.3 *Compensation*

- 9.3.1 The surety guarantees performance of the obligations of the Tenant towards the Landlord under this Tenancy Agreement or in the event of continued occupation of the rented property after expiry of the Tenancy Agreement.

- 9.3.2 The Tenant may not object to payment of the compensation with the guarantee constituted in accordance with the law for all his debts to the Landlord arising from the Tenancy Agreement.

9.4 *Return of the guarantee*

- 9.4.1 All or part of the sums or securities deposited as a guarantee may only be withdrawn with the signature of both the Landlord and Tenant or pursuant to a court ruling.

- 9.4.2 If legal proceedings have not been instituted within one year commencing from the date on which the Tenant vacated the premises which are the subject matter of the guarantee, the guarantee will automatically be released and the Tenant or his agent is permitted to take possession of the funds again.

III. INCIDENTAL CHARGES

10 Statement of incidental Charges

- 10.1.1 The Tenant is generally notified once a year of the percentage of incidental charges that are payable by him.

- 10.1.2 The statements, supporting documents and the cost apportionment table may be consulted at the premises of the Landlord for a period of thirty days from the date of this notification.

- 10.1.3 The balance in favour of the Landlord is payable within one month commencing from the notification date of the statement; the balance in favour of the Tenant will be reimbursed to him within the same period.

- 10.1.4 No interim statement will be issued or reimbursement made before the annual statement is published.

- 10.1.5 The costs are allocated according to pre-established criteria (volumes, surface areas, meters, thousandth shares in condominium ownership, fixed rates, etc.)

- 10.1.6 If the apartments or business premises are vacant, the Landlord may only charge the heating costs for these premises in accordance with the usual allocation criteria: this share is a third if it is home for two or three families; to a half, if it is a home for four to eight families; to two thirds if the buildings are larger or buildings that accommodate offices or business premises.

- 10.1.7 If the incidental charges are collected as a lump sum, they shall be based on the average amount calculated over a three-year period.

10.2 Costs of Heating and Hot Water Supply (Article 5, 6 and 6a of the Ordinance on Tenancy Agreements and Uusufructuary Residential and Commercial Leases (OBLF))

- 10.2.1 Only the actual expenditure that is directly related to the use of the heating system is shown in the accounts.

- 10.2.2 This is namely: expenditure on fuel and energy (even if they are supplied from a power station outside the building); the electricity used for the burners and pumps; the operating costs of alternative energies; sweeping the chimney and cleaning the heating system, scraping, lancing and lubricating the boiler as well as collection of waste and slag; periodic maintenance of the heating system, including the fuel-oil tanks and descaling the hot water system, water heaters and pipes; reading, providing statements and maintaining the appliances if heating costs are calculated individually; maintenance, the insurance premiums for the heating system; the administrative work involved in running the heating system.

- 10.2.3 The maintenance and administrative costs may be calculated on the basis of actual expenditure or charged at the usual rates.

- 10.2.4 However, this does not include the repair, refurbishment, interest charges and depreciation of the facilities.

10.3 Other incidental charges

- 10.3.1 Only the actual expenditure that is directly related to the use of the property (other operating costs as well as government taxes) may be taken into account.

- 10.3.2 They must be specified in the Tenancy Agreement.

- 10.3.3 They are namely: charges for the water supply and sewerage system, electricity and gas, charges for regular preventative lift maintenance, washing machine, tumble-drier, air conditioning and water softener, cable television licence fees, subscription and telephone communication services for the intercom system in the lift and at the entrance door of the building, charges and taxes for the communal aerial, wages and social security contributions for the caretaker and gardener, cleaning products, cleaning of the communal areas of the building, upkeep of the garden, charges and taxes for lighting in the communal areas,

charge for the collection and disposal of household refuse, administrative costs (5 % exclusive of tax).

- 10.3.4 The costs which the Tenant pays directly to the service provider or supplier (electricity for the apartment, telephone, local taxes etc.) are still payable by him even if this is not expressly stated in the Tenancy Agreement.

11 Payments on account

- 11.1 If the prescribed payments on account are unlikely to cover the incidental charges, the Landlord may readjust them at any time, using the official form to give thirty days' notice.
- 11.2 The Landlord may ask a tenant who moves into the premises after the date of the financial year-end to make additional payments on account to approximately cover the incidental charges until the next financial year-end.

IV. POSSESSION BY THE TENANT

12 Schedule of Condition (Article 256 and 256a CO)

- 12.1.1 The Landlord is obliged to surrender the property on the agreed date, in a condition that is appropriate for the use for which it has been rented.
- 12.1.2 When the Tenant takes possession, a schedule of condition comprising the inventory and list of fixtures and fittings is drawn up in two copies, in the presence of both parties who sign it there and then; they receive one copy each immediately.
- 12.1.3 It forms an integral part of the Tenancy Agreement.
- 12.1.4 At the request of the Tenant, the Landlord will send him a copy of the closing inventory of the previous tenant.
- 12.1.5 The Landlord shall inform the Tenant of any defects of which he is aware.

12.2 Inspection of the premises

- 12.2.1 The Tenant declares that he has visited the premises and accepts them in their current state of repair. Agreements to undertake specific works are made in writing.
- 12.2.2 The Tenant acknowledges that the premises are in a condition that is appropriate for the use for which they have been rented.

12.3 Address plaques

- 12.3.1 Address plaques, bells, letter boxes, etc., that are compatible with the model prescribed by the Landlord, are payable by the Tenant and shall be affixed by him within 30 days after taking possession.

V. HEATING AND HOT WATER SYSTEM

13 Service of heating and Hot Water System

- 13.1 The Landlord is responsible for the operation for the heating and hot water system (duration, temperature, method of allocating costs, etc.).
- 13.2 The Landlord will guarantee a normal temperature in the rented premises by means of the existing heating system, subject to reasonable ventilation of the premises by the Tenant.
- 13.3 The heating and hot water systems rely on the supply capacity and normal functioning of the systems.
- 13.4.1 If heating and/or hot water systems are installed in each apartment, the Tenant is responsible for the service charges and routine maintenance of all the systems.
- 13.4.2 The Landlord remains responsible for repairs, provided he owns the system.

- 13.4.3 The energy consumed by the individual systems is payable by the Tenant.

- 13.4.4 The Landlord will arrange regular descaling of individual water heaters, the costs of which are payable by the Tenant.

VI. USE AND MAINTENANCE OF THE RENTED PROPERTY

14 Use of the Rented Property

- 14.1 The Tenant is obliged to take due care of the premises and to keep them in a state of good repair.
- 14.2 He has the following specific obligations:
- to clean and restore the communal outbuildings and their approaches, which are soiled or damaged by himself or by persons for whom he is responsible
 - if he rents premises that look onto the street, sweeping, clearance of snow and black ice in front of its entrance and shop windows
 - clearance of snow and ice on the balconies, awnings, and verandas that form part of the rented premises
 - implementation of all suitable measures to prevent damage caused by ice and water
 - adequate ventilation of the rented premises (subject to written instructions to the contrary). Any damage caused by inadequate ventilation will be remedied at the expense of the Tenant
 - assumption of the costs of maintaining the electrical household appliances
 - assumption of the costs of sweeping the chimney in the living room
 - assumption of the costs of connecting and disconnecting radio/TV services
 - eradication at his expense of bugs, cockroaches, slugs, ants, rats, mice, insects, etc., as soon as he becomes aware of their appearance on his premises or appurtenant outbuildings, regardless of the origin of such pests.
- 14.3 Moreover, unless he has obtained the written consent of the Landlord, he is not permitted:
- to alter existing facilities or to install new facilities (washing machine, electrical household appliances, blinds, swimming pool, etc.)
 - to install additional locks or to replace existing locks
 - to lay new floor, wall and ceiling coverings
 - to sand and varnish the parquet floors
 - to install satellite dishes and other radio/TV aerials
 - to dry washing inside the rented premises
 - to carry out on the residential premises and garages, on a professional or occasional basis, a cottage-industry, industrial or commercial activities, without the written approval of the Landlord.

15 Minor Works Which Are the Responsibility of the Tenant

- 15.1 Pursuant to Article 259 CO, the Tenant shall remedy at his own expense the defects that can be dealt with by minor cleaning or repairs and are part of the regular maintenance of the property.
- 15.2 Minor works are considered to be the repair, replacement or maintenance of the following items:
- oven: baking trays, grills and attachments
 - cooker: ceramic plate or similar surface, attachments, buttons on the control panel, hot plates
 - microwave: all attachments
 - refrigerator: all attachments, including the inside door,

- freezer door and gaskets
 - freezer: all attachments, door gaskets
 - dishwasher: all attachments, all types of filters, door gaskets
 - washing machine: all attachments, filters of every kind, door gaskets
 - tumble-drier: all attachments, water collection tray, door gaskets
 - ventilation and hood: plastic baffle, filters, light fitting and light cover
 - shower: hose and shower head, crosspieces (gate valves, gaskets, valve bodies, anti-splash nozzles)
 - flushing cistern: bell gaskets, rod, operating system, float
 - WC: seat and cover
 - bidet: plug, crosspieces (gate valves), gaskets
 - taps/plumbing in general: crosspieces (gate valves), anti-splash nozzles, gaskets
 - straps, webbing and shafts of blinds
 - locks: unjamming and oiling of the mechanical parts
 - bells: push buttons
 - waste pipe: unblocking up to the main pipe
 - replacement of missing screws, fuses, starters, light bulbs, electrical socket covers and switch covers
 - broken panes
 - any other repairs, replacement or maintenance works that incur costs of up to Fr. 180.- for each intervention (index-linked from July 1st, 2008).
- 15.3 The Tenant will not be permitted to evade his obligations by claiming that the facilities which he is responsible for maintaining were not new when he took possession of the premises.

16 Damage Caused by the Tenant

In the event of damage caused to the premises and its fittings and fixtures by the Tenant, the latter will assume personal responsibility for the payment of such damage, regardless of his insurance cover.

17 Defects in the Rented Property (Article 256, 257g and 259 CO)

- 17.1 The Tenant shall notify the Landlord immediately of the defects which he is not obliged to remedy himself.
- 17.2 The Tenant will be liable for the loss that results from his failure to notify the Landlord.
- 17.3 The Landlord is obliged to maintain the property in a condition that is suitable for the use for which it has been rented, with the exception of minor cleaning and repair works that are part of the regular maintenance of the rented property and which are the responsibility of the Tenant.

18 Works Undertaken by the Tenant (Renovation, Alterations to the Property) (Article 260a CO)

- 18.1 If the Tenant wishes to renovate or make alterations to the rented property, he shall obtain the prior written consent of the Landlord and shall submit the alternation plans and projects to him.
- 18.2 The Landlord shall notify the Tenant of his decision within thirty days.
- 18.3 The Landlord may request the presentation of a guarantee for payment of the planned works.
- 18.4 Alterations, improvements or repairs must not adversely affect the safety, sanitation, appearance, or the value of the building.
- 18.5 They must also comply with the regulatory or official administrative requirements.

- 18.6 Compensation is not payable to the Tenant without a written agreement.
- 18.7 Notwithstanding the works undertaken by the Tenant, all the resultant fittings (gas, water, electricity pipes, tubes, wires, property plaques, frame mouldings, wallpaper, bells, locks, etc.) will remain in the building unless the Landlord reserves the right to require the premises to be restored to their former state.

19 Works Which Are The Responsibility of the Landlord (Article 260 CO)

- 19.1 The Landlord may renovate the property only where conscionable for the Tenant and the Tenancy Agreement has not been terminated.
- 19.2 If the Landlord wishes to renovate the property, he shall notify the Tenant in good time and at the earliest opportunity, except in an emergency, and shall give the Tenant the opportunity to express an opinion and/or request additional information.

20 Right of Inspection (Article 257h CO)

- 20.1 The Tenant shall permit the Landlord to inspect the property, provided such inspection is necessary for its maintenance, sale or subsequent letting.
- 20.2 Except in an emergency, when the owner has to visit or arrange visits to the rented premises, he shall give five days' notice to the Tenant and give due consideration to the interests of the Tenant.
- 20.3 This period of notice is reduced to twenty-four hours if the Tenancy Agreement is terminated early.
- 20.4 Such inspections may take place on any day of the week, except Sundays and public holidays.

VII. DEPARTURE OF THE TENANT

21 Return of the Rented Property (Art. 267 CO)

- 21.1.1 At the end of the Tenancy Agreement, the Tenant shall return the property in a condition that is compatible with the use specified in the Agreement, subject to local practices.
- 21.1.2 The Tenant will return the premises and outbuildings on the expiry date.
- 21.1.3 The appliances, fitted carpets, fixtures and fittings shall be cleaned thoroughly and all items removed (nails, stickers, etc.). The restoration work shall be performed according to the rules of the trade, unless such works are entrusted to professionals.
- 21.1.4 The Tenant shall surrender the keys of the apartment to the owner, including those keys that he has had cut. If he loses the keys, the Tenant shall assume the costs of changing the locks and keys that are necessary to keep the building secure.
- 21.2.1 A schedule of condition, also comprising the inventory and list of fittings and fixtures, is drawn up in the presence of both parties, which they sign there and then, in two copies: they receive one copy each immediately.
- 21.2.2 This schedule of condition is compiled in the empty premises where possible.
- 21.2.3 The Landlord is not permitted to refuse the property which is returned to him, even if it is not returned in good condition.
- 21.2.4 The return of the keys and the schedule of condition report signed by the parties do not per se release the Tenant from his obligations (rent and overdue payments, potential damage, etc.) towards the Landlord.

VIII. OTHER OBLIGATIONS

22 Cleanliness and Hygiene

In order to ensure maximum cleanliness, the Tenant is not permitted:

- to attract pigeons, gulls or other animals that are likely to soil the building
- to throw anything whatsoever (cigarettes ends, litter, etc) out of the windows and from the balconies, shake carpets, mats, brushes, brooms, dusters, etc. in the stairwell, from the windows and balconies.

23 Safety - Tranquillity - Appearance

It is in the interest of the tenants to cooperate in maintaining the neat appearance, tranquillity and safety of the building by observing the following rules:

- to avoid making excessive noise at all times (slamming doors, blinds, dancing, radio / TV, etc.)
- to respect the sleeping and rest times of the residents in the building ; all noise nuisance is prohibited between 10 p.m. and 7 a.m.
- to respect the house rules
- to close the doors at the specified times
- not to spoil the neat appearance of the building by hanging washing on the windows and balconies, placing bedding, furniture or any other items there
- not to dump goods or items that are likely to smell or cause damage to the building
- not to store anything (bicycles, motorbikes, skis, pushchairs, toys, boxes, furniture, footwear, bin bags, etc.) in the communal hallways, outbuildings, landings and stairways, pursuant in particular to the provisions of the fire authority; in the event of failure to observe this rule, the Landlord may remedy the situation at the expense of the Tenant
- not to use a naked flame in the attics and woodsheds and not to house anyone there
- to attach window boxes inside the balconies in a manner that prevents annoyance, damage or accidents
- not to upset the neighbours in any manner whatsoever (barbecues, smells, smoke, events etc.)
- not to misuse the technical facilities (lifts, garage doors, etc.)
- to prohibit children under 7 years of age, who are not accompanied by an adult, from using the lift.

24 Household Waste

The Tenant undertakes to observe the statutory provisions on waste disposal and the household waste regulations.

25 Pets

- 25.1 Pets are generally permitted in the property, provided they do not cause a nuisance to residents in the building.
- 25.2 The public liability insurance must include cover for keeping pets.

26 Laundry Room

- 26.1 The Tenant may use the laundry room and the drying room on specific days; he may only use the facilities for his personal needs.
- 26.2 He will keep the premises and appliances spotlessly clean and shall notify the Landlord of any defects.
- 26.3 Drying washing ad hoc anywhere other than on these premises is prohibited.

27. Absence of the Tenant

27.1 If the Tenant is absent, he is responsible for any damage due to his fault or negligence that occurs in the rented property or in an area of the building (in particular ice, water or gas leaks, fire, explosion, obstruction of the sewage pipes, gangways, chutes, falling items placed on the windows or balconies, etc.).

27.2 If access to the rented premises is essential to ensure the safety of the building and its occupants, and the Landlord is unable to wait for the Tenant to return, the Landlord is permitted to enter the rented premises. In such a case, the Tenant shall be notified at the earliest opportunity.

28. CD Shelters in the Cellar

If the authorities order the use of Civil Defence (CD) shelters, the Tenant shall promptly vacate his cellar and surrender it without compensation.

29 Signs

The written permission of the Landlord and, if necessary, the homeowners' association and/or the municipal authority is required to put up notices, signs, posters, billboards, etc.

30 Garden, Terrace

The Tenant will maintain the garden and terrace of which he has exclusive use, at his own expense. The Landlord reserves the right to arrange such maintenance at the expense of the Tenant, if their appearance spoils the building or the attractiveness of the neighbourhood. The Tenant shall comply with the statutory provisions.

IX. PARKING SPACE AND GARAGE

Obligations

31 The Tenant agrees to observe the following rules:

- to ensure that there are no obstructions to the approaches to the garage or the parking space, to clear the snow and do his utmost to prevent the formation of ice
- to keep the locking mechanism and the lock on the garage door in good working order
- to clear up at his own expense any leaks inside the garage as well as petrol traps
- to refrain from working on vehicles (lubrication, oil change, maintenance, etc.) on the car park or inside the communal garage
- to refrain from storing anything on the car park or inside the communal garage.

32 The Tenant agrees not to:

- park outside the boundaries of the rented parking space
- park in front of the entrance to the garages or inside the boundaries of the property
- keep wrecked vehicles as well as lorries, mobile homes, etc. on the parking spaces, unless agreed otherwise
- park inside the garage with the engine running (danger of exhaust fumes)
- slam doors, ignore warning signs, rev up the engine
- dump inflammables or hazardous substances
- use electricity with the exception of lighting
- leave the garage open
- wash his vehicle with a hosepipe inside or outside the garage, except in the carwash area if there is one.

33 Registration Costs

The Tenant shall pay the registration fee for the parking space (the serial number and/or the control number) depending on the model chosen by the Landlord.

34 VAT

If renting a parking space / garage is subject to VAT, the latter is payable in addition to the rent.

35 Responsibility

The Landlord disclaims all responsibility for any damage caused to vehicles on the property by third parties.

The undersigned declare by signing the Tenancy Agreement that they have read the General Terms and Conditions.

Date: Signature(s):