

## Lease Contract for Furnished Student Apartments / Studios

Block: \_\_\_\_\_ Ref.: \_\_\_\_\_  
Nature of premises: 1<sup>st</sup> / 2<sup>nd</sup> / 6<sup>th</sup>- floor apartment  
Lease commences: xx.xx.xxxx  
Official apartment number: XXXX

### Property:

Peter-Debye-Weg 13/15/17, 8093 Zurich

### Owner/lessor

Luzerner Pensionskasse  
Zentralstrasse 7  
6002 Lucerne

(hereinafter called **the Lessor**)

Represented by:

MIBAG Property Managers AG  
Bernerstrasse Süd 167  
8048 Zurich

### Lessee

XXXXXX  
XXXXX  
XXXX XXXXXX

(hereinafter called **the Lessee**)

The address of the leased premises is deemed to be the Lessee's correspondence address for the duration of the lease.

**1.) Lessee's details**

First name	_____	Surname	_____
Street	_____	Postcode / town	_____
Course	_____	Course begins	_____
Course ends	_____	Nationality	_____
Date of birth	_____	Marital status	_____
Mobile	_____	Language	_____
Email	_____		

It is up to the Lessee to obtain a visa and residence permit and to always keep study details up to date with the administration.

**2.) Leased premises**

Address of property:	_____	Block / Ref.:	_____
Property no.:	_____	Floor:	_____
Type of property:	<input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 6 <sup>th</sup> -floor apartment	(The leased premises are not a family home.)	
For shared use within the block (only with 2 <sup>nd</sup> & 6 <sup>th</sup> floor apartments)		Kitchen / dining area / shared lounge	
For shared use outside the block		Laundry / drying rooms / cellar no. <b>xx</b> Bike storage room / IV-WC on the ground floor	

The leased premises are furnished. The inventory and its condition are set down in the handover record. The subject of the lease is a room for the Lessee's exclusive use within an apartment block used by students. The apartment block is leased to several students (residential community, 2<sup>nd</sup> & 6<sup>th</sup> floor types).

**3.) Lease commencement, lease duration and termination**

The student apartments are leased only to students and preferably to students enrolled with ETH Zurich.

The lease contract has a minimum duration of 12 months, which lapse if the Lessee does not continue with the course. The lease contract has a duration of 5 years and ends on **XX.XX.XXXX**. The Lessee is obliged to hand in his notice by the above-mentioned date at the latest, observing the notice period. The Lessee is entitled to terminate the lease contract as at any month-end (except December), observing a 3-month notice period. The Lessee's rights lapse 3 months after de-registration or 5 years after the commencement of the lease at the latest.

Lease commences:	_____	Lease ends:	_____
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Notice dates: Any month (except December)  
 Notice periods: 3 months  
 Earliest termination: **XX.XX.XXXX**

The Lessee must give notice of termination to the Lessor in writing. It will be valid if it is received by the other party by the last day before the notice period at the latest.

#### 4.) Handover

The Lessor hands over the leased premises to the Lessee on the agreed date in a usable and clean state. There is no entitlement to as-new condition.

Unless otherwise agreed, the handover shall take place from 12.00 onwards on the day of the commencement of the lease. If this falls on a Sunday or a public holiday, the handover is postponed until the next local working day.

#### 5.) Rent / rent adjustments / ancillary costs

Payable <b>monthly</b> in <b>advance</b> on the <b>first of each month</b>		Monthly
<b>Net rent</b>		CHF 675.00 / 575.00 / 485.00
<b>Ancillary costs:</b>	Per Point 5.4 (fixed)	CHF 90.00 / 85.00 / 81.00
<b>Electricity:</b>	Per Point 5.5	CHF 24.00
<b>Internet use:</b>	Per Point 5.5	CHF 8.50
<b>Deposit insurance:</b>	Per Point 5.6	CHF 5.40
<b>Total gross rent</b>	Payable in advance	CHF 802.90 / 697.90 / 603.90

If the Lessee pays late, he is in arrears from the first day of the month. The Lessor is entitled to charge interest on arrears of 5% (from the due date onwards) and warning charges of at least Fr. 20.00 per warning and any associated charges. The rent is deemed to be for the leased premises and the use of the shared use of the shared facilities in their present state as known to the Lessee.

##### 5.1) Rent base

Country consumer price index:

97.7 points, as at September 2015  
Base Dec. 2010 = 100 points

##### 5.2.) Initial rent

The initial rent for the leased premises is CHF XX,XXX.00 net per annum as at the date of conclusion of the contract (see Point 5.) regardless of any variations in area. It may not be less at any time during the entire lease period.

##### 5.3.) Adjustment to the rent after commencement of the lease

The rent shown in Point 5. may be adjusted in line with the movement in the country consumer price index (LIK) and in fact in accordance with the following formula:

$$\frac{\text{Applicable net annual rent} \times \text{new LIK}}{\text{LIK at the last adjustment}}$$

= new net annual rent.

The Lessor is entitled to adjust the rent once per calendar year on the first of any desired month, observing a notification period of one month. The first adjustment of the initial rent will occur on XX.XX.XXXX.

Investment to add value and additional services by the Lessor and the cost of comprehensive overhauls entitle the Lessor, even during the fixed contract period, to increase the rent, applying a reasonable rate of interest, amortisation and maintenance within the framework of the law on leases. Such adjustments are to be notified to the Lessee on the official form, observing a three-month notification period, as at the first of any month.

#### **5.4.) Ancillary costs**

The ancillary costs are to be settled at a fixed rate without deductions and they cover the following items:

Heating costs:

- heating and hot water costs per Arts. 5 & 6a VMWG (Lease Regulations for Residential and Business Premises) in the context of remote heating supply consisting of
- service charge, labour charge and CO<sub>2</sub> costs and any conversion costs
- Domestic hot water generation, boiler descaling

Operating costs:

- Ventilation of the leased and shared rooms (all associated
- costs such as water, waste water, electricity, heating, service charge, operation, monitoring, consumables)
- shared-area electricity incl. generation from solar panels
- service charges, maintenance contracts and individual maintenance of lift, fire extinguishers, flat roof, pumps, emergency electricity supply units, building pipe and wire systems, building automation, energy monitoring system
- subscription and call charges for emergency telephone
- passing on alerts and alert monitoring charges
- water, waste water incl. standing charges in each case
- flushing sewers / water pipes
- cleaning pump shafts
- regular container cleaning, refuse collection (incl. standing charges) and other disposal costs
- caretaking
- lease and servicing of caretaking machines
- replacement of lighting
- cleaning the shared rooms and areas, windows inside and outside and outside blinds (incl. cleaning agents), glass skylight
- looking after the environs & maintenance of plant troughs
- removal of garden waste & disposal of garden overburden
- snow and ice removal incl. salt, grit
- maintenance and operation of signage system and advertising equipment
- monitoring and security
- Cablecom connection charges

#### **5.5.) Ancillary costs**

The cost of electricity used on the leased premises will be charged at actual cost. Monthly payments on account will be made for this. However, there will only be an adjustment for these costs if there is a variance of +/- 15%.

The cost of internet use is charged even if the internet is not used. This cost includes the basic internet provided by UPC-Cablecom with a speed of m 2 Mbit/s.

Nor does the rent include the licences and fees for telephone, internet, radio and television reception. The Lessee undertakes to register as appropriate for these and to pay for them directly.

The current payments in advance and fixed charges are based on estimates, so a recalculation will be performed after the first year of use. The payments in advance and fixed charges will then be revised in accordance with Point 5.

#### **5.6.) Provision of security (rent deposit / private liability)**

A rent security deposit of 3 months' gross rent shall be made for all the Lessor's claims arising from the present lease contract (rent and ancillary cost payments and compensation in the event of early contract termination). The security payment for the correct fulfilment of the lease contract is to be provided by deposit insurance with Zürich Versicherung. The Lessee is insured under a collective policy. The costs are passed on via the ancillary costs.

To cover any damage to the leased premises or abnormal wear, private liability insurance is required with cover for damage by the Lessee. The Lessee shall submit the insurance policy to the Lessor before handover of the leased premises.

## 6.) Copies of the contract

This contract has been produced in duplicate and it contains all the agreements made. Any amendment or supplement must be in writing to be valid. The lease contract does not become valid until signed in a legally valid manner by all the parties.

## 7.) Joint and several liability

The Lessee is jointly and severally liable for damage to the shared parts of the apartment blocks in so far as the person responsible for the damage cannot be held to account. Further details on this are given in the house rules.

## 8.) Jurisdiction / applicable law

The address of the leased premises is deemed to be the place of delivery (service) to the Lessee during the lease period. This lease relationship is subject exclusively to Swiss law. The parties agree the place of jurisdiction as the relevant courts local to the leased premises.

## 9.) Integral part of the lease contract

The following documents form an integral part of this lease contract and are also signed:

- House rules / user manual for student apartments and studios

Place, Date / Reference

The Lessor represented by:

**MIBAG Property Managers AG**

The Lessee:

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