

In order to promote an amicable relationship between lessors and lessees, the contracting parties agree to the following conditions. For the sake of simplicity only one form of the words „lessee“ and „lessor“ will be used in this contract.

The following terms & conditions paper concerns to:  
Primestay **Schweiz** AG & Primestay **Residence** AG  
Buckhauserstrasse 26, 8048 Zürich

### 1. Object of contract

1.1 Primestay provides the guest with the assigned rent object for private use.

1.2 On the number of persons agreed to in advance may lodge in a rent object.

1.3 The contract for lodgings, once concluded in writing, applies only to the rent object booked in advance and in the case of a possible change to a different rent object no new lodgings contract will be issued. Primestay can also supplement the existing contract with the prescribed extended duration in writing.

1.4 If we do not receive within 3 days the signed rental contract back, we reserve the right to rent the rent object to another tenant or make (rental price) adjustments to the contract.

1.5 No reservations can be made.

1.6 The valid rental price is the price of the day on which the registration documents were submitted.

### 2. Duration of contract and Payment

2.1 The start of the stay in lodgings will be stated in writing on the lodging contract.

2.2 The lodging contract can be extended with 1-month' notice (with no guarantee of availability and rental price). Failures to observe this notice period will be subject to billing according to the cancellation period. Primestay reserves the right in the event of a delayed notice to repay any compensation paid in advance.

2.3 The amount paid in advance is even owed if a – for whatever reason – is not occupied or would will be left before the enddate.

2.4 The amount for the duration of stay is due before start of occupancy. If the duration of stay is to be extended beyond the contractually specified period, the new amount is due in each case 7 days before the expiration of the period already paid for.

2.5 If the amount is not paid, Primestay reserves the right to change the lock and only give the guest the new key once the entire claim is paid. The private property will be removed from the rent object and likewise returned after payment of the entire claim (Storage of the private property at most 2 months).

### 3. Services

3.1 Primestay is obligated to provide the rent objects booked by the customer at the time agreed on and to perform the services promised.

3.2 In the event of overbooking Primestay reserves the right to postpone the start of the lodging contract to the next available date before the contract starts. Any claims to compensation for damages by the guest are excluded in this case.

3.3 The guest is obligated to pay the agreed upon prices for the duration of the stay and the others services he makes use of before the contract begins. The prices can be changed by Primestay, if the guest later requests changes to the number of rent objects booked and duration of stay and Primestay approves this change.

3.4 The agreed upon prices do **not** include the legally mandated sales and VAT taxes.

3.5 In addition to the rent object price, a security deposit will be charged by Primestay for the locking mechanism. It must be paid when the keys are issued.

### 4. Provisions for Cancellation

For unlimited contracts

4.1 Cancellations prior to commencement of the closed contract, after the signing of the registration form, will be charged to the customer with a reimbursement fee of CHF 500.00 plus VAT. According to the signing of the contract, the concluded contract provisions shall apply.

For temporary stay

4.2 In the case of cancellations after signing the registration form, the customer will be charged a compensation fee of CHF 500.00 plus VAT. After the invoice has been paid, no refund will be given.

For hotel guests (bookings by booking, airbnb, wimdu, our homepage or another booking platform form).

4.3 In the case of cancellations made after the booking or paid invoice, a refund will not be granted.

### 5. Hand-over and Special Liability

5.1 The hand-over of the specific rent object with the corresponding key will be done in consultation with guest.

5.2 The guest is liable to Primestay for all damages and loses that are caused by him or his assistants without Primestay being required to demonstrate culpability to the guest.

5.3 Primestay rejects any liability for theft of or damage to any objects, clothing or materials brought in by the guest.

### 6. Maintenance and Use

6.1 The guest is obligated to refrain from any improper use for the rent object and its furnishings. In the case of failure to heed this rule, Primestay has the right to assert any relevant liability claims against the guest.

6.2 On hand-over of the rent object, a key registry will be issued. Any keys that are lost during the lease period must be replaced by the lessee at own cost by the end of the lease period, at the latest. The lessor is entitled in such cases to change the locks and keys at cost to the lessee, if necessary, or to replace them. Any additional keys that are made must be given to the lessor when the lessee moves out.

6.3 With his signature in the lodging contract, the guest accepts the obligation to acknowledge the house rules and observe them. The house rules mentioned are posted in every rent object.

6. The guest is not permitted to rent out the specific rent object to third parties.

6.5 No pets are allowed.

### **7. Service**

7.1 Once a week the guest has the option of having towels and bedding exchanged. The prices are listed on the registration form.

### **8. Return**

8.1 The guest undertakes, by signing the contract, to hand over the single rent object on the last day of the agreed contract period, as agreed by Primestay.

8.2 In principle, the departure must be carried out on the check-out day before 10.00 am. The rent object key must be deposited at the indicated place of delivery. A fee of at least 200 CHF plus VAT will be charged if you don't leave the rent object or if you're late. Charges will be applicable for guests who are unable to access the rent object due to late arrivals.

### **9. Insurance Coverage**

9.1 The guest is not insured by Primestay against any risks arising from the stay (such as accident, illness, fire, theft, etc.).

### **10. TV-/ Radio Fees**

10.1 Primestay takes the cost for tv & radio fees (BILLAG) for the following locations:

- Schaffhauserstrasse 550, 8052 Zürich
- Rautistrasse 12, 8047 Zürich
- Oststrasse 51, 8500 Frauenfeld
- Lagerhausstrasse 6, 8400 Winterthur

### **11. Minor Maintenance**

11.1 The lessee is responsible for the small replacement of consumable material, cleaning and repair (so-called minor maintenance) necessary for the normal use of the rented property.

The following items are particularly important: consumables such as lamps or batteries in the rent object. All minor repairs which in individual cases do not exceed 1% of the net annual rent.

### **12. Dissolution of Contract**

12.1 Should the guest fail to meet or not wholly meet his obligations, violate the house rules or not meet a payment deadline, Primestay expressly reserves the right either to demand immediate payment of all still outstanding charges of whatever kind or to terminate all services.

12.2 If there is a materially justifiable grounds, e.g. violation of the house rules, Primestay is entitled to withdraw from the contract immediately.

12.3 In the case that Primestay justifiably withdraws from the contract, any claims for compensation for damages on the part of the guest are excluded.

### **13. Final Billing Statement / General Refund**

13.1 the final billing statement / general refund must be paid at the latest within three months after move-out. In justified cases this period can be extended to six months.

By abroad payments, the transfer fees will be deducted from the withdrawal amount or charged additionally.

### **14. Court of Jurisdiction**

14.1 Swiss law applies to this contract, namely the lodging contract.

14.2 The court of jurisdiction for any legal disputes that arise is the **city of Zurich**. Primestay is however entitled to assert its claims at its discretion also at the residence or domicile of the guest. Legally compulsory courts of jurisdiction remain reserved.