

General terms of the rental contract (GTC)

Casa Capricorn, Voa Garner 9, 7082 Lain, Switzerland

1. Scope of the GTC

The present terms of the contract apply exclusively to the rental contract in the version valid at the time of the reservation and apply to all business relations between the tenant and the lessor. The GTC are an integral part of the rental contract. For the sole reason of the simplification and increased readability, the following terms will take the male form but apply to both sexes.

2. Commencement

The present contract shall not enter into force until the signed contract is in the possession of the lessor and the agreed down payment or rental fee has been received by the lessor. If the deposit or rental price does not occur until the mutually agreed date the lessor has the right to rent the property without further notice and without being required to offer further accommodation.

3. Prices & Payments

The prices on the website are issued exclusively in Swiss Francs and include the rent, the cost of electricity, water, and heating. Not included are the visitor's tax and the final cleaning. The amount of the visitor's tax is determined by the current tariffs of the vacation region Lenzerheide. The billing of the visitor's taxes is made by the lessor. The final cleaning is charged at a flat rate and is compulsory. The payment of all services is accepted exclusively in CHF and is to be transferred to the lessor free of charge. The lessor reserves the right to change prices at any time. The lessor declines any liability for incorrectly listed prices on their own homepage as well as on the websites of any external advertising agency. Mandatory rental rates are available by email or telephone. Upon conclusion of the contract, 30% of the rental price will be due. The remaining 70% as well as the visitor's tax and the final cleaning must be at the latest 30 days before the start of the rental period. For short notice contracts agreed upon less than 30 days prior to the rental period, all (100%) of the rental payment is due.

4. Reservation and contract

The reservation request is free of charge and without obligation. The contract shall enter into force: (a) if the latter is signed on both sides of the lessor. and b) if the agreed down payment at the lessor has arrived. If the conditions a) or b) are not fulfilled, the lessor reserves the right to rent the accommodation elsewhere.

5. Arrival and departure

Arrival and departure are normally Saturday.

Arrival at 4 P.M.

Departure 10 A.M.

Unavoidable deviations from these times need to be reported reasonably (more than three days) in advance of arrival. The exchange of house key is to be arranged at least 24 hours in advance. Should the apartment be left after the departure time, the tenant will be charged an additional rental day.

6. Transfer of rental property

The rented accommodation is given to the tenant in a clean and contractually usable condition. Should defects or an incomplete inventory be found during the transfer of the accommodation, the tenant must report this without delay, otherwise it is assumed that the apartment was transferred in flawless condition.

7. Use

The rental property is to be used carefully. The tenant is required to comply the House Rules, and act in consideration of the other in-house residents and neighbors. The rental contract defines the maximal number of people using the rental property (children included). It is not allowed to sublet the accommodation. Neither smoking nor pets are not allowed in the apartment. Cleaning of kitchen equipment, crockery and the cutlery is the tenant's responsibility and is not included in the final cleaning fee. The dishwasher must be left empty. The ashes must be removed from the fireplace. Only cool ashes may be put in the garbage. All waste must be disposed of by the tenant.

8. Return

At the end of the rental period, the rental property is to be left in tidy condition, together with the complete inventory. The tenant will be held liable for damage to the rental property or missing inventory. Linens and towels are to be left in the bathtub.

9. Due diligence and damages

We ask the tenant to take care of the apartment and its facilities. The tenant acknowledges the House Rules and grants the lessor the right to inspect the apartment at any time during the rental period. Both mobile and immobile amenities (furniture, appliances, etc.) are the responsibility of the tenants during the rental period. Damage due to improper handling or improper use will be charged. The tenant is thus required to do everything to leave the rental property as it was at the beginning of the rental period. The tenant must report all necessary repairs to the lessor without delay. Unauthorized repairs carried out by the tenant will not be accepted by the lessor. Missing, abnormally worn or damaged items will be charged to the tenant at the daily rate.

10. Cancellation

If the tenant fails to appear, payments are non-refundable. It is the tenant's responsibility to obtain a cancellation insurance. The owner reserves the right to full payment of the rent. In case of late arrival or early departure the tenant remains liable for the full payment of the rent.

11. Miscellaneous

A liability insurance is the responsibility of the tenant. The tenant must have a valid liability insurance. The tenant has to disclose the liability insurance company as well as the policy number upon signing the rental contract. The tenant may neither use the rooms outside of their purpose, nor place drawings or additional items without express agreement from the lessor. For objects and circumstances outside the sphere of power of the lessor (electricity and water supply, etc.) the lessor will not be held responsible. The final cleaning is a normal cleaning of the apartment. Damaged furniture, wax or alcohol stains on carpet, flooring, or furniture, shoe imprints on the walls or other malicious defilements are not included in the rental price, and will be billed separately to the tenant.

12. Shared Liability

If several tenants have signed the contract, all signees are liable for all Liabilities arising from this contract.

13. Applicable Law and Jurisdiction

Insofar as a legal relationship between the tenant and the lessor exists, the law applicable to this relationship is exclusively Swiss Law. In order to settle disputes concerning the interpretation, execution or non-execution, or application of the terms of this rental contract, the tenant recognizes the lessor's jurisdiction as solely valid.

The GTC are an integral part of the rental agreement. With Signing of the rental agreement, the tenant accepts the GTC.

[Download the GTC](#)

Regensdorf, 19th of July, 2017