

General Rental Agreement for Art-Box Student Rooms Staffelnhofstrasse 7

1. Contracting Parties

Landlord Frye GmbH, St.-Karli-Strasse 71 b, 6004 Luzern
Represented by Urban Frye

Tenant Name _____
E-mail _____
Mobile number _____
Nationality _____
Language _____
Date of birth _____
Name of college/university _____
Enrolment number _____
Main instrument _____
Emergency contact address _____
Surname and first name _____
Address _____
Town or city/country _____
E-mail _____
Telephone number _____

It is the responsibility of the Tenant to ensure they have a visa and residence permit, and to ensure that administration have up-to-date study data at all times.

2. Rental property

The rental property is Staffelnhofstrasse 7/room

Shared use, garden, rehearsal room with equipment, laundry room, cellar storage room, bicycle storage, communal areas, WiFi.

The rental object is partly furnished. The inventory and the condition of the inventory shall be recorded on the handover report.

3. Start of tenancy, term, termination

Start of tenancy: 1 September 2020

The tenancy shall run for an unlimited period of time

The notice period is 3 months

Notice date: at the end of each month, except for 31 December.

4. Rent and incidental costs

Monthly rent: CHF 500

Of which incidental costs: CHF 150/month

Incidental costs are settled as a fixed fee without billing and include the following:

- Heating
- Hot water
- Water/waste water
- WiFi
- General maintenance
- Electricity
- Lift (maintenance)
- Building maintenance
- Use of rehearsal room with equipment

The cost of waste disposal are not included in the rent. Bags or labels required for disposal must be bought and used.

Payable in advance on the first of the month.

The Tenant is in default if this is not paid by the end of the first of the month. The Landlord is entitled to charge the Tenant default interest of 5% (from the deadline) as well as reminder fees of a minimum of CHF 20 per reminder, in addition to other related expenses. The rent is for the rental property and the shared use of the communal facilities in the current state known to the Tenant.

If the Tenant withdraws from the Rental Agreement concluded before moving into the rental property, they shall owe administration a processing fee of CHF 300.

The house rules, general conditions and key list are an integral part of this Agreement and are accepted on signing the Rental Agreement.

5. Rent reservation

(Article 18 of the Ordinance on Rent and the Rental of Living Space and Offices [Verordnung über die Miete und Pacht von Wohn- und Geschäftsräumen, VMWG])

The Tenant takes note that the Landlord does not currently earn legally permissible income as a result of the contractually agreed rent (Article 269 [f] of the Swiss Code of Obligations [Obligationenrecht, OR]).

6. Rental deposit

The Tenant shall pay a deposit of one month's rent to the deposit account on signing the Agreement.

7. Condition of enrolment

- The Tenant confirms that they are enrolled at a school of music or a comparable institution or that they will start their studies at a school of music or a comparable institution the following semester.
- The rental property may only be occupied by one person.
- The rental property may not be sublet without the Landlord's explicit consent.
- The Tenant must move out of the apartment no later than three months after they are no longer enrolled in the school. They are obliged to submit notice of termination in good time leading up to enrolment coming to an end. If the Tenant does not terminate the Rental Agreement in good time, the Landlord may terminate the Agreement once the Tenant is no longer enrolled in the school. If enrolment has already come to an end, the Tenant shall pay a surcharge of CHF 200 for each month in which they were/are not enrolled. In such cases, the notice period is two weeks (OR, Article 266 [e]).

8. Key

If a key has been lost or if not all keys are returned to the Landlord when moving out, the Landlord is entitled to have the relevant keys and any corresponding locks changed or replaced at the expense of the Tenant.

9. Smoking

Smoking is completely banned throughout the entire building. Designated smoking areas on terraces and in the garden are to be used.

10. Pets

Pets are not allowed without the Landlord's explicit consent.

11. Access to the rental property by the Landlord

The Landlord or an agent authorised by the Landlord may enter the rental property to check its condition and to make necessary repairs during normal visiting hours after giving prior notice of this.

If the Rental Agreement is terminated, the Landlord or agent authorised by the Landlord is entitled to view the rental property together with prospective tenants during normal visiting hours after giving prior notice of this, even if the Tenant is not there.

If the Tenant will not be there for a longer period of time, they must ensure that the Landlord's rights can be exercised. In cases of urgent danger, the Landlord is permitted to enter the rental property without prior notice and if the Tenant is not there.

12. Return of the rental property and final cleaning

Once the tenancy comes to an end, the Tenant is required to completely vacate the rental property and return it fully cleaned. All keys must be returned to the Landlord. Damage to

the rental property culpably caused by the Tenant must be remedied. After handing over the rental property, final cleaning may be carried out at the Tenant's expense if required.

13. Place of jurisdiction/applicable law

The rental property's address shall be deemed to be the Tenant's point of delivery for the tenancy. This tenancy is subject to Swiss law. The Parties shall agree upon Lucerne as the place of jurisdiction.

14. Integral parts of the Rental Agreement

The house rules, general conditions and key list are an integral part of this Agreement and are accepted on signing the Rental Agreement.

Two copies of this Agreement have been made. It is only legally valid if signed by all Parties.

Place, date

Place, date

Lucerne, 28/07/2020



The Tenant

The Landlord

Account details: Frye GmbH

Deposit: Account CH74 8120 3000 0516 8060 4

IID (BC no.): 81203

SWIFT-BIC: RAIFCH22

Rent: Account CH89 8080 8007 0515 2311 2

IID (BC no.): 80808

SWIFT-BIC: RAIFCH22