

# Free sublease contract template for Switzerland



We're happy to provide this rental contract template for a sub-lease free of charge.

If you are still looking for the right sub-tenant, simply list your property on our website free of charge:

>> [www.ums.ch](http://www.ums.ch)

**UMS Ltd.**  
**Temporary Housing Switzerland**  
**Your specialist for furnished  
apartments & temporary housing in  
Switzerland.**

We will be happy to support you, take care of the paperwork for you and check your subtenant.



# Sublease Contract for Switzerland

## I Parties to the contract, contact persons & residents

### Landlord / sublessor

First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### Substitute of Landlord / sublessor

First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### Subtenant

First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### House owner / administration

Company	
First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### Further residents

First & last name		Date of birth	
First & last name		Date of birth	
First & last name		Date of birth	
First & last name		Date of birth	

## II Object & estate (tick applicable items and add items if necessary)

<input type="checkbox"/>	room apartment	on	<input type="checkbox"/>	floor	<input type="checkbox"/>
<input type="checkbox"/>	room house	Estate (address)			
Other object					
For use / sharing (tick applicable items, cross out non-applicable items)					
<input type="checkbox"/>	Garden and / or patio	<input type="checkbox"/>	only for shared use with		
<input type="checkbox"/>	Parking facilities/garage	<input type="checkbox"/>	only for shared use with		
<input type="checkbox"/>	Laundry room and/or washing machine/tumble drier	<input type="checkbox"/>	only for shared use with		
<input type="checkbox"/>	Cellar	<input type="checkbox"/>	only for partial use		
The following domains are not sublet					
<input type="checkbox"/>		<input type="checkbox"/>			
<input type="checkbox"/>		<input type="checkbox"/>			
<input type="checkbox"/>		<input type="checkbox"/>			

### III Rent & deposit

The monthly rent (incl. charges) is

CHF

incl. electricity (please tick if this applies)

The rent has to be paid to the following account in advance on the 26th day of the previous month at the very latest.

Bank

Clearing No.

Account No./IBAN

SWIFT/BIC

Account holder

The first and the last monthly rent (i.e. two monthly rents) has to be paid before the handing over of the apartment. The rent for the next months has to be paid on the 26th day of the previous month. Since two monthly rents have already been cleared before the beginning of the rental period (the first and the last payment), the payment of the rent for the last month is dropped.

If the apartment is rented out for a short period (up to 3 months), then it makes sense to ask the rent for the entire rental period at once and in advance. Please tick the corresponding box if you have agreed so with the subtenant.

The rent has to be paid for the entire rental period before moving in

Total CHF

The rent deposit consists of

CHF

You can obtain more information including the rental surety account number from the subletter.

### IV Duration of the sublease

Please tick only one of the three options!

#### 1. Temporary sublease *WITHOUT* the possibility of giving notice

The sublease contract begins on

(date)

and lasts until

(date)

The sublease contract is terminated without giving notice. The possibility of a renewal is – unless both parties have agreed otherwise – excluded. The landlord relies on being able to reclaim the sublet housing space after the sublease contract has expired.

#### 2. Temporary sublease *WITH* the possibility of giving notice

The sublease contract begins on

(date)

and will last at the very latest until

(date)

The sublease contract is terminated without notice. The possibility of a renewal is – unless both parties have agreed otherwise – excluded. The landlord relies on being able to reclaim the sublet housing space after the sublease contract has expired.

It is possible to give notice at the end of every month. For apartments, a three-month period of notice is necessary; for furnished single rooms, a two-week period of notice is necessary (= legal period of notice).

Earliest possible notice on (date) possible

(date)

#### 3. Sublease contract for an indefinite period of time

The sublease contract begins on

(date)

and is rescindable with a three-month period of notice for apartments and a two-week period for furnished single rooms (= legal period of notice) at the end of every month.

Earliest possible notice on (date) possible

(date)

### Legal requirements in the case of termination

1. In the case of notice, the landlord must use the official notice form (available at the community where the rental object is situated). Swiss Code of Obligations OR art. 266f
2. If the rental object is sublet to a married couple (or to a couple with a registered partnership), then the notice respectively the beginning of a payment period with threat of notice (art. 257d) has to be sent separately to each partner. Swiss Code of Obligations OR art. 266n
3. A notice is considered delivered on time if it reaches the counterparty at the very latest on the last day before the start of the notice period or if it is ready for collection at the post office.

## V Liability, rights and obligations of the subtenant

- The subtenants undertake to treat the items ceded for use (living space and furnishings) with care and consideration and to make sure that they are not interfered with or damaged. The rooms, including furniture, shall be left in the same condition in which they were found.
- In the case of a conclusion of an apartment hand-over protocol, the conclusion shall be included in this contract.
- The property is to be used exclusively for residential purposes. Excluded from this are activities without external impact (without receiving customers), such as occasional use as a home office.
- Instructions concerning the house rules from the owner, the administration as well as from the janitor must be followed.
- The keeping of pets requires a permit. Subtenants who want to keep a pet must request the permit from the subletter in writing before the contract is concluded resp. before bringing in the pet.
- If the subtenants are absent for a longer period of time, they must ensure that the housing space is accessible by giving a key to a trusted third party. This third party must be known to the owner respectively administration (and ideally to the janitor).
- If founded complaints are made by the other tenants of the building, by the owner, the administration, or by the janitor, then the subletter is entitled to give premature notice.
- If the property is damaged, the subtenants must immediately inform the subletter or his substitute. In urgent cases, the owner, the administration or the janitor must be notified. The subtenants are held responsible for damages which occur from belated notification.
- The subletter or his substitute may gain access to the property mentioned above. The subtenant must allow the subletter to enter the housing space within a week after he has asked to access it. If the subtenant refuses entry, the subletter is entitled to dissolve the sublease contract without delay.
- The subtenant is liable to the subletter for all obligations stated in the sublease contract (rent payments, damage, etc.). If there is more than one subtenant, these subtenants shall be conjointly liable.
- The subtenant's furniture remains on the rooms of the property and may not be removed.
- If the subtenant is given access to the sublessor's Internet connection, the subtenant undertakes to adhere to applicable law when using the Internet and acknowledges that the use of the Internet network is at their own risk and that the sublessor accepts no liability for potential consequences of Internet use (e.g. transfer of harmful software, etc.). The subtenants are responsible and must cover costs incurred for data transferred via the Internet network provided, fee-paying services used via said network and transactions performed. You should also ensure your subtenant does not use the Internet network to access or disseminate indecent or illegal content, violate copyright laws and, particularly in this context, use any file sharing networks which violate copyright laws.

## VI Furnishing & keys

The housing space is furnished with the following furniture (brief description of the inventory):


**Keys** (tick applicable items)

<input type="checkbox"/>	See apartment hand-over protocol	<input type="checkbox"/>	Will be handed out on the hand-over of the apartment
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The subtenant is not allowed to make duplicate keys or hide or "safeguard" them. If a key or several keys are lost, then the landlord is entitled to change the locks in question and charge the subtenant for the new locks and keys.

## VII Cleaning

The basic rule is that the apartment is given back in the same state of cleanliness in which it was received. The varying standards of cleanliness are therefore valid when an apartment is handed over and when it is given back.

<input type="checkbox"/>	<b>Standard</b>	Whole apartment, windows, balcony etc. thoroughly cleaned (recommended)
<input type="checkbox"/>	<b>Complete cleaning</b>	Degree of cleanliness the same as with a normal apartment hand-over; whole apartment, windows, balconies, screens, cellar etc. very clean
<input type="checkbox"/>	<b>Well-swept</b>	Vacuum-cleaning, cleaning of kitchen, bathroom and toilet, waste disposal
<input type="checkbox"/>	<b>Other</b>	

**Cleaning when the apartment is given back will be done by the**

<input type="checkbox"/>	Subtenant
<input type="checkbox"/>	Landlord
<input type="checkbox"/>	Cleaning company

**Charging the subtenant for the cleaning costs**

<input type="checkbox"/>	No charges if the housing space is clean
<input type="checkbox"/>	All-inclusive CHF
<input type="checkbox"/>	On a time and material basis

### VIII Binding to the main lease contract

This sublease contract is bound to the conditions of the main lease contract. Should these conditions change during the subtenancy, then the changes are valid for this contract, especially if the changes affect the rent (increase and reduction) and/or the termination. Should the main lease contract be terminated for whatever reason, then this sublease contract shall end without exception.

### IX Further agreements


### X Validity

This contract only becomes binding for the landlord (even after it has been signed by both parties) when the first payment (rent for the full rental period resp. two monthly rents) are available in cash or are credited to the bank account of the landlord in due time.

In due time means:

- at least ten work days after both parties have signed the contract if the period of time between the signing of the contract and the beginning of the rental period is a month or longer
- at least five work days after both parties have signed the contract if the period of time between the signing of the contract and the beginning of the rental period is less than a month
- in every case before the keys are handed over

The landlord must inform the subtenant within five work days if he/she wants to withdraw from the contract due to a belated payment. However, he/she is entitled to remain a party to the contract even if the payment was received belatedly.

**Procedure in the case of a non-immediate signing of the sublease contract** (e.g. if the contract is mailed)

#### 1. If the landlord signs the contract first

If this contract is not signed immediately by both parties, then the contract signed by the landlord is valid as an offer to conclude a sublease contract until the date indicated on the right:	Offer valid until

If the landlord does not receive the countersigned contract by this date, then the landlord is not bound by the contract anymore.

If the sublease contract signed by the subtenant reaches the landlord behind schedule, then the landlord notifies the subtenant within five work days that he/she has refused the validity of the sublease contract due to the delayed signature or delivery. However, he/she is entitled to accept the sublease contract even if it is delayed.

#### 2. If the subtenant signs the contract first

If this contract is not signed immediately by both parties, the contract signed by the subtenant is valid as an offer to conclude a sublease contract until the date indicated on the right:	Offer valid until

If the subtenant does not receive the countersigned contract by this date, then the subtenant is not bound by the contract anymore.

If the sublease contract signed by the landlord reaches the subtenant behind schedule, then the subtenant notifies the landlord within five work days that he/she has refused the validity of the sublease contract due to the delayed signature or delivery. However, he/she is entitled to accept the sublease contract even if it is delayed.

### XI Place of jurisdiction & applicable law

The place of jurisdiction is located at the place of the rental object. As far as this contract does not stipulate otherwise, the Swiss Code of Obligations (Obligationenrecht OR) is valid.

### XII Signatures

Landlord		Subtenant/s	
Place and date		Place and date	

## Instructions for filling out the sublease contract

Please read our "Tips & Tricks for subletting" as well as the section "The right way to sublet" on our page [www.ums.ch](http://www.ums.ch).

### >> [The right way to sublet](#)

#### Point I: Parties to the contract, contact persons & residents

Fill in the complete address, phone numbers and e-mail addresses of landlord, subtenants and possible substitutes. If the subtenant does not have a stable address in Switzerland, then it is recommended to demand a copy of his/her ID as well as the address of his/her employer in Switzerland.

Please also mention the names of every resident.

Inform your substitute about his/her competences and give him/her a copy of the sublease contract.

#### Point II: Object & estate

Here, you should state which housing space exactly is being sublet (for example, "three-room apartment, third floor on the left"), where the estate is (address and administration of the estate), what can be used and how you want to hand over the keys. Be clear if you are only subletting parts of the apartment, and reduce the rent on a pro-rata basis.

#### Point III: Rent & deposit

Fill in the rent amount (incl. charges) and decide how the money should be paid. Indicate if the electricity is included in the rent (electricity is not included in basic charges).

The regulation concerning payment in advance is a suggestion of UMS Temporary Housing. It has proven its worth; however, you are free to decide which type of payment suits you (for example, no prepayment at all, or prepayment of the rent for the whole term of lease), as long as the subtenant is in agreement.

#### Point IV: Duration of the sublease contract

Indicate with a cross which type of sublease you have in mind; either a temporary sublease with or without the possibility of giving notice, or a sublease contract for an indefinite period of time (only one is possible!). As a rule, sublease contracts for a definite period of time are not rescindable. However, you can agree on the possibility of giving notice (this is advisable in the case of longer periods of sublease). If you wish to do so, tick this option. Furthermore, it is possible to define the earliest possible date for giving notice. That way, you can ensure that the minimal duration of the contract which was defined by you will be guaranteed.

#### Point V: Liability, rights and obligations of the subtenants

You can either add or cancel terms under this point.

#### Point VI: Furnishing & keys

Here, the furnishing should be described briefly, so that the subtenant knows how the apartment is furnished when he/she arrives. A detailed list of the existing furnishing and its condition can be compiled with the help of the apartment hand-over protocol (available for free at UMS Temporary Housing or [www.ums.ch](http://www.ums.ch)) while giving over the apartment.

### >> [Downloads](#)

#### Point VII: Cleaning

Agree on how you intend to clean the apartment when you give it back. The "standard" option is most common. It might be useful to inform people who do not reside in Switzerland on cleaning-related customs.

#### Point VIII: Main tenancy agreement and binding (cannot be modified)

#### Point IX: Further agreements

This point will help you to record further agreements, such as "water plants" or "no domestic animals" etc.

#### Point X: Validity

Carefully ensure that the payment of the two monthly rents, which the subtenant must pay in advance, arrives on time. React within due time if this is not the case.

If you do not sign the contract in the presence of both parties, then it is important to set time limits which state very clearly for how long you or the subtenant are bound to the offer. It is also important that you react within due time if the countersigned contracts do not arrive on time.

#### Point XI: Place of jurisdiction & applicable law (cannot be modified)

Please make sure that the contract which you keep displays the original signatures of all members of the other party (joint liability). Do not keep the original in the housing space which you are subletting.