

# Sublease Contract

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

### Landlord / subtenant

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

### Substitute

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

### Subtenant

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

### House owner / administration

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

### Cohabitants

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"/>	Apartment with rooms	on	<input type="text"/>	floor	<input type="text"/>
<input type="checkbox"/>	House with rooms	Estate (address)			
<input type="checkbox"/>	Other object	<input type="text"/>			
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="text"/>	
<input type="checkbox"/>	Parking facilities/garage	<input type="checkbox"/>	only for shared use with	<input type="text"/>	
<input type="checkbox"/>	Laundry room and/or washing machine/tumble drier	<input type="checkbox"/>	only for shared use with	<input type="text"/>	
<input type="checkbox"/>	Cellar	<input type="checkbox"/>	only for partial use	<input type="text"/>	
The following domains are not sublet					
<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>		

### III Rent

The monthly rent (incl. charges) is	CHF
<input type="checkbox"/>	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		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 we recommend 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 sublessee.

<input type="checkbox"/>	The rent has to be paid for the entire rental period before moving in	Total CHF
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Further regulations concerning the payment of the rent are listed under point X, paragraph "Validity".

### IV Duration of the sublease

Please tick only one of the three options!

<input type="checkbox"/>	<b>1. Temporary sublease <i>without</i> the possibility of giving notice</b>		
	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.

<input type="checkbox"/>	<b>2. Temporary sublease <i>with</i> termination possibility</b>		
	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)
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<input type="checkbox"/>	<b>3. Sublease contract for an indefinite period of time</b>		
	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)
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### Legal requirements in the case of termination

1. In the case of notice, the landlord has to use the official notice form (available at the community where the rental object is situated). Swiss Code of Obligations OR art. 266l
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 subtenant promises to take care of housing space and furniture and to hand everything over in the identical condition in which the house or apartment was before the change of occupants (incl. final cleaning).
- In the case of a conclusion of an apartment hand-over protocol, the conclusion shall be included in this contract.
- The house rules must be abided by and instructions from the owner, the administration as well as from the janitor must be followed.
- If the subtenant is absent for a longer period of time, he/she must ensure that the apartment 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 landlord is entitled to give premature notice.
- If the object is damaged, the subtenant must immediately inform the landlord or the landlord's substitute. In urgent cases, the owner, the administration or the janitor must be notified. The subtenant is held responsible for damages which occur from belated notification.
- The landlord or his/her substitute may gain access to the apartment mentioned above. The subtenant must allow the landlord to enter the apartment within a week after the landlord has asked to access it. If the subtenant refuses entry, the landlord is entitled to dissolve the contract without delay.
- In the case of more than one subtenant, the subtenants will be held jointly liable.

## 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"/>	UMS Temporary Housing or a 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 <input type="checkbox"/> CHF
<input type="checkbox"/>	On a time and material basis

## VIII Main tenancy agreement and binding

This sublease contract is bound to the conditions of the main tenancy agreement. Should these conditions change during the subtenancy, then the changes are valid for the sublease contract, especially if the changes affect the rent (increase and reduction) and termination. Should the main tenancy agreement be terminated for whatever reason, then the 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 two monthly rents (total amount CHF) which have to be paid by the subtenant 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 sublease 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 the "General information for housing space providers" (available at UMS Temporary Housing or on [www.ums.ch](http://www.ums.ch))

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

Fill in the complete address, phone numbers and e-mail addresses of landlords and 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 co-habitant (except for close family members) when you sublease your object to a sublessee found by UMS. This is important since the UMS insurance only covers sublessees and co-habitants mentioned in the sublease contract.

Inform your substitute about his/her competences and give him/her a copy of the sublease contract. If you do not have access to e-banking, it is recommended that you redirect your bank correspondence to your substitute so that he/she can detect any possible belated payments on time.

### 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 very clear if you are only subletting parts of the apartment, and reduce the rent on a pro-rata basis.

### Point III: Rent

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.

### Point VII: Cleaning

Agree on how you intend to clean the apartment when you give it back. We advise you to agree on the "standard" option. 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.