

Apartment offer mandate - ART Basel 2010

Personal details

Company	Telephone private
Name	Telephone business
Surname	Mobile
Street	Fax
Postal Code/ City	E-Mail
Which is your contact telephone number during the ART Basel 2010 (16 until 20 June 2010)?	

I offer

- | | |
|---|---|
| <input type="checkbox"/> ___ room apartment | ___ rooms with ___ single and ___ double beds |
| <input type="checkbox"/> ___ room Haus | ___ rooms with ___ single and ___ double beds |
| <input type="checkbox"/> Separate room / mansard | ___ rooms with ___ single and ___ double beds |
| ___ number of keys for subtenant | <input type="checkbox"/> beddings are available for alle beds |
| <input type="checkbox"/> fully furnished for max. ___ persons | ___ min. to exhibition with public transport (door to door) |
| <input type="checkbox"/> kitchen equipped ___ persons | ___ minutes to exhibition with taxi (door to door) |
| <input type="checkbox"/> Towels for ___ persons | ___ minutes to exhibition on foot (door to door) |

Adress of real estate			
District / area		Size ca. in m ²	
Floor	<input type="checkbox"/> Elevator	<input type="checkbox"/> Quiet	<input type="checkbox"/> Especially bright
earliest move in date*	Latest move out date*		

* ART Basel 2010 is taking place from 16th until 20th of June 2010. In the most cases the seekers are happy to arrive a few days earlier and to leave the apartment a few days later.

Monthly rent, you are paying yourself (if property: usual rent in the market)	CHF	incl. utilities
<input type="checkbox"/> Open kitchen <input type="checkbox"/> Separate kitchen <input type="checkbox"/> Eat-in kitchen <input type="checkbox"/> own parking site <input type="checkbox"/> own garage <input type="checkbox"/> public parking site (blue zone) <input type="checkbox"/> Fast broadband internet connector <small>(incl. Modem, setup cd, password)</small>	<input type="checkbox"/> ___ Baths (number) <input type="checkbox"/> ___ Toilets (number) <input type="checkbox"/> With bathtub <input type="checkbox"/> Parquet <input type="checkbox"/> carpet <input type="checkbox"/> Tiled floor/ stone <input type="checkbox"/> Non-smoker preferred <input type="checkbox"/> Only Non-smokers	<input type="checkbox"/> ___ balconies/terraces <input type="checkbox"/> terrace for shared use <input type="checkbox"/> garden seat <input type="checkbox"/> Washing machine <input type="checkbox"/> dish washer <input type="checkbox"/> Chimney <input type="checkbox"/> microwave <input type="checkbox"/> HiFi/Radio

Short description of furnishing
Notes

Where do you know UMS from?

- | | | |
|--|--|---|
| <input type="checkbox"/> Newspaper | which one? | <input type="checkbox"/> I'm a regular customer |
| <input type="checkbox"/> Tourism office | which one? | <input type="checkbox"/> from business colleagues/ partners |
| <input type="checkbox"/> Internet link | via which site? | <input type="checkbox"/> from friends |
| <input type="checkbox"/> Internet search | which search engine and which keyword? | <input type="checkbox"/> other, which? |

With my signature I confirm that I have read the contractual provisions and the UMS price system for ART Basel and that I accept both without any reservation.

Place and date	Signature
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Contractual provisions for landlords - ART BASEL

1. Apartment offer mandate

Housing space providers mandate UMS Ltd (UMS) to search for suitable subtenants for an object which will be procured. The landlords provide a description of the procured object by filling in the „apartment offer mandate – ART BASEL” and mailing 5 to 10 convincing photographs of the object to UMS.

2. Procedure

- UMS publishes the objects in a regularly updated catalogue and provides the object details to interested seekers
- The seekers inform UMS which object they want to book.
- UMS contacts the landlord and provides possible interested seekers.
- The landlord informs UMS to which seeker he would like to rent out his object.
- UMS compiles the sublease contract and sends it to the landlord via fax or post.
- The landlord sends the signed sublease contract via post or fax to the seeker for countersigning.
- The seeker sends back the countersigned sublease contract to the landlord within the contractually stipulated period of time and pays the rent (in favour of the landlord) as well as the commission fee (in favour of UMS) into the corresponding accounts named in the contract.
- The sublease contract becomes legally effective when the countersigned sublease contract has been sent back to the landlord within the contractually stipulated period of time.

3. Providing of the objects

After the landlord has sent a sublease contract to a seeker for countersigning he is obliged to have the object ready for handover during the entire rental period mentioned in the contract. During this period the landlord is not allowed to conclude another rental contract regarding his object.

4. Notification requirement

Housing space providers are required to notify UMS about contract conclusions and changes affecting their orders orally or in writing without delay.

5. Handing over and Taking over of apartment and keys

Landlords handover and takeover the objects and keys to their subtenants self-dependent. For this they use the prepared handover certificate and check if the details still match the current situation of the object. To compare the situation of the object before and after the sublease it is important that the handover and takeover is done by the landlord himself or by an appointed representative.

6. Allowance of sublease and rent

The landlord notices that he has to ask his own landlord for the allowance to the sublease and to the charged rental price. This allowance can legally be denied if the charged rent is excessive in relation to the own rent (OR 262). Therefore please consult the UMS price system for short term rentals.

7. Disclosing information to third parties

The information disclosed to providers by UMS is not allowed to be shared with third parties.

8. Position of UMS

UMS does not guarantee the realization of a sublease.

UMS does not assume responsibility for the accuracy of the providers' data. It is the providers' duty to verify the accuracy of the data.

It is the providers' duty to select the seekers. The conclusion of the contract takes place directly between providers and seekers.

UMS does not assume liability for any consequences resulting from incomplete contracts or improper conduct of the contract parties, even if UMS was directly involved in the conclusion of the contract.

9. Legal venue

The legal venue is Basel (Switzerland). Unless this contract states otherwise, the Swiss Code of Obligations (Schweizerisches Obligationenrecht) is valid.