

1. Lease, payment conditions

The lease between the landlord and the tenant is made and valid after the countersigned lease is in the hands for the landlord.

The costs and the payment expiry (deposit and final payment) and possible special agreements as well are mentioned in the lease.

Should the landlord not receive the lease on time or should the payments not been done within the lease expiry dates, the landlord has the right to withdraw from the lease, without notice and without reimbursement.

2. Additional expenses

Initial house cleaning, water, gas and firewood are included in the rent.

The lease does not include: bathroom linen, final house cleaning, visitors' tax, electricity (light, hot water and electric heaters).

The expense for electricity shall be computed on the basis of the actual consumption, recorded by a counter.

The additional expenses shall be paid at the house return.

3. Guarantee

At the keys delivery the tenant shall give the landlord or one of his representatives, cash or by cheque, the caution money according to what specified in the lease. The caution money shall be given back to the tenant at the holiday end, diminished by possible deduction in the event of caused damages.

4. Obligation of notice to tourist office

At his arrival the tenant shall fill in and sign a form for the tourist office. Forms are available in the house, in the kitchen.

5. House delivery

The house is delivered neat and tidy, in good conditions and in accordance with the lease terms.

The tenant shall notify to the landlord, within two hours from the keys delivery, his concerns about the house cleanliness and within 24 hours possible defects of the real estate, of the furniture including electrical household appliances. Without any notification, possible defects and non-conformities are considered known and negligible.

No complaint shall be taken into account if subsequent to the departure from the holiday house, and no reimbursement shall be given.

Should the tenant take delivery of the house late or should not take delivery of the house at all, the rent is fully due. The same is valid in case the tenant should leave the house in advance.

The delivery of the house should be taken between 4 p.m. and 7 p.m. Should the tenant get the house after 7 p.m., the landlord should be informed in advance.

6. Careful usage of the house

The tenant commits himself to use and take care of the house, to follow the house regulation and respect the neighborhood. It is not permitted the lodging in the house of more people than foreseen by the lease.

The subletting of the house is not permitted.

The tenant is responsible for the damages caused by himself and by his fellow tenants.

Possible damages must be immediately notified to the landlord.

Should the tenant not observe the duties of a careful usage, the landlord has the right to give notice to terminate the lease, without any reimbursement to the tenant.

7. House return

The house shall be returned in accordance with the lease terms and complying with the requirements of the house regulation.

The tenant shall return the house in good order and with all objects in the list.

Possible damages recognized during the return shall be at the tenant's charge.

General terms

The house shall be returned between 8 a.m. and 10 a.m. Should the tenant leave before 8 a.m., the landlord should be informed in advance.

8. Cancellation

The tenant shall inform the landlord of any cancellation in writing.

The landlord will try to rent again the house. In case of success, the landlord shall give back the tenant the money already received, diminished by CHF 100 for the expenses.

Should the rent of the house not be possible, the tenant shall pay to the landlord the whole lease amount.

Against the risk coming from a cancellation it is advised to draw up a travel insurance.

9. Snow

In case of snow, the tenant shall be responsible of the snow removal from the car park in front of the house only.

The access road to the parking is cleaned by the village council services.

In case of heavy snowfall, it is advised to park in the public parking of San Carlo Village.

No reimbursements are due to the tenant for possible difficulties caused by snow.

10. Unavailability for circumstances beyond one's control

Extraordinary events are considered as major causes.

These include war, natural disasters (for example earthquakes, landslips, floods), fires, terrorist activities and sabotages.

Should the landlord not be able to fulfill the lease for these major events, he has the right to withdraw from the lease, giving back to the tenant the amount paid, in total or only the part not yet spent. Further reimbursements or any request for compensation are not foreseen and shall not be satisfied.

11. Landlord responsibility

The landlord is responsible for the house to be made available to the tenant, in accordance with the lease terms.

Should the tenant suffer damage for breaches from the landlord, the possible request for a compensation will be anyway limited to double the amount of the house rent specified in the lease.

12. Tenant responsibility

The signature of the lease and the access to the rented house implies by law the acceptance of all the general terms of the lease, of the house regulation and of the lease.

The tenant, whose name is written in the lease, shall be considered responsible for the lease.

13. Insurance

Should the tenant not have a travel insurance and / or a legal liability insurance, it is strongly advised to draw up one.

14. Attempts for amicable solutions

The two parties will try, in advance of any contentious procedure, an amicable solution for all the disagreements, the conflicts or even the problems coming from or related to the lease.

15. Court

For all the legal problems Swiss laws are in force.

The only competent court is Poschiavo.

16. No admittance of verbal agreements

Any modification to the lease needs a written confirmation.

Any verbal agreement is not valid.