

General Terms and Conditions for Monthly Rent Aparthotel Baden AG

Version: 19.08.2024

1. Scope

These general terms and conditions regulate the relationship between the customer and Aparthotel Baden AG. The provisions do not differentiate by gender and use the term "tenant" as a general reference.

2. General Conditions

- 2.1. Contracting Party: Aparthotel Baden AG is the contracting party for room rentals.
- 2.2. Tenant: Before concluding a contract, the applicant may be subject to a credit check. The inquiry form serves as proof of interest for the landlord.
- 2.3. Business Hours: The opening hours are daily from 6:30 AM to 11:30 PM. On holidays, opening hours may vary.
- 2.4. Handover of the Property: The room is handed over in a clean and rentable condition. The room is available to the tenant from 3:00 PM on the agreed rental start date. Check-in must be completed by 11:30 PM.
- 2.5. Use of the Property: The rental property is to be used only for living purposes by the persons listed in the contract. In case of over-occupancy, the tenant may be charged additional costs and/or terminated without notice. The tenant is obliged to comply with legal registration deadlines/permits and to provide personal details of the current occupants of the room.
- 2.6. Maintenance of the Property: The tenant is prohibited from making changes to the rental property. In the case of urgent repairs, the landlord must be contacted. If Aparthotel Baden AG carries out major repairs or renovations, the tenant will be notified one month in advance. Necessary and unavoidable maintenance work must be tolerated by the tenant.
- 2.7. Rent Payment: The first rent payment will be charged to the provided credit card 30 days before arrival. Payments via bank transfer are possible, but any transaction fees must be borne by the tenant. Additional costs such as final cleaning and any parking fees will be charged upon arrival. The next rent payment is due after 30 nights for the following month.
- 2.8. Subtenancy: Subtenancy of the rented rooms and parking spaces is not allowed.
- 2.9. Usage: The room is exclusively for residential purposes and must not be used commercially.
- 2.10. Right of Access and Inspection: The room will be entered once a week for cleaning by employees of Aparthotel Baden AG. The landlord has the right to enter the room even in the absence of the tenant.
- 2.11. Cleaning: The room is cleaned once a week between 7:00 AM and 4:00 PM. This includes surface cleaning, bathroom cleaning, changing of bed linen and towels, and waste disposal. Kitchen cleaning is the tenant's responsibility. Personal belongings will not be tidied up. A final cleaning fee of CHF 500.00 will be charged upon move-in. In the case of excessive dirt, the associated extra work will be charged.
- 2.12. Devices: The tenant is obliged to handle the available electronic devices with due care and is liable for any damage caused. If in doubt, the tenant may request an operating manual. If any damage occurs, Aparthotel Baden AG must be informed immediately so that the defective device can be replaced.
- 2.13. Internet: The internet connection is unsecured and used at the tenant's own risk.
- 2.14. Smoking: Smoking is prohibited in the rooms and in the public areas of the building. In case of violation, repair and cleaning costs may be charged.
- 2.15. Pets: Pets are not allowed without the consent of Aparthotel Baden AG. If allowed, pets will be charged additionally.
- 2.16. Bicycles: Bicycles may only be stored in the designated storage area and not in the room.

- 2.17. Liability Insurance: Liability insurance is not mandatory but is strongly recommended.
- 2.18. Statutory TV/Radio Reception Fee: The obligation to pay the statutory fee depends on whether the tenant has officially registered their residence in Switzerland. If the tenant registers their residence in Switzerland, they are responsible for paying the statutory reception fees.
- 2.19. Termination: Rental contracts can be terminated verbally with 30 days' notice. No written termination is required.
- 2.20. Extraordinary Termination: The tenant can vacate the room without observing the notice period; however, the tenant remains liable for rent payments until the end of the notice period. Aparthotel Baden AG is entitled to terminate the rental agreement with immediate effect upon prior written notice in case of repeated misconduct by the tenant.
- 2.21. Return of the Property: The rental property must be returned in an orderly condition. The tenant is liable for damages caused by excessive wear and tear during the rental period. No items that were not present at the start of the rental period should be left behind in the apartment. The return must be completed by 11:00 AM on the last day of the rental agreement.
- 2.22. Additional Costs: Any damage, excessive dirt, or wear and tear, and other additional expenses can be charged.

3. Additional Conditions

- 3.1. Data Protection: The data necessary for business transactions will be processed and stored by Aparthotel Baden AG as necessary. When collecting and processing personal data, the provisions of Swiss data protection laws are observed.
- 3.2. Applicable Law: Unless otherwise agreed in the contract and the General Terms and Conditions, the provisions of Swiss contract law apply.