

General contract conditions

1. Lease agreement

The lease agreement is issued between the aforementioned "main tenant" and the landlord, Dominik Weibel, furnaferien.ch, Fabrikstrasse 2, CH-8722 Kaltbrunn. The main tenant is responsible for fulfilling the agreement for all fellow tenants. The landlord is responsible for visitor-tax billing. As such, all overnight stays by the tenants or guests must be recorded with a first and last name, incl. date of birth, date of arrival and date of departure. The tenant must settle the visitor taxes with the landlord using the visitor-tax form signed on site.

2. Room occupancy and charges

Rates are generally charged per room.

- Children aged 2 and under can sleep in a cot
- Children aged 5 and under stay free if they sleep in the parents' bed.
- Children 6 and over are charged as adults.
- People aged 12 and over must pay a visitor tax/night as per the Furna visitor-tax regulations.

We provide cots upon request. The cost for this is CHF 15/night (same price since 2006)

The floor, sofa or other furniture must not be used to sleep on. In the event of single occupancy of a double room, only one bed duvet will be provided.

The agreed room occupancy also applies in the case of flat-rate packages.

3. Contract conclusion, payment conditions

The contract between the main tenant and the landlord is concluded once the agreement signed by the tenant has been received by the landlord. The advance payment and residual payment are established in the agreement. If the signed agreement or advance payment is not received by the landlord by the agreed date, the landlord can lease the property out to other parties without further notice, and without being obliged to provide compensation.

4. Additional costs

The additional costs (such as electricity, gas, heating etc.) are included in the rent, unless expressly shown in the agreement. Additional costs not included in the rent are billed at the end of the lease, and must be paid before departure. Government charges such as visitor's taxes are not included in the rent, and are shown separately on the agreement.

5. Careful usage / furniture and inventory

The main tenant commits to treating the rental property with care, upholding the house rules (enclosed), and showing consideration for neighbours. **The mountain farmers' high meadows must particularly be avoided during summer.** The landlord/key-holder must be immediately informed of any damage etc. The rental property's maximum occupancy is the number of people listed in the agreement (including children and infants).

Subletting is not permitted.

The main tenant ensures the fellow tenants comply with the agreement's obligations.

If the main tenant or co-tenants severely breach the obligations of careful usage, or if the property is being occupied by more people than the number contractually agreed, the landlord can terminate the agreement without notice and without compensation. The right to assert supplementary claims or to claim damages remains reserved.

Furniture / Inventory

Please do not move the furniture. (This may damage the wooden floors or carpet). Please contact the landlord upon arrival if you are not happy with the room setup. Attempts will be made to find a solution.

Pets

Pets (including dogs, cats, birds, reptiles, rats, ferrets, guinea pigs, hamsters etc.) are not permitted, unless expressly arranged with the landlord. In this case, the special arrangement must be expressly detailed in the agreement. Extra cleaning costs will be charged on expense.

6. Arrival and acceptance of the rental property

Unless otherwise contractually agreed, the rental property can be handed over in a clean, contractual condition from 4pm onwards. The main tenant must immediately report any damage, defects or missing furniture/inventory to the landlord verbally or using the enclosed form. Otherwise, it will be assumed that the rental property has been handed over in flawless condition.

Delayed arrival or no-show

If the tenant arrives at the property late, or does not arrive at all, it must pay the full rent. The tenant itself is responsible for arriving on time. It is also responsible for any delays (such as traffic jams, road closures etc.). If arriving from abroad, the tenant promptly and independently familiarises itself with entry requirements for Switzerland.

7. Returning the rental property

Unless otherwise contractually agreed, the rental property must be vacated at 9am on the day of departure. The landlord/key-holder will arrive approx. 30-60 min. before this in order to prepare for the handover and acceptance.

The rental property must be returned on time, in good condition, together with all furniture/inventory. The main tenant is obliged to provide compensation for any damages or missing inventory. Final cleaning is established in the agreement and cannot be stipulated as mandatory. The main tenant is, however, still obliged to clean the kitchen, including crockery and cutlery. If this is returned unclean or not in a clean enough condition, or if the rest of the property and garden are found to be exceptionally unclean, the landlord can arrange for this to be cleaned at the tenant's expense.

The rental property is geographically remote, which is why extra cleaning or repairs incur considerable additional costs.

The main tenant is obliged to provide compensation for damage or missing inventory.

8. Cancellation and premature return of the rental property

The main tenant can withdraw from the agreement at any time under the following conditions:

1. Normal cancellation policy

- Up to 46 days before arrival: No charges
- 45 to 16 days before arrival: 50% of the rent & additional contractual costs excl. taxes
- 15 to 3 days before arrival: 75% of the rent & additional contractual costs excl. taxes
- 2 to 0 days before or no-show: 100% of the rent & additional contractual costs excl. taxes

2. Christmas week / New Year's week / WEF-week

- Up to 121 days before arrival: No charges
- 120 to 61 days before arrival: 25% of the rent & additional contractual costs excl. taxes
- 60 to 21 days before arrival: 50% of the rent & additional contractual costs excl. taxes
- 20 to 7 days before arrival: 75% of the rent & additional contractual costs excl. taxes
- 6 to 0 days before or no-show: 100% of the rent & additional contractual costs excl. taxes

The cancellation charge is based on the time the notification is received by the landlord or the booking centre during normal office hours between 9am and 5pm (if notification arrives on a Saturday, Sunday or public holiday, the next working day applies; this is governed by the public holiday regulations and time zone for Kaltbrunn (SG), Switzerland. This rule also applies to notifications sent by email, SMS, Internet, fax etc. or answered by telephone. The tenant is entitled to propose a replacement tenant, who must be solvent and acceptable for the landlord. This tenant enters the agreement under the existing conditions. The main tenant and replacement tenant are jointly liable for the rent.

If the rental property is returned early or the lease is broken, the entire rent is still payable.

The landlord is not obliged to actively search for a replacement tenant in the event the lease agreement is cancelled, the rental property is returned early or the lease is broken. If the rental property can be relet, the former main tenant cannot claim any compensation.

9. Force majeure etc.

If the lease or the continuation thereof is prevented by force majeure (natural disasters, forces of nature etc.), official measures, or unforeseeable or unavoidable

incidents, the landlord is entitled (but not obliged) to offer the tenant an equivalent replacement property, under exclusion of any compensation claims. If the service cannot be rendered in full or at all, the paid amount or corresponding share is refunded for the unused service, under exclusion of further claims.

10. Main tenant's liability

The main tenant is liable for all damage caused by it or the fellow tenants or housemates, including guests; fault will be assumed. If damage is detected after the rental property has been returned, the tenant is also liable for this, insofar as the landlord can prove the main tenant (or housemates or guests) caused the damage.

Insurance cover through private liability

Given the main tenant's liability for damage to inventory or the building, **private liability insurance is stipulated** when concluding the lease agreement. The landlord can request a coverage guarantee.

It is worth asking the insurance company beforehand whether the cover also includes the holiday home. Please immediately inform your private liability insurance company of any damage.

11. Landlord's liability

The landlord is responsible for ensuring correct reservations and contract fulfilment. Landlord liability is excluded, insofar as this is legally permitted in Switzerland. Liability is particularly excluded for actions and omissions by the main tenant (including housemates and guests), unforeseeable or unavoidable omissions by third parties, force majeure, or events which the landlord, key-holder, agent or other persons hired by the landlord are unable to foresee or avoid despite exercising the necessary care. Descriptions of infrastructure and tourist facilities such as swimming pools, tennis courts, public transport, mountain railways, ski slopes, shop opening times etc. serve as information only, and do not bind the landlord to any legal title.

The following services cannot result in compensation/reduced rent:

- No mobile network coverage
- Non-functioning Internet connection
- No TV/radio reception
- Condition of access roads
- Weather, snow, sun
- Outdoor parking availability during snow

The landlord/property owner is purposely not on site during the rental period, which is why no damages can be

claimed for ice, roof or other injuries relating to winter and the property.

The property owner has taken out building liability insurance for at least CHF 5 million.

12. Privacy

The landlord is governed by Swiss privacy laws, and processes data in accordance with these regulations. The landlord will save the data sent to it (if need be with a third-party company), and, if necessary send it to the key-holder in order for the contract to be correctly fulfilled. The landlord will be able to inform the main tenant and contractual co-tenants or guests about its services in future. If the tenant does not wish to receive this service, it can contact the landlord directly. In accordance with local legislation, the landlord and/or key-holder may be obliged to register the main tenant and its housemates with the local authorities. The landlord reserves the right to pursue justified interests or, in the event of a suspected criminal offence, send the tenant's/housemates' and guests' data to the relevant authority, or hire third parties to assert its rights.

The tenant contacts the landlord directly if it has any questions about privacy.

13. Applicable law and jurisdiction

Swiss law applies. The location of the rental property is agreed as being the sole place of jurisdiction, subject to other mandatory legal provisions.