

## **General contractual conditions for the rental agreement and the data protection declaration**

### **1. Rental purpose, conclusion of contract, payment conditions**

The rental property may only be used for private vacations. Any commercial or other use is excluded.

With the signature, the tenant/guest confirms that he is capable of acting in accordance with the law of his country of residence (but is at least 18 years old) and can legally conclude contracts. Pre-payment, final payment and any deposit are recorded in the contract. By clicking the "Book Now" button when making your online reservation, you automatically agree to the terms and conditions. These terms and conditions can be seen during the booking process.

If the down payment, the remaining amount and/or the deposit are not made on time, Arosa Alpine Holiday AG can rent the property to another party without being liable for compensation. However, Arosa Holiday can also insist on the fulfillment of the contract and demand the cancellation costs in accordance with Section 9. The tenant will be notified immediately. If a credit card payment is not honored or revoked, this is considered a cancellation of the rental agreement, and the conditions "Cancellation or early return of the rental property" Section 9 apply.

The tenant/guest acknowledges that the property may only be occupied by the persons named in the contract. Subletting, assigning the rent or leaving the rental property to anyone other than the persons named in the contract is prohibited (see also section 7).

### **2. Resort Fee**

The resort fee is shown separately in the contract and can be paid before arrival or on the day of arrival. Not disclosing the correct number of people – including babies – may result in a fine.

### **3. Depot**

The rental company can request a deposit. This serves to cover any costs due to damage or extra cleaning effort. Guest are required to report damages immediately. The rental company is not required to provide proof of the state of the apartment upon arrival. The deposit will be refunded after the apartment has been checked. If the amount to be paid has not yet been determined, the rental company may retain the deposit until decided. If the deposit does not cover the entire extra costs, the guest is required to pay the additional damages within 7 days of receiving the invoice. Alternatively, damages can be solved via the insurance companies. In this case, the guest must provide their insurance details within 3 days of departure. Failure to do so, will result in a legal process.

### **4. Payment**

The price for the entire booked arrangement is due before arrival. The payments must be transferred to the Arosa Alpine Holiday AG bank account.

Graubündner Kantonalbank

IBAN: CH14 0077 4010 4686 0570 1

BIC/Swift: GRKBCH2270A

Arosa Alpine Holiday AG, 7050 Arosa, Switzerland

Attention: the costs for an international transfer are borne by the client. If the transfer does not take place within the payment period, the rental company is authorized to withdraw from the contract.

### **5. Arrival / Check-in**

The rental property is handed over to the guest clean and in good condition.

- If the guest notices any defects or damage upon arrival, these must be reported to the rental company immediately. If nothing is reported, it is assumed that the rental property was in perfect condition.
- If the tenant/guest arrives at the rental property late or does not arrive at all, he or she owes the entire rent.
- If the guest checks into the apartment unannounced earlier than the specified check-in time, we will automatically charge the guest the corresponding maximum early check-in costs.
- The guest is responsible for his or her timely travel. Delays caused by travel obstacles, such as delayed flights, closed roads, or heavy traffic, are his responsibility. Guests from abroad must inform themselves about entry regulations in a timely manner.
- Arosa Holiday may request to see an ID upon arrival. People who are not in the rental agreement or have not been registered may be turned away. The rent is still owed in full.

### **6. House rules and community**

The guest must adhere to the house rules and strive for peaceful coexistence. The house rules apply to the entire house and/or building, including public areas, laundry room, ski and bike room, stairwells, parking garage, etc.

#### **7. Careful use**

The guest is obliged to treat the rental property with care and to report any damage immediately.

- The rental property may only be occupied by the number of people specified in the contract.
- Excessive use, including parties and gatherings of large groups are not permitted.
- Subletting to third parties or assignment to persons not listed in the contract is not permitted.
- Any form of use other than vacation purposes is prohibited unless written permission is given.

If the guest seriously violates the above points, the rental company can, after an unsuccessful warning, terminate the contract without notice and without compensation.

#### **8. Departure / Handover**

The rental property must be swept clean, in the same condition as on arrival and returned on time. Check-out is until 10:00 a.m. If the guest stays in the rental property for a longer period of time without prior notice, the corresponding maximum late check-out costs will automatically apply and will be charged to the guest.

The garbage must be disposed of by the guest. If an unusually large amount of rubbish is left in the apartment, the guest undertakes to cover the disposal costs. The tenant is liable for damage or missing inventory.

#### **9. Cancellation or early return of the rental property**

Applicable cancellation fees can be found in your rental agreement or provided upon request. Conditions are posted online. Arosa Holiday reserved the right to alter conditions.

**Early return of the property :** If the rental property is returned early, the guest still owes the entire rent. We recommend a travel cancellation insurance. If you are unable to start your vacation, please contact us as soon as possible. We will try to re-rent the apartment and if the apartment is booked again, we will refund you this amount.

#### **10. Force majeure**

If force majeure (environmental disasters, natural forces, etc.), official measures, unforeseeable or unavoidable events prevent the rental or its continuation, the rental company is entitled (but not obliged) to offer the tenant an equivalent replacement property, excluding claims for compensation. If the service cannot be provided or cannot be provided in full, the amount paid or the corresponding share for the services not provided can be refunded on a case by case basis, excluding further claims.

#### **11. Liability of the tenant**

The tenant is liable for all damage caused by him or fellow travelers, including guests; fault is assumed. If damage is discovered after the rental property has been returned, the tenant is also liable for this, provided the landlord and/or rental agency can reasonably prove that the tenant (or his housemates or guests) caused the damage. Guest must report any damages upon arrival as per article 6.

#### **12. Liability of the Rental Company**

The rental company is responsible for a proper reservation and contractual fulfillment of the contract. The rental company's liability is excluded to the extent permitted by law. Liability is in particular excluded for actions and omissions on the part of the tenant (including housemates and guests), unforeseeable or unavoidable failures of third parties, force majeure or events which the rental company, key holder, agent or other persons called in by the rental company do not foresee despite due care could avert. Descriptions of infrastructure and tourist facilities such as sports facilities, swimming pools, tennis courts, public transport, mountain railways, slopes, shop opening times, etc. are purely informational and do not bind the rental company under any legal title. The rental company cannot be held liable for situations occurring due to financial problems including but not limited to bankruptcy. The rental company cannot be held liable for the consequences of property owners revoking their rental property from the rental market, after bookings are made, but will attempt to provide an alternative accommodation.

#### **13. Smoking**

Smoking is prohibited in all properties. Smoking can lead to a fine of CHF 250,00 per rental term.

#### **14. Internet**

Using the Internet under a false identity, visiting illegal sites or downloading illegal content are prohibited under Swiss law.

#### **15. Valuables**

Please make sure that your valuables are insured. The rental company assumes no liability for loss or damage to the tenant's personal belongings. The tenant is obliged to lock the house when leaving.

**16. Applicable Law**

Only Swiss law applies; the exclusive place of jurisdiction for disputes arising from or in connection with the rental agreement is Chur. Where this contract does not contain any special provisions, Articles 253 to 274 of the Swiss Code of Obligations apply.

**17. Data protection**

All relevant information on data protection can be found under the section data protection on our website and/in the separate data protection document which can also be provided upon request.

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Arosa Alpine Holiday AG