

GENERAL CONDITIONS OF AGREEMENT

Thank you for the confidence shown by your booking. We look forward to welcoming you in Grimentz. Our general terms and conditions are an integral part of the rental agreement. To avoid any misunderstandings and inconveniences during your stay, we invite you to read them.

EQUIPMENT

The rented accommodation includes a fully equipped kitchen, crockery, bedding (pillows, Nordic duvets, or blankets), one or more shower rooms and WC, automatic heating, parking convenience at maximum 500 meters.

CLASSIFICATION

The classification of the accommodation is established according to the standards of the Swiss Federation of Tourism which go from * to *****. The official criteria can be obtained from this Federation in Bern or consulted on the website <u>www.stv-fst.ch</u>.

COMFORT

Comfort is determined considering the interior layout, equipment, space in relation to the number of beds, general condition, orientation, environment, and geographical location of the accommodation, etc.

RENTAL PRICE

The rental price is **all inclusive**, tourist tax, final cleaning, insurance for cancellation costs and all charges. Bed linen, towels and household linen are not provided but can be rented on site.

DURATION OF LEASE

The duration of the lease cannot be extended without the express authorization of the agency. Any tacit renewal is excluded.

CANCELLATION

If the tenant does not take possession of the rented premises, or if he leaves the premises before the agreed end of the contract, he is nevertheless bound **to pay the full rent** for the period provided for in this contract, without being able to claim any abatement whatsoever, unless the agency is able to find a replacement. In this case, the agency is entitled to the costs incurred in the search for the new tenant.

The tenant is obliged to accept the rented premises and may not, in the event of unsuitability, demand a change of accommodation from the agency.

CANCELLATION INSURANCE

The guarantee of cancellation included in the rent allows **the cancellation of the lease in case of force majeure:** illness, serious accident (according to medical certificate to be produced), death of the tenant, his spouse, a direct descendant or ascendant, parents-in-law; significant damage caused to the property of the tenant and requiring his presence at home; inability to travel because of unexpected border closures in case of war or pandemic. Excluded from the insurance are illnesses, accidents and causes dating back to a date prior to the conclusion of the lease.

Cancellation must be communicated to the agency within 48 hours following the cause of cancellation.

When the agency agrees to break the lease, it will reimburse the tenant the amount of the deposit received, less an insurance premium of 4% of the rent and the administrative fees.

SALE OF THE PROPERTY

In the event of sale of the rented object, the lease is terminated upon signature of the deed of sale. No indemnity can be claimed, either from the management, the old or the new owner. However, the agency will do its utmost to provide the tenant with replacement premises.

TAKING POSSESSION

By taking possession of the dwelling, the tenant will control the state of the rented premises. If he notices any recent deterioration to the building or furniture, he will inform the agency within two working hours after his arrival. As far as possible, the agency will take the necessary steps to carry out the repairs and replacements.

If the tenant fails to notify the agency of any deterioration noted within two working hours after his arrival, he is deemed to accept the accommodation as it is.

OCCUPATION

The premises are rented for the purpose of vacation accommodation to the exclusion of any other use; the tenant may not sublet them without express request.

The tenant wishing to stay with young children, elderly or people with disability is obliged to inquire about access facilities before concluding the lease.

Tenants are obliged to show due consideration for their neighbors. In case of complaints from neighbors due to the behavior of the tenants, the agency reserves the right to end the lease contract with immediate effect.

NUMBER OF PEOPLE

The rental price is calculated according to the number of places, an over-number of persons at the maximum allowed is excluded. Should the rented premises be occupied by an excess number of persons, without the agency's knowledge, the tenant shall pay, for each additional occupant, a sum corresponding to double the price paid per authorized person.

ANIMALS

Animals are not accepted unless a **written authorisation** by the lessor has been given.

VISIT OF THE PROPERTY

The lessor/key holder has the right to visit the hired property any time.

MAINTENANCE

The furniture and all appliances existing in the accommodation such as electrical installations, heating appliances, bath, and WC, etc. are under the responsibility of the tenant who must maintain them to return them in perfect condition when they leave, except for normal wear and tear of the things used.

During his stay, the tenant will maintain the accesses to the rented premises, will regularly clean the accommodation, and will dispose of the household waste which will be deposited in the "Molok" containers or small chalets provided for this purpose.

He will also wash and tidy the dishes, clean the inside of the cupboards and the fridge. The stove and oven will be cleaned after each use. The final cleaning of the premises is included in the rental price.

Furniture, decorative objects, etc. must remain in their original place. No alterations or renovations to the accommodation are permitted.

DAMAGES

The renter is responsible for all damages coming "by his fault" either freezing of pipes, damage to appliances or other, etc. He takes all the usual measures and precautions to avoid them.

REPAIRS

The tenant is obliged to inform the agency or the owner immediately of any repairs to be made and of any defects that occur during the term of the contract. The agency or the landlord shall, at their sole judgment, take such steps as they deem useful and necessary. The costs for work ordered without the agency's knowledge are entirely at the expense of the tenant.

SERVICES

Before the arrival of the tenant, the agency or the owner will take care of the opening of the snowy paths and the preparation of the accommodation.

The agency or the owner is not responsible for the irregularity of water services, lighting, opening of roads, operation of sports facilities, closure of public establishments, etc. and declines, in general, any responsibility for lack of enjoyment not resulting from its fault.

EXPENSES

Heating, hot water, electricity, and final cleaning are included in the rental price. The tenant undertakes to use them sparingly and as a good father of the family.

If energy consumption is particularly high, or that **the accommodation** is **abnormally maintained**, the agency reserves the right to collect the excess costs from the tenant.

The eventual replacement of fuses and wood for the fireplace are at the expense of the tenant.

It is forbidden to connect an electric car to the network of the accommodation or building if it is not equipped with a dedicated charging point. Any abuse will be denounced and sanctioned.

INSURANCE

The property insurance is the responsibility of the owner, while the tenant's personal effects insurance is the responsibility of the tenant.

DEPARTURE

The tenant agrees to vacate the premises before 10 a.m. on the last day of the contract. **He is obliged to report any damage caused during his stay.**

Missing, damaged, mismatched, broken, or cracked objects will have to be reimbursed to the agency or the owner at cost price. The tenant is requested to return a normally clean accommodation. Any extra cleaning charges will be invoiced to the tenant. Beds will be unpacked, dirty linen grouped together and brought to the agency. The time of departure must be announced the day before.

MODIFICATION OF THE CONTRACT

For all contracts, only the general terms and conditions of the agency Immobilia-Grimentz SA are in force. No modification made by the tenant to the present contract will be taken into consideration. Deviating agreements must be explicitly agreed upon in writing.

APPLICABLE LAW AND PLACE OF JURISDICTION

This agreement shall be deemed to be an acknowledgement of debt within the meaning of Article 82 LP, for the rental amount and for all sums due by the lessee under the provisions contained herein. All disputes that may arise from the interpretation, execution, non-execution, or application of the present contract shall fall within the exclusive jurisdiction of the courts of the District of Sierre. Swiss law is applicable.