

**1. Conclusion of agreement, conditions, terms of payment**

The agreement between the Lessee and the Lessor is concluded with the Lessors confirmation of the reservation in writing or verbally. The down payment and the balance payment are recorded in the contract. If the payment is not received by the Lessor by the agreed date, the Lessor may, without further notice and without being liable to pay compensation, rent the object to another party.

**2. Additional costs**

The additional costs (such as electricity, gas, heating, etc.) are included in the rental price, unless they are expressly stated in the contract.

**3. Handover of the leased property; complaints**

The rental object will be handed over to the lessee in a clean and contractual condition. If there are any defects or the inventory is incomplete at the time of handover, the Lessee must immediately notify the keyholder/landlord of this. Otherwise, the rental object is considered to be handed over in perfect condition. Should the tenant take over the object late or not at all, the entire rental price remains owed.

**4 Careful use**

The tenant undertakes to use the rented property with care, to comply with the house rules and to show consideration to the other residents and neighbours (night rest 22h - 7h / wearing slippers). In case of any damages etc. the landlord/keyholder has to be informed immediately. The rental property may be occupied by no more than the number of persons listed in the contract. Subletting is not allowed. The tenant is responsible for ensuring that the roommates comply with the obligations of this contract. Pets are not allowed. If the tenant or roommate blatantly violates the obligations of careful use or if the apartment is occupied by more than the contractually agreed number of people, the landlord / keyholder may terminate the contract without notice and compensation.

**5 Return of the rented property**

The rented property is to be returned on specified time, in orderly condition, including inventory. The lessee is obliged to pay compensation for damages and missing inventory.

**6 Cancellation**

Except for non-cancellable offers (Christmas-New Year and Marathon week-end in March), the tenant may cancel the contract at any time under the following conditions:

up to 60 days before arrival: free of charge

from 59 days before arrival: Reimbursement of taxes and final cleaning

Substitute tenant: The tenant has the right to propose a substitute tenant. This person must be reasonable and solvent for the landlord. He enters into the contract under the existing conditions. Tenant and substitute tenant are jointly liable for the rent.

Decisive for the calculation of the cancellation fee is the arrival of the notification at the landlord or at the booking office (for Saturdays, Sundays and holidays, the next working day applies). In the event of premature termination of the lease remains owed the entire rent.

**7. Low season (Easter to June / October to mid-December)**

Apartments in the Residenza Surlej may only be altered during the low season. It cannot be excluded that during the low season inconveniences may arise due to the conversion of an apartment in the building. For this reason, the apartments Piz San Gian 14 and Piz Mezdi 15 are generally offered during the low season at (for the region) favourable prices. Complaints regarding noise will be handled on a case by case basis.

**8. Force majeure, etc.**

If force majeure (environmental disasters, force of nature, official measures, etc.), unforeseeable or unavoidable events prevent the rental or its continuation, the landlord is entitled (but not obliged) to offer the tenant an equivalent replacement object under exclusion of claims for compensation. If the service cannot be provided or cannot be provided in full, the amount paid or the corresponding share will be refunded to the exclusion of further claims.

**9. Special conditions COVID19:**

If a trip to Engadin, due to official COVID19 restrictions, is not possible, the total amount will be credited to a next trip. This does not apply if only a part of the tourism offer does not take place: e.g. mountain railroads, SPA or museums closed or events cancelled.

**10 Liability**

The landlord is responsible for a proper reservation and contractual fulfilment of the contract. For other than personal injury, liability is limited to twice the rent, unless there is gross negligence or intent. The liability is excluded for failures on the part of the tenant or co-user, unforeseeable or unpreventable failures of third parties, force majeure or events which the landlord, key holder, agent or other persons called in by the landlord could not foresee or prevent despite due care.

The tenant is liable for all damages caused by him or co-workers.

**11. Applicable law and place of jurisdiction**

Swiss law shall be applicable. It's agreed that the locality where the leased property is situated shall be the exclusive place of jurisdiction.