

General terms and conditions for the rental of parking spaces and storage spaces

1 Handover and notice of defects

- 1.1 The landlord shall hand over the rented property in a condition suitable for use in accordance with the contract. If no handover report is drawn up, the tenant must give written notice of any defects within 14 days of taking possession. If no notice of defects is given, it shall be assumed that the rented property was handed over in good condition. If a notice of defects is not contested by the Lessor within 14 days, stating reasons, the defects shall be deemed to have been accepted.

2 Use and maintenance of the rented property

2.1 Use

- 2.1.1 The rented property shall be used exclusively for the contractually agreed purpose. Any change in the type of use requires the written consent of the landlord. The same applies to structural changes of any kind.
- 2.1.2 The tenant is obliged to avoid noise as far as possible, not to let the engine run unnecessarily and to close the car and garage doors quietly.
- 2.1.3 Repairs and maintenance work may only be carried out in the rented property if they do not cause noise, exhaust fumes, pollution or fire hazards. The tenant is liable for oil stains and other damage.
- 2.1.4 Vehicles may only be washed at the aforementioned places. After washing, the place is to be cleaned by the tenants.
- 2.1.5 The tenant shall be responsible for cleaning the garage (parking space), the gate, the windows and its forecourt, as well as for snow clearance and removal of black ice, regular ventilation and protection of the rented property from frost damage, insofar as these duties are not assumed by a caretaker.
- 2.1.6 Subletting or assignment of the rental agreement is only permitted with the written consent of the landlord. Only the vehicle with the number plate noted in the contract may park on the rental property and no other vehicles.
- 2.1.7 The storage of any objects and materials which are not explicitly permitted in the contract under the item "for use by" is prohibited. In particular, no freezers, batteries or other items may be connected to the general power supply.
- 2.1.8 The forecourt must be kept free of obstructions by the tenants at all times. In particular, no parking is allowed on it.
- 2.1.9 The tenants must park in such a way that they do not interfere with other tenants. The vehicle must not protrude beyond the parking space markings.

2.2 Liability

- 2.2.1 The tenant is obliged to report any damage immediately to the landlord or the injured party. The tenant must strictly comply with the regulations of the fire police, water protection and the house rules.
- 2.2.2 The landlord is liable within the scope of his legal liability, as the owner of the house, but not for damage to the vehicles by third parties, theft of vehicles and objects, fire and explosion damage caused by parked vehicles and objects, as well as for damage resulting from misuse of the vehicle.

2.3 Right of inspection

- 2.3.1 The landlord may inspect the rented property in justified cases. The landlord and tenant shall agree on the date of the inspection.

3 Rent and additional costs

- 3.1 All additional costs are included in the rent, unless they are listed separately in the contract.
- 3.2 For rent and other changes to the contract, the statutory provisions shall apply. If the tenancy agreement has been concluded for a fixed term of at least 5 years, the landlord shall be entitled to adjust the rent in accordance with the index since the last rent determination in the event of changes in the national index of consumer prices by 5 points during the fixed tenancy period. An index clause shall be agreed by designation in the lease.
- 3.3 A set-off of counterclaims against the rent and the additional costs is excluded.

4 Termination and return of the rental property

4.1 Termination

- 4.1.1 For termination, reference is made to the statutory provisions. The lease with a fixed term shall be extended for an indefinite period until one party notifies the other before expiry that it does not wish to continue the lease, observing the notice period.
- 4.1.2 The tenancy shall end at 12.00 p.m. after the last day of the month for which notice has been given.
- 4.1.3 In the case of terminations out of term, reference is made to the procedure regulated in the "Lucerne general regulations of the lease agreement".

4.2 Return of the rented property

- 4.2.1 At the end of the rental period, the rented property is to be handed over cleared and immaculately cleaned with all keys.
- 4.2.2 Lost or stolen keys/hand-held transmitters must be replaced by the tenant. In the case of a protected locking plan, the lock and key can be replaced at the expense of the tenant (100%).
- 4.2.3 Hidden defects must be reported by the landlord to the outgoing tenant as soon as they are discovered, at the latest 14 days after return.

5 Place of jurisdiction

- 5.1 The place of jurisdiction for disputes arising from this contract shall be exclusively the place where the goods are located. This jurisdiction clause shall also apply irrevocably after the expiry of the term of the contract.