

Rental agreement (lease)

1. Parties

1.1. Landlord

Università della Svizzera Italiana, via G. Buffi 13, 6900 Lugano ("USI")

1.2. Tenant

First name LAST NAME, Nationality

2. Rented premises

- 2.1. Location: City of Lugano, Via Lambertenghi 1
USI Home student residence

Address format:

USI Home
First name LAST NAME
Via Lambertenghi 1
CH-6900 Lugano

It is strongly suggested to use this address format, otherwise the mail might not be delivered.

- 2.2. The rented premises consist of one furnished room with shower, room no. X on floor X; one furnished kitchen, no. X; and one laundry room, no. X. Once the room is assigned it can no longer be changed.
- 2.3. Use
The rented premises are for single use of the specified room and shower unit (accommodation for one person). Sharing of kitchen no. X and laundry room no. X with other tenants of floor no. X.
- 2.4. There is no vehicle parking at USI Home.

3. Rental period

- 3.1. The rental period begins on xx.xx.xxxx and ends on xx.xx.xxxx.
- 3.2. In case of breach or non-compliance with USI Home Regulations despite a written reminder from USI, or if rent is not paid on time, USI may terminate the lease effective at the end of the current month.

- 3.3. In case of early departure, the departing tenant must inform the landlord in a timely manner and present him a suitable person with sufficient funds to take over the lease. Otherwise, the tenant must pay, in advance and in full, the rent for the period remaining on the lease.
- 3.4. The second tenant of the room must accept unconditionally the new tenant selected by the landlord.

4. Rent

- 4.1. Monthly rent for single/double room: CHF 600.00
The first month's rent is due within 7 days of when the tenant takes possession of the premises; thereafter, rent is due by the 5th of each month for the period of stay.
- 4.2. Penalties for late payment are charged as follows:
 - First reminder: CHF 20. -
 - Second and additional reminders: CHF 50. -
- 4.3. Rent must be paid via the payment slips provided by the Accommodation Service of the Università della Svizzera italiana, using the slip for the month in question. The tenant receives the payment slips from the Accommodation Service when taking possession of the premises.

5. Additional fees

- 5.1. Rent includes the following expenses:
 - heating and hot water
 - electricity in the common areas
 - electricity
 - security service
 - drinkable running water
 - ventilation
 - lift
 - sewage/waste/purification fees
 - wireless
 - furniture depreciation
 - snow removal
 - maintenance contracts
 - fire alarm system maintenance
- 5.2. Rent may be adjusted due to an increase in the above expenses.

6. Security deposit

- 6.1. The security deposit of CHF 1,000. - (one thousand) is due within 20 (twenty) days of when the tenant's room is assigned, using the account indicated by the Accommodation Service.
- 6.2. The deposit is held to cover all obligations arising from this lease, namely rent, damage to the premises, repairs for which the tenant is responsible, and cleaning costs if the premises are not vacated in perfect order.
- 6.3. The deposit will be refunded to the tenant within 60 days of when the premises are vacated, after the final inspection report has been signed.

6.4. The deposit will be refunded exclusively by bank transfer, to the account indicated by the tenant in a timely manner. Bank account details must be notified using the official form provided by the Accommodation Service.

6.5. The following are deducted from the refund:

- an administrative fee of 100 CHF (for drafting the lease and building administration);
- any unpaid rent;
- any damages or repairs for which the tenant is responsible;
- any cleaning costs due to the tenant's failure to comply with Arts. 9.2 and 14.4 of this lease or Art. 5 of the USI Home Regulations.

7. Handover

7.1. The landlord will hand over the premises in a condition suitable for their intended use.

7.2. The parties acknowledge that the premises have been handed over to the tenant in suitable condition save for any defects listed in an initial inspection report, in which case the report constitutes an integral part of this lease, or any defects reported by the tenant within 48 hours of the handover.

7.3. Handover takes place according to the standard practice of the Accommodation Service, provided that in the meantime, the landlord has received the security deposit and the lease has been signed.

7.4. The Accommodation Service sets specific days and hours for handing over rooms at USI Home and there is no other way to receive the room.

7.5. Handover takes place at USI Home in the presence of at least one Accommodation Service staff member. In exceptional cases, handover takes place at the front desk of the main USI building.

7.6. On arrival, the tenant must inspect the assigned room, its furniture, and the common areas. The tenant must then complete the inspection report provided and give it to the Accommodation Service.

7.7. The tenant has 48 hours to report any defects or abnormalities to the landlord. The inspection report is valid when signed by both parties.

8. Room key and laundry room badge

8.1. At the handover, the tenant is given a room key that also opens the main door of the USI Home building, and a badge for use of the washer and dryer.

8.2. The cost for a replacement key/badge in case of loss or theft is CHF 100.00 for the room key and CHF 30.00 for the laundry badge.

8.3. For security reasons, the owner of the building may decide to replace other keys and/or locks at the tenant's expense.

8.4. The laundry room badge comes with a balance of CHF 0.00 and can be topped up at the front desk in the main USI building. The minimum amount is CHF 10.00. There is no refund of any remaining balance on the badge when the premises are vacated.

9. Use of the premises

- 9.1. The tenant must take good care of the premises and keep them clean, sufficiently ventilated, whether or not you occupy it, protected from damage and be considerate of the building's other tenants.
- 9.2. The Accommodation Service may inspect the common areas (kitchen and laundry room) for cleanliness and good condition and, if necessary, engage an external cleaning service or make repairs. The cost will then be split evenly among all tenants assigned to these common areas.
- 9.3. The premises cannot be used for any purpose other than as agreed in the lease and the initial usage cannot be changed.
- 9.4. While the heating system is in use, heaters must never be turned off completely in any room.

10. Maintenance

- 10.1. A tenant who causes and/or notices a fault or malfunction in the room or the common areas must immediately inform the Accommodation Service (usihome@usi.ch); otherwise the tenant will be responsible for any resulting damage.
- 10.2. The landlord may immediately make the necessary repairs and new installations throughout the premises and in respect of the related installations without prior notice. repairs throughout the premises and install features (central heating, central hot water, kitchen and bathroom upgrades, etc.) without advance notice.
- 10.3. In case of damage to any common areas or to shared equipment/installations, the cost of repairs will be split evenly among all tenants involved, if the person who caused the damage cannot be identified. Tenants who can demonstrate their absence when the damage occurred are exempt.

11. Quiet enjoyment and relations with the other tenants

- 11.1. In using the room and common areas, you must be considerate of other tenants (Art. 257 f CO). Any inappropriate conduct that disturbs other tenants is prohibited. Quiet hours are from 11:00 p.m. to 7:00 a.m. During this time, you must refrain from loud noise, shouting, and any other conduct that may disturb the night time quiet. Multimedia devices must be kept at low volume so as not to disturb other tenants. For all other matters, the USI Home Regulations apply.

12. Access rights

- 12.1. Staff members of the Accommodation Service and USI Logistics, as well as the caretaker of the USI Home building (OCST), are authorised to access the premises as necessary, to inspect their condition on the landlord's behalf and in relation to repairs or renovations to be carried out .. In case of emergency, this may occur in the tenant's absence.

13. Other rules

- 13.1. The tenant must be at least 18 years old.
- 13.2. The tenant may not:
 - sublet the room to third parties (Art. 262 CO);
 - alter the premises in any way.

14. Handing back the premises

- 14.1. Except for any defects mentioned in the initial inspection report or notified by the tenant as per Art. 7.7 of this agreement, the premises must be vacated by the agreed date in the same condition in which they were delivered, and the room key and laundry room badge returned.
All of the tenant's belongings must be removed from the premises.
- 14.2. The Accommodation Service sets specific days and hours for handing back rooms in the presence of an USI staff member. The service is operational from Monday to Friday, public holidays excluded. It is not possible to check out during the weekend or on public holidays. If the last day of rent is on a weekend or on a public holiday, the check-out will take place in advance on the prior working day.
In case you need to leave during the weekend or at a time that differs from the provided slots (due to specific needing for the return trip): on agreement it is allowed to have a self check-out option. The tenant who opts for this option accepts in advance to take responsibility for any decision taken by USI about the status of the leased property/room (see art. 14.4).
- 14.3. The premises, shared areas included, must be left impeccably tidy and hygienically clean.
The refrigerator must be completely empty and cleaned inside and out.
- 14.4. When the room is handed back, an Accommodation Service staff member draws up a final inspection report.
The tenant is responsible for all damages caused by improper use of the premises and/or that clearly exceed ordinary wear and tear.
- 14.5. The tenant must begin cleaning and tidying the premises early enough to finish by the time the lease expires. Once the lease has expired, the tenant is no longer entitled to remain on or otherwise make use of the premises.

15. USI Home Regulations and key sheet

- 15.1. The USI Home Regulations are an integral part of the lease and are fully binding for the tenant.
- 15.2. If the tenant, after being warned by registered letter, fails to comply with the terms of the lease and/or the USI Home Regulations, the landlord may terminate the lease (Art. 257 f CO) and seek compensatory damages.
- 15.3. The key sheet, completed and signed by the tenant, is an integral part of this agreement.

16. Modifications

Modifications to this agreement are only valid if they are in writing.

17. Applicable law and place of jurisdiction

17.1. This agreement is governed by Swiss law.

17.2. In case of disagreements on the application of this contract, the parties will attempt to reach an agreement; if they are unable to, they recognise the exclusive jurisdiction of the Court of Lugano.

Lugano, _____

Università della Svizzera Italiana
Milan SAVIC
Ad interim chief operating officer

Università della Svizzera Italiana
Giovanni ZAVARITT
Secretary general

The tenant
First name LAST NAME

Attachments:

- USI Home Regulations
- Key sheet
- Initial inspection report