

Rental agreement deposit

Send form set to: Zuger Kantonalbank, Bahnhofstrasse 1, P.O. Box, 6301 Zug

Tenant

Tenant 1

Mr Ms Company

Last Name, company _____
 First name _____
 Current address _____
 Postcode, town _____
 Date of birth _____
 Place of civil origin, nationality _____
 Telephone/e-Mail _____
 Address of rented property _____

Tenant 2

Mr Ms

Last Name, company _____
 First name _____
 Current address _____
 Postcode, town _____
 Date of birth _____
 Place of civil origin, nationality _____
 Telephone/e-Mail _____

Is the address of the rented property the new domicile address of the Tenant?

Yes, valid from _____
 Any previous residential address of the Tenant on record at Zuger Kantonalbank is hereby changed to the present address.
 No

Landlord

Last name/first name/company _____
 Address _____
 Postcode, town _____
 Date of birth (individual person) _____
 Nationality _____
 Telephone _____

represented by:

The Tenant opens, with Zuger Kantonalbank, a rental deposit account in the form of a savings account in its name with a deposit of CHF _____, to be paid in by _____. The Bank will issue two credit notes, one each for the Tenant and the Landlord, for the amount credited to the rental deposit account. The resulting mailing costs will be debited directly to the rental deposit account. The Landlord is responsible for monitoring receipt of the agreed deposit.

The Tenant receives an account statement at the end of every calendar year. All postage expenses incurred will be charged directly to the rental deposit account. Delivery as an e-banking document is free of charge. The Tenant requests the activation of the rental deposit account and delivery as e-banking document as follows:

- in e-banking contract no. _____ (Tenant 1) and/or no. _____ (Tenant 2)
 new in e-banking as per section 7 of the Conditions – see overleaf (the required contract documents will be sent to the Tenant by post)

Name/First name/Date of birth _____
 Address/Postcode, Town _____

The Landlord must tick the following box if an annual account statement should be sent.

- Landlord wishes to receive an account statement. All postage expenses incurred will be charged directly to the rental deposit account.

We confirm having taken note of and that we agree with the "General Terms for the Rental agreement deposit" printed on the reverse.

 Place, date Landlord/representative

 Place, date Tenant 1 Tenant 2

General Terms for the Rental agreement deposit

1. The credit balance, including interest, in favour of the Tenant booked on this rental deposit account is pledged in favour of the Landlord as security for all of the latter's claims against one and/or the other account holder arising out of the rental agreement between them.
2. Pursuant to the provisions of art. 257e CO, the Tenant and the Landlord can only dispose over the rental deposit account jointly or based on a legally valid order to pay or a legally valid court judgment.
3. Upon the rental agreement having terminated and the Tenant having complied with all obligations arising therefrom, the Landlord is obliged to release the account balance in favour of the Tenant and to deliver to the latter the attached duly signed release declaration.
4. If the Landlord has not made a legal claim against the Tenant within one year after the termination of the rental agreement, the Tenant may request from the Bank, against presentation of evidence, the repayment of the account balance.
5. The Bank is entitled to provide information regarding the rental deposit account both to the Tenant and the Landlord at any time during the entire term of the rental deposit account.
6. For opening a rental deposit account, Zuger Kantonalbank charges an opening fee of CHF 30, regardless of the amount paid into the rental deposit account. The opening fee will not be levied if the Tenant has a ZugerKB account set (Young People, Start, Basic, Comfort, Premium) or a current account with Zuger Kantonalbank. Postage expenses incurred during the term of this agreement will be charged directly to the rental deposit account. If the rental deposit account is closed, the Bank is authorised to debit its account closing fees as per its price schedule to the rental deposit account in advance.
7. To have their account documents sent to them as e-banking documents, tenants must have e-banking access. If an e-banking contract already exists, the rental deposit account will be activated as per the tenant's instructions in the agreement. Where there is more than one tenant, or in the case of companies that do not have e-banking access, a new e-banking contract must be set up. In such cases the following applies:
 - a. Where there is more than one tenant, the e-banking contract will be opened under the name of Tenant 1 unless instructions to the contrary are stated in the agreement.
 - b. In the case of companies, the e-banking contract will be drawn up under the name of a private individual as per the instructions in the agreement. If the necessary information has not been provided in the agreement, it will be sent by post. Any amendments during the term of the present agreement must be communicated in writing and bear a legally binding signature (as per commercial register entry).
8. If no payment is made to the rental deposit account by the agreed date, the Bank has the right to close the rental deposit account after a period of 3 months without prior notice to the Tenant and the Landlord.
9. If any additional documents requested by the Bank are not submitted, the Bank may decide not to open a rental deposit account.
10. The current version of the General Terms and Conditions and the Conditions for the E-Banking Services of Zuger Kantonalbank apply in all other respects. These can be found on the website of Zuger Kantonalbank at www.zugerkb.ch/base-documents. The Tenant and the Landlord acknowledge and agree to their contents.