EXEMPLE D’ACCORD DE SOUS-LOCATION/EXAMPLE OF AGREEMENT OF A SUBRENTAL

N’a pas de valeur juridique et l’EPFL ne prend pas de responsabilité en cas de litige/no legal

Value and EPFL cannot be responsible in case of litigation

**SAMPLE OF CONTRACT TO SUBLET A FURNISHED STUDIO**

The parties:

Mr/Mrs:

Living in:

Hereafter called **the lessor**, on one part

And

Mr/Mrs:

Living in:

Hereafter called **the lessee**, of the other part.

It is hereby agreed as follows:

**Art. 1 – Description of rented premises**

One furnished studio for single/double occupation, with private bathroom and kitchen.

**Art. 2 – Duration and cost**

The monthly rent is fixed at CHF , **payable in advance on the first day of every month**, internet, hot water, heating and electricity included.

This contract is agreed for a period of months, starting on and finishing on

The written notice period is 1 month for the termination of the sublease or its continuation; the silence about the termination will confirm the continuation of the lease for a duration of months, at the conditions stated in this lease contract and so forth from months to months.

A notice period of two months is asked in case of an early termination[[1]](#footnote-1) (before the end of the contract).

**Art. 3 – Reasons for early termination**

**On the part of the lessor:**

1. If a termination notice is given for the main lease (the lessor’s)
2. If the rent is not paid
3. If the lessee violates his due diligence toward and respect for his neighbors
4. If the lessee sub-rents his lodgings to a third person without prior authorization or occupies the lodgings together with another person.

**On the part of the lessee:**

1. When the description of the premises does not correspond to those of the art 1 of this lease.

**Art. 4 – Furniture and items**

Included in this rental agreement are the furniture and items listed on an inventory agreed and signed by both parties on the day of take-up of the rental. The lessee should keep these in good condition, and leave them at the end of the rental period without any damage other than the normal wear and tear. No furniture should be removed from the lodgings, except if asked for by the lessor.

**Art. 5 – Special services**

Any fees for subscriptions to telephone, radio or television services are the responsibility of the

lessee, if any of these are installed in the rented premises.

**Art. 6 – Use of facilities**

The lessee may use the facilities mentioned in Art. 1, but may not use them for any other purpose than that for which they are designed for. The lessee may not allow any strangers to benefit from this rental agreement.

**Art. 7 – Responsibility of the lessee**

The lessee is responsible for all damages caused in the rented premises or in the building, by his fault, negligence or misuse. He is expected to keep the rented premises in a state of perfect cleanliness and good order. Furthermore he should take out a third party liability insurance.

**Art. 8 – General conditions**

Under the conditions stipulated by this rental agreement, use of the rented lodgings and furniture are regulated by the rental terms and conditions of the canton of Vaud. The conditions of the Federal Code of Obligations will apply in case the current rental agreement and its attachments are not otherwise applicable.

Made in two copies in on the

For the lessee For the lessor

……………………………………. ……………………………………….

1. Please note the art 34 of the [RULV](http://logement.epfl.ch/files/content/sites/habitation/files/Proposer%20un%20logement/R%C3%A8gles%20et%20usages%20locatifs%20Canton%20deVaud%20GB.pdf) regarding the early termination of a lease.

   It is possible to free a sub-tenant earlier than the end of the lease according to the notices stated above in order to facilitate his/her departure and its related fees. In this case you need to precise these terms in the lease. [↑](#footnote-ref-1)