



## CERN FURNISHED APARTMENTS-SUB-LEASE AGREEMENT – 04TA65

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CERN, the European Organization for Nuclear Research in Geneva, lessee of the fully furnished and equipped apartment located:

4, ch. Taverney Apt 65 CH – 1218 Grand-Saconnex Suisse

comprising:

one kitchen

1 room (studio),

cellar No 465,

and park place No B7,

sub-lets these premises to:

Department

CERN Identification No

### Article 1: Type of sub-lease

FIXED-TERM – Arrival and departure dates predetermined, not subject to modification except in circumstances beyond the control of one or other, or both, of the two parties to this sub-lease (cf. Article 4 below).

### Article 2: Duration of the sub-lease

Minimum: 1 month / Maximum: 6 months.

The present sub-lease is concluded for a fixed duration of \_\_\_\_\_ days, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_

### Article 3: Rent

Units of 30 days, i.e. a whole month, are used as the basis for the calculation of the rent due for any period of less than a full month, whichever the month may be.

The monthly rent amount to 1410 CHF and includes:

- charges for water and heating (rentals, rates and consumption);
- a lump sum to cover 4 hours of cleaning at the end of the sub-lease.

This rent does not include:

- charges for telephone and electricity (rentals, rates and consumption);



- internet, where applicable;
- radio and television licence fees, where applicable;
- laundering of the linen provided;
- any additional costs of cleaning at the end of the sub-lease over and above the lump sum provided for in the rent;
- repairs, renovation etc. made necessary through negligence on the part of the sub-tenant.

The amount of the rent indicated above will remain unchanged throughout the entire period of the present agreement.

The last rent covering the period of \_\_\_\_\_ nights in \_\_\_\_\_ amounts to \_\_\_\_\_. The first rent shall be paid by the sub-tenant no more than 5 days after he has received the keys. Thereafter, the monthly rent shall be paid in full in advance, no later than the first day of each month, into the CERN Housing Fund account at the bank UBS S.A., CERN agency, **account No. 12-1098-8**, with the indication of the code 04TA65.

It is explicitly stipulated that failure to honour one single period of rent by the deadline will trigger a summons to pay, issued by CERN.

#### Article 4: Resiliation / Extension

The premises must imperatively be vacated by the sub-tenant at the latest by the date of termination or resiliation of the present sub-lease. Any day of occupancy or of failure to return the keys beyond this date is liable to expose the sub-tenant to the payment of indemnities and damages for unlawful occupancy, as well as to the reimbursement of expenses incurred by CERN and / or the next sub-tenant due to the fact that he is prevented from taking up residence in the premises. In such circumstances, CERN reserves the right to engage in the applicable legal action.

CERN reserves moreover the right to resiliate this sub-lease with immediate effect in the following instances:

following a summons to pay the rent to no effect (cf. Article 3 above);

on the specified termination date;

in cases of non-compliance with the conditions defined in the document 'CERN furnished apartments: **Code of conduct**' and **Articles 5 and 6 of the present sub-lease**.

In circumstances beyond the control of the sub-tenant ('force majeure'), a negotiated early or late departure may be envisaged, providing that:

- a written request be submitted with adequate justification;
- in the case of early departure, CERN will suffer no financial loss;



- in the case of postponed departure, the apartment has not been otherwise committed during the requested period. This extension will be formalised by means of a contract amendment, signed by both parties.

## **Article 5: Inventory and condition of the premises, equipment, furnishings and fittings (in French 'Etat des lieux' et 'Inventaire')**

The premises shall be deemed to have been handed over to the sub-tenant and accepted by him in the condition stipulated in the document 'Etat des lieux et Inventaire' of which he will receive two copies together with the keys. A maximum of three days will then be allowed for the sub-tenant to check the accuracy of the information in this document, complete, if necessary, the section 'ARRIVEE / ARRIVAL', then submit both copies to the approval of the CERN Housing Service. Each copy, reflecting the respective positions, shall then be dated and signed by both parties, each of which shall retain a copy which will serve as the basis for comparison at the end of the sub-lease.

At that point in time, the sub-tenant commits himself to return the premises in the same condition as he found them upon arrival. To certify this concordance at the moment of vacation of the premises, the section 'DEPART / DEPARTURE' shall be completed and signed at the time of the final 'Etat des Lieux' and Inventory scheduled on in the presence of both parties.

## **Article 6: Utilisation of the premises**

The sub-tenant shall not transfer the sub-lease nor in turn sub-let or make available all or part of the leased premises, including annexes, to a third party, even free of charge.

The use of the leased premises shall be subject in general to the regulations concerning proper conduct in apartment buildings and the customs prevailing in the area and in particular to the conditions laid out in the documents 'CERN Furnished Apartments: Code of Conduct' and 'CERN Furnished Apartments: Guide for your arrival, during your stay and upon your departure'. The sub-tenant acknowledges having received a copy of each of these documents and undertakes to abide by them.

## **Article 7: Deposit**

In order to guarantee fulfilment of the obligations subscribed to by virtue of this sub-lease, the sub-tenant shall pay a deposit of CHF within the same time limit as the one prescribed in Article 3 above for settlement of the first rent. This sum may not be used as payment of the contractual rent. It shall be refunded to the sub-tenant at the latest three months following vacation of the premises after deduction of all outstanding costs, charges and invoices for which he may be



liable, including those which CERN may be required to reimburse in lieu of or on behalf of the sub-tenant.

## Article 8: Insurance

The furniture, household equipment, accessories etc. provided by and belongings to CERN are insured against theft following a break-in and damage and / or destruction by fire and water, except where the sub-tenant's responsibility is involved. In case of any occurrence of this nature, the sub-tenant must inform CERN immediately in writing.

In no circumstances does CERN's insurance cover either the sub-tenant's personal effects, nor any damage, injuries etc. which he may cause to third parties, their property and belongings, including those provided by CERN. On account of this, the sub-tenant acknowledges having been informed of his obligation to take out a civil liability ('Responsabilité Civile') insurance, in his name and at his expense, to cover the entire period of the sub-lease. In case of failure to do so, the sub-tenant shall remain solely and entirely responsible for all consequences, with no recourse possible to either the principal lessee or the owner of the premises.

The sub-tenant is also strongly advised to insure his personal effects against theft and damage, deterioration or loss due to fire, explosion, water etc., at his expense and for their real value.

Established and signed  
in duplicate at CERN,  
Meyrin, on

Sub-tenant

CERN Housing Service