

ZKB Rental Deposit Savings Account for Natural Persons

The tenant and landlord request Zürcher Kantonalbank (the "Bank") to open a ZKB Rental Deposit Savings Account. A **one-time opening fee of CHF 50** will be charged for the opening. The opening fee will be charged to the Rental Deposit Savings Account and must therefore be paid into the Rental Deposit Savings Account in addition to the agreed deposit.

1. Details of the leased property *Required fields

Street/No. * _____
 Postcode/City * _____

2. Details of the tenant ("Account Holder")

	Tenant 1	Mr	Ms	Tenant 2	Mr	Ms
Surname *	_____			_____		
First Name *	_____			_____		
Date of birth *	_____			_____		
Civil status *	_____			_____		
Place of citizenship/nationality *	_____			_____		
Telephone, mobile number	_____			_____		
Previous address:	_____			_____		
Street/No. *	_____			_____		
Postcode/City *	_____			_____		
Relationship to tenant 1 *						
				Accommodation share		
				life companion		
				spouse		
The address of the leased property is my new home address	Yes, effective from		immediate	Yes, effective from		immediate
	No		_____	No		_____

If the rental property is your new home address, all bank correspondence will be sent to your new address from the date specified.

3. Details of your landlord and any existing administration

	Landlord	Administration
Company	_____	_____
First name/Surname	_____	_____
Street, No./Correspondence address	_____	_____
Postcode/City	_____	_____

4. Transfer to the ZKB Rental Deposit Savings Account to be opened (Please check the relevant field)

Amount of deposit
 + opening fee
total
 at the cost of ZKB account no./IBAN (exclusively ZKB account/IBAN) _____
 in the name of _____
 Signature of the Account Holder(s) _____
 Payment slip with IBAN to the tenant Payment slip with IBAN to the landlord or administration No payment slip



5. Power of Attorney

Until further notice, the Account Holder(s) grant(s) within the framework of this **ZKB Rental Deposit Savings Account** to the following person a **power of attorney** to duly represent them and, in particular, in accordance with the following provisions to have **sole and unlimited access**, both for their own benefit or for the benefit of the landlord or administration, to the **credit balance** or to **close the account**. It is the responsibility of the authorised person, not that of the Bank, to inform the Account Holder(s) of their actions. This power of attorney remains in effect without change, subject to written revocation, even in

Authorised representative* (Surname, First Name, Address)	
Place of citizenship/nationality	Date of birth

case of the death or incapacity to act of an Account Holder (Art. 35 of the Schweizerisches Obligationenrecht/[Swiss Code of Obligations]). However, where the Bank is informed of the death of all Account Holders, it retains the right to make acts of disposal of the authorised person subject to further requirements (e.g. the submission of a certificate of inheritance, approval by the heirs). The right of the authorised person to grant a power of attorney to a third party for their part is excluded. **Powers of attorney cannot be granted in favour of the landlord or administration.**

Signature*

6. Provisions

1. A ZKB Rental Deposit Savings Account is opened for the security deposit to be paid by the tenant(s) in the name of the tenant(s). If no deposit is made within 6 months of the account being opened, the Bank may close the ZKB Rental Deposit Savings Account without further notice.
2. The **credit balance** on the ZKB Rental Deposit Savings Account (**including any interest and reduced by the one-time opening fee of CHF 50**) is pledged as security in favour of the Landlord for all the Landlord's claims against one Account Holder and/or another arising from the tenancy relationship existing between them.
3. The opening fee is debited to the ZKB Tenants' Deposit Account immediately after opening the account. The account holder is sent an account statement at the end of each year. The tenant and the landlord will receive a corresponding notification after the security deposit has been received. The bank may provide the landlord with information about the extent and inventory of the security in each case.
4. The Bank may pay the security only with the approval of both parties or when supported by a legal payment order or a legal court judgement (Art. 257e of the Swiss Code of Obligations). If the landlord has not made any claim against the Account Holder within a year of the end of the tenancy („one-year limit“), this Account Holder may request payment of the credit balance by the Bank. Payment is made provided that the landlord does not inform the Bank in writing within three weeks of the request by the Bank with regard to the claim made within the period of notice.
5. If the ZKB Rental Deposit Savings Account is in the name of **several tenants, each** is entitled as an Account Holder – subject to the approval of the landlord, the submission of a legal court judgement or the ending of the one-year limit – **to access the credit balance solely and without limitation, either in their own favour or in favour of the landlord or the administration and to close the account**. Several account holders are jointly and severally liable for the opening fee. The Bank is entitled to pay the security on the basis of a legal payment order or a legal court judgement against one of the Account Holders to the landlord or the administration. The payment of the security after the end of the one-year limit may only be requested if the landlord has legally asserted a claim against the Account Holder arising from the tenancy. In case of death, the occurrence of incapacity to act or the insolvency of an Account Holder, the contractual relationship is only continued with the remaining Account Holder. The heirs of the deceased, their statutory representatives or the insolvency administration only have a retroactive right to information for the period of business up to the death or occurrence of incapacity to act or bankruptcy, as the case may be.
6. The Account Holder(s) attest(s) the authenticity of the signature of the above authorised representative. It is the responsibility of the Principal to inform the Proxy of the content of this power of attorney and to ensure that the proxy complies with all obligations under this power of attorney.
7. The signatures below act as a sample for dealings with the Bank.
8. The Bank reserves the right to make changes to the conditions of the ZKB Rental Deposit Savings Account at any time for objective reasons. The changes are made known to the customer in an appropriate manner in advance and are deemed accepted if no objection is lodged within 30 days of disclosure.

7. The parties declare that they have received the General Terms and Conditions of Zürcher Kantonalbank and acknowledge them for all dealings with the Bank. All legal relations between the Parties and the Bank shall be governed by substantive Swiss law. The place of performance and debt enforcement for Parties residing/domiciled abroad shall be Zurich 1. The exclusive place of jurisdiction for all types of proceedings shall be Zurich 1 or the place of residence/domicile of the defendant. Mandatory provisions of law on the place of jurisdiction remain reserved.

The signatures of the tenant and the landlord or administrator must be original. Copies will not be accepted.

Tenant 1 Place, Date	Signature ┌	└
_____	└	└

Tenant 2 Place, Date	Signature* ┌	└
_____	└	└

Landlord, possibly represented by the administration Place, Date	Signature/s ┌	└
_____	└	└
	┌	└
	└	└

*** Please cross out any fields not completed!**

Please send the document (without General Conditions) to: **Zürcher Kantonalbank, Mieterkautionen, Postfach, 8010 Zürich**