

ZKB Rental Deposit Savings Account for Legal Persons/sole proprietorship

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 tenant ("Account Holder") *Required fields

Name/Company _____

In the case of a sole proprietorship, it is mandatory to indicate the authorised signatories on page 2.

Address of head office: *

Street/No. _____

Postcode/City _____

Address for Correspondence: *

Street/No. _____

Postcode/City _____

Address of the leased property: *

Street/No. _____

Postcode/City _____ valid from _____

2. Details of your landlord and any existing administration

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

3. 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

4. Authorised signatory of the tenant ("Account Holder")

The persons listed below act on behalf of the Account Holder for the purposes of this ZKB Rental Deposit Savings Account with legal effect and without limitation in business transactions with Zürcher Kantonalbank. They are entitled, in particular, in accordance with the following provisions regarding the security deposit without limitation, to access or close the account in their own favour or in favour of the landlord or the administration. It is the responsibility of the authorised signatories, not that of the Bank, to inform the Account Holder of their actions. The signatory power is independent of commercial register entries and publications to the contrary

and remains in effect as long as it is not revoked by written notice to the Bank. If the Account Holder is a natural person, the power of representation of the authorised person is not removed due to death or the occurrence of inability to act. However, the Bank reserves the right to make disposal acts subject to further requirements (such as submission of the certificate of inheritance, consent of the heirs). The right of the authorised signatory to grant a power of attorney to a third party for their part is excluded. **Signatory rights cannot be granted in favour of the landlord or administration.**



Authorised signatory* (Surname, First name, Address)

Place of citizenship/nationality _____ Date of birth _____

Individual Joint authority

Signature*

Authorised signatory* (Surname, First name, Address)

Place of citizenship/nationality _____ Date of birth _____

Individual Joint authority

Signature*

5. 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 one year of the end of the tenancy ("one-year limit"), this Account Holder may request the payment of their credit balances from 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 for the security deposit made within the period of notice.
5. The Account Holder(s) attest(s) the authenticity of the signature(s) of the above authorised representative. It is the responsibility of the Principal to inform the above authorised signatory of the content of this power of attorney and to ensure that the above authorised signatory complies with all obligations under this power of attorney.
6. The signatures below act as a sample for dealings with the bank.
7. 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.

6. 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 Place, Date	Signature 1 ┌	└
_____	└	└

Signature 2* ┌	└
└	└

Landlord, possibly represented by the administration Place, Date	Signature 1 ┌	└
_____	└	└

Signature 2* ┌	└
└	└

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

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