

# TENANCY AGREEMENT between Host - Intermediary, version 1.07

## THE UNDERSIGNED:

{% if host.is\_company %}

1. The private limited company {{ host.company.company\_name }}, having its registered office and principal place of business in {{ host.company.city }} at {{ host.address }}, represented by:

FullNameLessor

hereinafter referred to as the **‘Host’**;

{% else %}

2. {% if host.gender == "m" %} Mr {% elif host.gender == "f" %} Ms {% endif %}

{{ host.fullname }}

born on {{ host.date\_of\_birth }}, residing in {{ host.city }} at {{ host.address }}, hereinafter referred to as the **‘Host’**;

{% endif %}

3. The private limited company {{ employer.company\_name }}, having its registered office and principal place of business in {{ employer.city }} at {{ employer.address }}, represented by:

FullNameEmployer

hereinafter referred to as the **‘Tenant’** or **‘Intermediary’**;

## WHEREAS

{% if is\_office\_rental %} A. The parties explicitly opt for a tenancy agreement as referred to in Section 230a of Book 7 of the Dutch Civil Code; {% else %} A. The parties explicitly opt for the possibility of a tenancy agreement of brief duration by its nature as referred to in Section 232(2) of Book 7 of the Dutch Civil Code; {% endif %}

B. The parties expressly have no intention of concluding a regular tenancy agreement{% if is\_office\_rental %} living space{% endif %};

C. The Tenant expressly accepts that he/she is not entitled to security of tenure;

D. This agreement was concluded through the intermediary services of Lento Operations B.V. (‘Lento’), via Lento’s digital platform (the ‘Portal’);

E. The Intermediary uses the rented object for the accommodation of its employees or for the accommodation of third parties, the subtenancy agreements qualifying as a tenancy agreement of brief duration by its nature (Section 232(2) of Book 7 of the Dutch Civil Code).

## HAVE AGREED AS FOLLOWS:

### 1. The Rented Object, intended use

1.1. The Host lets to the Tenant and the Tenant rents from the Host the {% if is\_furnished %}furnished {% else %}unfurnished {% endif %}accommodation(s) situated at:

{% for adres in units\_address\_list %}

- de {{ adres }}

{% endfor %}

as described in more detail in the Portal (the Rented Object).

{% if not incl\_gwl %} The rented object is without gas/heating, water and electricity (GWE). The Tenant must arrange their own energy/water contracts and bears the additional costs.

{% endif %} The Rented Object also includes, if applicable, the common use of the common areas of the

complex in which the Rented Object is situated. The condition of the Rented Object on the date of delivery may be described in a delivery report to be initialised by the parties. The letting of the Rented Object includes the items listed in the Portal. {% if snf\_certified %}

The rented object is SNF-certified (Stichting Normering Flexwonen or Foundation for Flexible Housing Standards). {% endif %} {% if akf\_certified %}

The rented object is AKF-certified (Agrarisch Keurmerk Flexwonen or Agricultural Quality Label for Flexible Housing). {% endif %}

1.2. The Rented Object will be used by or on behalf of the Tenant exclusively as temporary accommodation for no more than {{ nr\_of\_units }} person(s) by means of subletting, and the subtenancy agreement must qualify as a tenancy agreement of brief duration by its nature within the meaning of Section 232(2) of Book 7 of the Dutch Civil Code.

1.3. Without the prior written permission of the Host, the Tenant is not permitted to use the Rented Object for any purposes other than those stated in Article 1.2.

1.4. In this agreement, the following terms are defined as stated below:

- “**The General Provisions**” will mean the general provisions as adopted by the Netherlands Real Estate Council (ROZ) and as provided for in Article 2;
- “**The Complex**” will mean the premises of which the Rented Object forms part, if applicable;
- “**The Rented Object**” will mean the property which the Tenant rents from the Host as set out in more detail in this tenancy agreement (refer to Article 1.1 in particular);
- “**Common Areas**” will mean the areas of the complex in respect of which the Tenant has a right of joint use (together with others), if applicable;
- “**Commencement Date of the Tenancy Agreement**” will mean the date on which this agreement commences pursuant to Article 3.1. This does not alter the fact that obligations may arise for the parties under this Tenancy Agreement before that date;
- “**Delivery**” will mean making the Rented Object available to the Tenant;

## 2. Conditions

{% if is\_office\_rental %} 2.1. This rental agreement is made up of the "GENERAL PROVISIONS FOR LETTER AGREEMENT OF OFFICE SPACE and other business premises within the meaning of Section 7:230a of the Dutch Civil Code", filed with the Registry of the District Court of The Hague on February 17, 2015 and registered there under number 15/21, (hereinafter referred to as "General Provisions"). The contents of these general provisions are known to the parties. Tenant and Host have received an excerpt of the General Provisions. {% else %} 2.1. Under this tenancy agreement, the parties must comply with the provisions of the law with respect to letting and renting of residential accommodation, unless this tenancy agreement provides otherwise. The ‘GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION’, in accordance with the model drawn up by the Netherlands Real Estate Council (ROZ), adopted on 20 March 2017 and filed with the registry of the District Court of The Hague on 12 April 2017 and registered there under number 2017.21, form part of this tenancy agreement, unless this agreement provides otherwise. The parties are familiar with these General Provisions. The Tenant has received a copy thereof. The General Provisions are attached as **Annex 1**. The parties realise that the applicability of these General Provisions does not in any way indicate that a regular tenancy agreement has been concluded. {% endif %}

2.2. The General Provisions referred to in Article 2 will apply unless this Tenancy Agreement expressly provides otherwise or where the General Provisions cannot be applied to the Rented Object.

2.3. This agreement is subject to the Framework Agreement between Lento-Host, insofar as any obligations arise from it for the Host.

2.4. This agreement is subject to the Framework Agreement between Lento-Intermediary, insofar as any obligations arise from it for the Tenant.

## 3. Duration, extension and termination

3.1. This tenancy agreement is entered into, starting on {{ start\_date }} and running until {{ end\_date }}, subject to the provisions of Article 3.6.

3.2. The Host will make the Rented Object available to the Tenant on the commencement date of the tenancy agreement, provided that the Tenant has met all obligations towards the Host existing at that time.

3.3. After the end of the period referred to in Article 3.1, this agreement will expire by operation of law without any notice of termination being required, unless the parties agree before the end of that period to extend the agreement by a further period to be agreed upon.

3.4. After the end of an extension period as referred to in Article 3.3, this agreement will expire by operation of law, unless the parties agree before the end of that period to extend the agreement by a further period to be agreed upon.

{% if notice\_period == 0 %}3.5. The parties may not terminate this tenancy agreement early by giving notice during the period referred to in Article 3.1 and the extension(s) referred to in Article 3.3. {% else %}3.5. During the first three months after commencement of this tenancy agreement, neither party is permitted to terminate this agreement. Notwithstanding the termination by operation of law as mentioned in articles 3.3 and 3.4, the Tenant shall be permitted to terminate this tenancy agreement before the end date mentioned in article 3.1. Tenant may terminate the agreement early by a date located between three months after the commencement date and the end date of the lease by giving written notice of a notice period of {{ notice\_period }} month(s). {% endif %}

3.6. The Host is aware that the Tenant gives its subtenants the right to extend the subtenancy agreement by four weeks if the employment contract between the Tenant, or a company affiliated with the Tenant, and the subtenant expires. If this arrangement results in the subtenancy agreement continuing until a date after the end of the period referred to in Article 3.1 or Article 3.3, this agreement will be extended by a period resulting in the simultaneous termination of this agreement and the subtenancy agreement. If this agreement relates to several Lettable Units, the extension applies only to the Lettable Unit that is sublet for a longer period on the basis of the aforementioned arrangement.

3.7. If it appears from the authorities that it is not allowed to house labour migrants in the rented property, both the Host and the Tenant will have the right to dissolve or terminate this tenancy agreement immediately without the parties being liable to each other for damages or compensation on any grounds whatsoever.

#### **4. Rent and payment obligation**

4.1. From the commencement date, the Tenant will be obliged to pay the rent including the costs of other items and services provided in connection with the use of the Rented Object and additional charges {% if business\_rental\_incl\_vat\_high %}, VAT{% endif %} and tourist tax. {% if not incl\_gwl %} The rented object is without gas/heating, water and electricity (GWE). The Tenant must arrange their own energy/water contracts and bears the additional costs. Therefore, the costs involved are not included in the rent. {% else %} {% if not rental\_price\_incl\_energy\_costs %} The rented object includes Gas/Heat, Water and Electricity (GWE) connections. However, the rent is exclusive of GWE costs. The Tenant must pay the GWE costs to the Host on a monthly basis. To this end, the Host will charge the GWE costs to the Tenant on a monthly basis, on a post-calculation basis. This will be done outside of Lento. {% endif %} {% endif %}

4.2. The rent and all other costs referred to in Article 4.1, except for tourist tax, will be payable in advance, and must always be paid on or before the first day of the period to which the payment relates, into account number NL96 RABO 0375 3979 30 in the name of Lento Operations B.V. Payment is made via a digital payment method to be selected by Lento. Tourist tax will be charged based on post-calculations, afterwards.

{% if contract\_period\_longer\_than\_rental\_term %} 4.3. The payment periode is: {{ rental\_term }}. Each payment periode the Tenant must pay a total amount of € {{ pricing.total\_costs }} in words: {{ pricing.total\_costs\_word }} euro{% if business\_rental\_incl\_vat\_high %} (without VAT){% endif %}. {% else %} 4.3. The Tenant has to pay in total € {{ pricing.total\_costs }} in words: {{ pricing.total\_costs\_word }} euro{% if business\_rental\_incl\_vat\_high %} (without VAT){% endif %}. {% endif %}

4.4. With a view to the effective date included in Article 3.1, the Tenant's first payment relates to the first rental period and the Tenant will pay the amount referred to in Article 4.3 before or on the effective date referred to in Article 3.1.

#### **5. Rent adjustment**

5.1. Regardless of the commencement date and the term of this agreement, the Host is entitled to adjust the rent each year, for the first time one year after the start of this rental agreement, on the basis of changes to the monthly price index figure according to the Consumer Price Index (CPI) series all 8/13 households ({{ indexation\_year }}=100), published by Statistics Netherlands (Centraal Bureau voor de Statistiek, CBS). The adjusted rent is calculated using the following formula: the adjusted rent is equal to the rent which applies on the date of the adjustment, multiplied by the index figure for the calendar month that is four calendar months prior to the calendar month in which the rent is adjusted, divided by the index figure for the calendar month that is sixteen calendar months prior to the calendar month in which the rent is adjusted.

## 6. Manager

6.1. Unless otherwise notified by the Host, the Host will act as manager.

6.2. Unless agreed otherwise in writing, the Tenant must contact the Host when it comes to matters concerning the content of this tenancy agreement. Notice of termination must always be sent to the Host and Lento.

6.3. The Tenant must contact the manager when it comes to all further matters concerning this Tenancy Agreement.

6.4. Any extension and/or amendment of this agreement will be valid only if it is recorded in the Portal.

## 7. Deposit {% if not pricing.with\_deposit %}

7.1 The Tenant does not owe a deposit.

{% else %}

7.1. The Tenant will pay a deposit before the Commencement Date in the amount of {{ pricing.deposit }} rent in the manner indicated in Article 4. In addition to {% if is\_office\_rental %}Article 24.1 {% else %}Article 21 {% endif %} of the General Provisions, the deposit will also serve as a guarantee for any damage caused to the Rented Object and/or its household contents during the rental period.

7.2. If, at the end of the tenancy agreement, the deposit has not been used, or has not been used in full, for: overdue rent, service charges, damage to the rental home which is for the Tenant's account or energy performance fees, the remainder shall be refunded by the Host to the Tenant no later than fourteen days after the end of the lease. In case of set-off against the aforementioned items, set-off shall take place within 30 days after the end of the lease, provided with a written specification.

7.3. No interest is paid on the deposit.

{% endif %}

## 8. Damage/Loss

8.1. In the event of any damage to the Rented Object, the Tenant will be obliged to compensate the Host for this damage at the Host's first request.

8.2. If, at the end of the agreement, the Tenant fails to deliver the Rented Object to the Host vacant and clean, the Tenant will pay the cleaning costs to the Host at the Host's first request.

## SPECIAL PROVISIONS

### 9. Use and nuisance

{% if not is\_office\_rental %}9.1. In addition to Article 1.1 of the General Provisions, the Tenant is obliged to actually use the Rented Object in accordance with the provisions of Article 1.2.{% endif %}

{% if is\_office\_rental %}9.1. {% else %}9.2. {% endif %}If the Tenant has the joint use of common halls, corridors or other external spaces/grounds, the Tenant undertakes to strictly comply with the instructions to be given by the Host in respect of the management, maintenance and joint use of these spaces, which instructions are not included in this tenancy agreement as such. The Tenant may not place any waste, bicycles, mopeds or other items in these spaces.

{% if is\_office\_rental %}9.2. {% else %}9.3. {% endif %}The Tenant or any persons who are in the Rented Object on the Tenant's behalf are prohibited from smoking in the Rented Object. If, upon termination of the tenancy agreement, the Host discovers any smoke damage (including discolouration and smoke odour) on walls, ceilings, doors and/or window frames, the Host will be entitled to pass on to the Tenant the costs incurred for the removal of the smoke deposit and odour.

{% if is\_office\_rental %}9.3. {% else %}9.4. {% endif %}The Tenant may not keep any animals in the Rented Object without the written consent of the Host.

{% if is\_office\_rental %}9.4. {% else %}9.5. {% endif %}The Tenant hereby gives the Host permission in advance to check the interior of the Rented Object no more than once a month for violations of the Dutch Opium Act. The appointment to be made for this purpose will be announced to Tenant at least 24 hours in advance.

### 10. Changes to the Rented Object

10.1. The Tenant is not permitted to make any changes to the Rented Object.

10.2. The Tenant is expressly forbidden to:

- drill holes in the tiling, such as the walls and floors of the kitchen, toilet and bathroom;
- put hot pans and suchlike directly on the countertop and to use the countertop as a cutting board.

10.3. The laying-out and design of the communal garden (if any) should remain unchanged.

## **11. Appliances**

11.1. Insofar as the Rented Object is let with kitchen appliances, such as a microwave oven, cooker hood, fridge-freezer, ceramic hob or dishwasher, the Tenant will be obliged to care for and maintain them in a manner befitting a responsible Tenant and to use them only in accordance with their intended purpose. The Tenant is prohibited from moving or replacing built-in kitchen appliances, unless with the prior written consent of the Host.

11.2. If the Rented Object comes with any smoke alarm(s), the Tenant will tolerate their presence and maintain them.

## **12. Insurance**

12.1. The Tenant must take out and maintain liability insurance.

## **13. Suspensive condition - no timely availability**

13.1. This agreement is concluded under the suspensive condition that the Host agrees to this letting by signing this agreement via the Portal. If the Host has not agreed to this letting as referred to in the first sentence within five days after this agreement has been signed by the Tenant, this agreement will not come into effect.

13.2. In derogation of {% if is\_office\_rental %}Article 26.1 {% else %}Article 23.4 {% endif %} of the General Provisions, the Tenant is entitled to terminate the tenancy agreement without the necessity of court proceedings if the Host is unable to make the Rented Object available on the intended Commencement Date.

## **14. Deviations from / additions to the General Provisions {% if is\_office\_rental %}**

14.1. In addition to Article 5, the Tenant is not permitted to set the temperature in the rented object any higher than 21 degrees Celsius. Windows and doors should remain closed when the heating is on.

14.2. In addition to Article 30 of the General Provisions, the Tenant agrees by signing this tenancy agreement that his/her name, telephone number and e-mail address (personal data) will be used by the Host for the purposes of access to the Rented Object and monitoring and control of energy through mobile communications.

14.3. In addition to Article 30 of the General Provisions, the Tenant declares that he/she is aware that his/her personal data will be recorded with due observance of the General Data Protection Regulation (GDPR), that the data will only be used for the purpose for which they were obtained, that the data will not be kept longer than necessary and that the data will not be provided to third parties for no reason. The Tenant has the right to inspect his/her personal data, as stipulated in the Personal Data Protection Act.

{% else %}

14.1. The following articles of the General Provisions do not apply: 2.1, 5.2, 5.3, 5.4, 16, 17, 18.

14.2. In addition to Article 7.1, the Tenant is not permitted to set the temperature in the rented object any higher than 21 degrees Celsius. Windows and doors should remain closed when the heating is on.

14.3. In Article 11.1, the words ‘in conjunction with Section 240 of Book 7’ are deleted.

14.4. The following will apply instead of Article 13.4 and 13.5:

The Host will not be liable for any damage as a result of a defect and the Tenant will not be able to claim a rent reduction and set-off in the event of a defect, except for the right of set-off as referred to in Article 206(3) of Book 7 of the Dutch Civil Code. The foregoing will not apply in the following circumstances:

- in the event of damage if a defect is the result of a serious attributable breach by the Host;
- if the Host was aware of a defect when entering into the tenancy agreement and did not make any further agreements with the Tenant in this respect;
- if, on the commencement date referred to in Article 3.1 of the tenancy agreement, the rented object proves unsuitable for the use referred to in Article 1.1 of the tenancy agreement due to circumstances attributable to the Host;
- if the Host should have been aware of a defect when entering into the tenancy agreement and the Tenant, by virtue of his/her obligation to investigate, could not or should not have been aware of it or did not have to investigate it;
- if the Host has not observed the reasonable time limit set by the Tenant in writing as referred to in Article 11.6 to make a start on rectifying a defect that is the responsibility of the Host.

14.5. In addition to Article 26.1 of the General Provisions, the Tenant agrees by signing this tenancy agreement that his/her name, telephone number and e-mail address (personal data) will be used by the Host for the purposes of access to the Rented Object and monitoring and control of energy through mobile communications.

14.6. In addition to Article 26 of the General Provisions, the Tenant declares that he/she is aware that his/her personal data will be recorded with due observance of the General Data Protection Regulation (GDPR), that the data will only be used for the purpose for which they were obtained, that the data will not be kept longer than necessary and that the data will not be provided to third parties for no reason. The Tenant has the right to inspect his/her personal data, as stipulated in the Personal Data Protection Act.

{% endif %}

## **15. Internal Regulations**

15.1. The Host's Internal Regulations form an integral part of the tenancy agreement and are enclosed as Annex 2. The Tenant must comply with these Internal Regulations.

## **16. Choice of law**

16.1. This agreement is governed exclusively by Dutch law.

16.2. If a translation of this agreement is used and there are differences between the Dutch agreement and the foreign-language agreement, the Dutch agreement will prevail.

**APPENDICES**

The following annexes have been attached to this agreement:

- the General Provisions
- Internal Regulations

**DRAWN UP AND SIGNED:**

Host	Tenant
Place:	Place:
{{ host.city }}	{{ employer.city }}
Date:	Date:
{% if not disable_signing %} DateSignedLessor {%	{% if not disable_signing %} DateSignedEmployer {%
endif %}	endif %}
{% if not disable_signing %} Please Sign Lessor	{% if not disable_signing %} Please Sign Employer
{% endif %}	{% endif %}
FullNameLessor	FullNameEmployer

{% if is\_office\_rental %}

## **Annex 1. GENERAL TERMS AND CONDITIONS – LEASE AGREEMENT FOR OFFICE PREMISES**

### **GENERAL TERMS AND CONDITIONS – LEASE AGREEMENT FOR OFFICE PREMISES and other business premises within the meaning of Section 7:230a of the Dutch Civil Code**

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In accordance with the model established by the Real Estate Council (ROZ) on 30 January 2015 and filed with the Clerk of the District Court at The Hague on 17 February 2015 and registered there under number 15/21. Also published on the website [www.roz.nl](http://www.roz.nl). The Council accepts no responsibility for adverse consequences arising from the use of the text of the model.

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#### **Size of the Leased Property**

1 Under the Leased Property are also to be understood the installations and facilities present in the Leased Property, insofar as these have not been excluded from the delivery report initialled by the parties to be attached as an annex to this Lease.

#### **Suitability of the Leased Property**

2.1 For the question whether facts and circumstances limiting quiet enjoyment under the Lease qualify as a defect in the meaning of Section 7:204 of the Civil Code, it is important what the Lessee could reasonably expect from the Leased Property at the start of the Lease.

2.2 Insofar as the Lessor is aware before signing the Lease of facts and circumstances preventing the use of the Leased Property by the Lessee in accordance with the agreed use, the Lessor shall inform the Lessee thereof.

2.3 The Lessee is obliged to (arrange to) thoroughly inspect the Leased Property before entering into the Lease to verify whether the Leased Property is or can be made suitable by the Lessee for the agreed purpose for which the Lessee wishes to use the Leased Property.

#### **Condition of the Leased Property at the start of the Lease**

3.1 The Property will be handed over to and accepted by the Lessee in a good state of repair, unless the parties agree otherwise in writing. If at the start of the Lease, no delivery report is drawn up, by derogation from Section 7:224 subsection 2 of the Civil Code the Lessee has received the Leased Property in good condition, without defects and free of damage.

3.2 The general, structural and technical condition of the Leased Property in which the Lessee accepts the Leased Property at the start of the Lease shall be established by the Lessee and the Lessor in a delivery report as an annex initialled by or on behalf of the parties to be attached to the Lease. This delivery report forms part of the Lease.

#### **(Official) regulations and permits**

4.1 Both on and after the date of entry referred to in Article 3.1 of the Lease, the Lessor is responsible for obtaining and maintaining the required permits, licences and consents needed to use the Leased Property as referred to in Article 1.1 of the Lease, notwithstanding the provisions of Article 4.4 and 4.5.

4.2 The costs relating to acquiring the permit, exemption or consent referred to in Article 4.1 and also the costs of alterations to the Leased Property in order to meet the conditions of the permit, licence or consent shall be for the Lessor's expense, without prejudice to the Lessee's maintenance, repair and replacement obligations referred to Article 11.2 and 11.5 with regard to the facilities already forming part of the Leased Property.

4.3 Both on and after the date of concluding the Lease, the Lessee is responsible for obtaining and maintaining all other required permits, licences and consents not falling under Article 4.1 needed to use the Leased Property in accordance with the purpose agreed in Article 1.2 of the Lease for which the Lessee is required to use the Leased Property. This also includes all notifications that the authorities have imposed or will impose as regards the use of the Leased Property in accordance with the agreed use referred to above. The notifications imposed by the authorities referred to above include notifications that are compulsory on the grounds of the most recent Building Decree and the most recent General Rules for Establishments (Environmental Management) Decree (Activities Decree).



4.4 The refusal or revocation of a permit, licence or consent as referred to in Article 4.3 does not constitute a defect, unless the refusal or revocation is the result of actions or failures to act on the part of the Lessor.

4.5 The costs relating to acquiring the permit, licence or consent referred to in Article 4.3 and also the costs of alterations to the Leased Property in order to meet the conditions of the permit, licence or consent shall be for the Lessee's expense, without prejudice to the Lessor's maintenance, repair and replacement obligations referred to Article 11.2 and 11.4 with regard to the facilities already forming part of the Leased Property.

#### **Use**

5.1 During the whole term of the Lease, the Lessee shall use the Leased Property actively, entirely, properly and personally exclusively for the purpose stated in the Lease. In this connection, the Lessee shall pay due attention to existing restricted rights, qualitative obligations and any requirements imposed or to be imposed (including requirements relating to the Lessee's business, the use of the Leased Property and everything present within the Leased Property) by the government or utility companies. The Lessee is required to equip the Leased Property with sufficient fixtures and fittings. For the purposes of this Lease, utility companies also include similar companies involved in the supply, transportation and metering of consumption of energy, water etc.

5.2 The Lessee shall act in accordance with the provisions of the law and local by-laws as well as customary practices in relation to lettings and rentals, and instructions issued by the authorities, utility companies and insurers. With regard to work concerning safety, fire prevention and lift technology, the Lessee may only engage companies which the Lessor has approved in advance and which are recognised by the National Centre for Prevention (NCP) and the Netherlands Foundation for Lift Equipment. The Lessor shall not withhold this permission on unreasonable grounds. If it is agreed in the context of supplies and services to be provided by or on behalf of the Lessor that the above-mentioned work is to be arranged by the Lessor, the Lessee must not carry out or arrange for such work to be carried out itself. The Lessee shall at all times comply with the user instructions issued by those companies. The Lessee shall also comply with oral and written instruction issued by or on behalf of the Lessor for the purposes of proper use of the Leased Property and of the internal and external areas, installations and facilities of the building or complex of buildings containing the Leased Property. This includes reasonable instructions regarding maintenance, appearance, noise level, order, fire safety, parking behaviour and proper functioning of the installations with respect to the building or complex of buildings of which the Leased Property forms a part.

5.3 The Lessee must not create any trouble or nuisance while making use of the Leased Property or of the building or complex of buildings containing the Leased Property and shall take due care to see that third parties who are present on its account shall not do the same.

5.4 The Lessee is entitled and has a duty to use the common facilities and services that are or will be available to ensure the proper functioning of the building or complex of buildings to which the Leased Property belongs.

5.5 The Lessor has the right to issue instructions with regard to placing (neon) advertising or signs or modifications and additions desired by the Lessee or other changes visible from the outside, where the Lessor shall not withhold its permission on unreasonable grounds. The Lessor may issue instructions, such as concerning the design, location, dimensions and choice of materials. The Lessee is required to comply with such instructions and those of the competent authorities in relation to modifications or additions made by the Lessee.

5.6 The Lessor has the right for itself, for lessee(s) or third parties to make use of roofs, outer walls, façades, areas not accessible to the public or the Lessee, immovable dependencies within the building or complex of buildings, and also the gardens and grounds in order to install antenna installations or for other purposes. If the Lessor wishes to make use of this right it shall inform the Lessee of this in advance. The Lessor shall take account of the Lessee's interests when exercising this right.

5.7 The Lessor may deny the Lessee access to the Leased Property if the Lessee has not (yet) complied with its obligations under the Lease at the time that it wishes to make use of the Leased Property for the first time. This has no effect on the date of entry of the Lease referred to in Article 3.1 of the Lease and the Lessee's obligations deriving from the Lease.

#### **Sub-letting**

6.1 The Lessee may not relinquish the Leased Property as a whole or in part to third parties by letting, sub-letting it or allowing others to use it without the prior written permission of the Lessor, nor shall it transfer the rights conferred by this Lease to a partnership of individuals or a legal entity.

6.2 If the Lessee contravenes Article 6.1, it will be liable to the Lessor for a directly enforceable penalty for each day that the contravention continues, equivalent to two times the daily rental payable by the Lessee at the time, without prejudice to the Lessor's right to have the Lease complied with or to dissolve the Lease on the grounds of breach of contract, and to claim damages.

3/13 6.3 The Lessee is permitted to sub-let or grant a right of use to the premises to a group company in the meaning of Section 2:24b of the Civil Code provided that this is consistent with the use referred to in Article 1.2 of the Lease and the sub-lessee/user does not sub-let and/or grant use of the premises to a third party. In the sub-letting agreement, the Lessee shall not derogate from the main lease to the disadvantage of the principal Lease. The foregoing shall not affect the Lessee's obligations under the Lease. The Lessee will remain the single point of contact for the Lessor.

#### **Environment and energy label**

7.1 In the event that the state or other authorised bodies have issued guidelines, instructions or directions as regards the submission of waste, whether separately or not, the Lessee and the Lessor are obliged to comply strictly with such instructions. In the event that a party does not comply or only partially complies with this obligation, the defaulting party shall become liable for the financial, criminal or other consequences arising from such failures.

7.2 The Lessee is not permitted:

- a. to keep environmentally harmful substances in, on, at or in the immediate vicinity of the Leased Property, including malodorous, inflammable or explosive substances;
- b. to use the Leased Property in such a way as to create soil or other environmental contamination.

7.3 The Lessor will not indemnify the Lessee against official orders to carry out an environmental survey regarding the Leased Property or to take measures in the event that contamination is discovered under, in, at or around the Leased Property.

7.4 Insofar as the Lessor is obliged to affix an energy label in the Leased Property, the Lessee shall allow the Lessor to do so without attaching further conditions to this.

7.5 The Lessee and the Lessor are not permitted without the Lessor's and Lessee's prior written permission to make any modifications or additions to the Leased Property that would demonstrably worsen the energy index of the Leased Property stated in the energy label, as referred to in Article 1.5 of the Lease.

#### **Rules of conduct, regulations and prohibitions**

8.1 The Lessee must not create any trouble or nuisance or cause damage in, on, at or under the Leased Property or complex of buildings containing the Leased Property. Damage to the Leased Property among other things means the use of means of transport that could damage the floors and walls. The Lessee shall take due care to see that third parties who are present on its account shall not do the same. This also applies to the building or complex of buildings containing the Leased Property.

8.2 The Lessee is not permitted:

- a. to exceed the Safe Working Load limit of the floors of the building or the complex of buildings containing the Leased Property as stated in the Lease or structurally permissible;
- b. to effect modifications or make additions in, on or at the Leased Property that are in conflict with instructions issued by the authorities or by utility companies, or with the conditions under which the owner of the Leased Property has become the owner of the Leased Property or with other limited rights or which could create a nuisance or obstruction to their peaceful enjoyment.

8.3 The Lessee is not permitted without the Lessor's prior written permission to trespass or allow others to trespass on service and equipment areas, flat areas, roofs, gutters and spaces and areas not intended for general use in the Leased Property or the building or complex of buildings containing the Leased Property or to station means of transportation other than at the places intended for the same.

8.4 With regard to the times and the manner in which loading and unloading takes place, the Lessee shall comply with official regulations or instructions from other competent authorities, as well as the Lessor's reasonable instructions.

8.5 The Lessee shall keep escape routes and emergency doors free at all times in the Leased Property and the building or complex of buildings containing the Leased Property and guarantee accessibility of fire extinguishing facilities.

8.6 If the Leased Property includes a lift, moving walkway or escalator or automatic door mechanism or similar facilities, or if the Leased Property is accessible by means of or with the help of one or more of the foregoing facilities or similar facilities, such facilities shall only be used at one's own risk. The Lessee shall be responsible for the proper and skilful use of any technical systems forming part of the Leased Property.

#### **Damage**

9.1 The Lessee shall notify the Lessor without delay of any defect and any (imminent) damage arising from that defect or another cause or circumstance. The Lessee shall give the Lessor a reasonable time – given the nature of the defect – to commence with rectification of a defect that is the responsibility of the Lessor. The Lessee shall confirm this notification, including the reasonable time, to the Lessor as quickly as possible in writing.

9.2 The Lessee shall take appropriate and timely steps to prevent and confine any damage to the Leased Property and to the building or complex of buildings of which the Leased Property forms a part. If the (potential) damage cannot be attributed to the Lessee and the costs of the suitable measures are demonstrable and reasonable, the Lessor shall compensate these costs to the Lessee at the Lessee's.

### **Liability**

10.1 The Lessee shall be liable to the Lessor for all damage to the Leased Property unless the Lessee proves that no blame should be attached to the Lessee and to individuals for whom the Lessee is responsible.

10.2 The Lessee shall indemnify the Lessor against any fines that the Lessee may incur due to the conduct or negligence of the Lessee.

10.3 The Lessor shall not be liable for any damage resulting from a defect and the Lessee cannot claim any rent reduction and setting-off in case of a defect, subject to the right of set-off referred to in Section 7:206 subsection 3 of the Civil Code.

10.4 The provisions of Article 10.3 do not apply under the following circumstances:

- in the event of damage if a defect is the consequence of a serious culpable failure on the part of the Lessor;
- if the Lessor was aware of a defect on signing the Lease and made no specific arrangements with the Lessee about this;
- if it turns out that the Leased Property is not suitable for the use referred to in Article 1.1 of the Lease on the date of entry referred to in Article 3.1 of the Lease because of circumstances attributable to the Lessor;
- if the Lessor should have been aware of a defect when concluding the Lease and the Lessee could not or should not have been aware of this based on its duty to make enquiries under Article 2.3 or was not required to make any enquiries about this;
- if the Lessor has not observed a reasonable time limit set by the Lessee in writing as referred to in Article 9.1 to make a start on rectifying any defect which is the Lessor's financial responsibility.

### **Costs of maintenance, repairs and renewals, inspections and tests**

11.1 The terms used in the Lease and the general provisions 'maintenance, repair and renewal' are defined as follows:

- maintenance: ensuring that a thing remains in good condition, or at least remains in the condition as it existed on the entry date of the Lease, subject to normal wear and tear;
- repair: returning or replacing a thing in a condition that makes it possible to use that thing again as on the date of entry of the Lease;
- renewal: replacing a thing as a consequence of that thing reaching the end of its technical lifespan.

11.2 The Lessor shall be responsible for the costs of maintenance, repair and renewal work to the Leased Property, as specified in Article 11.4 below. The Lessee shall be responsible for all other maintenance, repair and renewal works, including the costs of inspections and tests at the Leased Property. If the Leased Property forms part of a building or complex of buildings, the above-mentioned provisions shall apply also to the specified costs in relation to the building or complex of buildings containing the Leased Property, such as work on communal systems, spaces and other communal facilities, all this pro rata.

11.3 Unless otherwise agreed between the parties, the work specified in Articles 11.2, 11.4 and 11.5 shall be carried out by or on the instructions of the party who is liable to pay for it. The parties shall proceed to have such works carried out in good time.

11.4 The Lessor shall be responsible for the costs of:

- a. maintenance, repairs and renewal of structural parts of the Leased Property, such as foundations, columns, beams, structural floors, roofs, flat areas, structural walls, outer walls;
- b. maintaining, repairing and renewing the stairs, stair treads, sewage pipes, guttering and external window and door frames unless the Lessee has failed to comply with its obligations on the grounds of Article 11.5 sub k.
- c. replacement of components and renewal of systems pertaining to the Leased Property;
- d. outside paintwork.

The work specified at a. to d. inclusive shall be the Lessor's financial responsibility, unless the work can be regarded as minor repairs, including small-scale and daily maintenance in the legal sense or work to items not introduced in, on or about the Leased Property by or on behalf of the Lessor.

11.5 The Lessee shall be responsible for the following, in clarification of or, as the case may be, in derogation from or supplementation to Article 11.2:

- a. external maintenance insofar as it can be shown to relate to routine repairs including minor and daily maintenance in the legal sense, and internal maintenance other than maintenance as specified in Article 11.4, all without prejudice to the following provisions;
- b. maintenance, repair and renewal of switches, lamps, lighting (including luminaires), batteries, interior paintwork, power sockets, door and window hardware, glazing and glass doors, mirrors, windows and other

panes;

c. maintenance and repair of roller shutters, venetian blinds, canopies and other awnings;

d. maintenance and repair of the system ceiling, including luminaires, bell systems, sinks, kitchen equipment and sanitary ware;

e. maintenance and repair of pipework and taps/cocks for gas, water and electricity, facilities for the prevention of fire, burglary and theft, with all that forms part of them;

f. maintenance and repair of boundary partitions, gardens and grounds, including pavements;

g. regular and proper maintenance, together with regular testing and certification of all technical systems pertaining to the Leased Property, including the replacement of any small components. This work may only be carried out by contractors approved by the Lessor;

h. all testing and inspection, whether prescribed by the government or not and both regular and occasional, as may reasonably be deemed necessary, in the areas of reliability and safety, and for checking good working order, of the systems (technical or otherwise) pertaining to the Leased Property or the Leased Property's immovable appurtenances; the said testing and inspections shall be carried out on the Lessor's instructions; as far as the costs arising from this are concerned, these shall be governed, as far as possible, by the following provisions in Articles 18.3 to 18.8 inclusive;

i. maintenance, repair and renewal of upholstery, floor coverings and items introduced by or on behalf of the Lessee, whether or not this is done under a provisional estimate provided by the Lessor to the Lessee;

j. attention to cleaning the Leased Property and keeping it clean, both internally and externally, including keeping the windows, roller shutters, venetian blinds, canopies and other awnings, the outside window frames and façades of the Leased Property clean, and the removal of any graffiti left on the Leased Property;

k. attention to installation of grease-traps, cleaning and unblocking traps, gutters and all waste and sewage pipes as far as the municipal sewer for the Leased Property, scrubbing of sinks and cleaning out ventilation ducts.

11.6 The Lessee shall be liable for maintaining, repairing and renewing any alterations and additions introduced to the Leased Property by or on behalf of the Lessee.

11.7 If, after having been given due notice, the Lessee neglects maintenance or repair work for which it is liable – or if, in the Lessor's opinion this work has been carried out improperly or poorly – the Lessor shall be entitled to have the works of maintenance, repair or renewal deemed to be necessary carried out at the Lessee's cost and risk. If the work which should have been done at the Lessee's expense cannot be postponed, the Lessor shall be entitled to carry out that work or have it carried out immediately, at the Lessee's expense.

11.8 The Lessor shall consult with the Lessee, in advance, in relation to works of maintenance, repair and renewal which are the Lessor's liability, as regards the manner in which they should be carried out, as far as possible with the Lessee's interests in mind. If the Lessee asks for these works to be carried out outside normal working hours, the Lessee shall be liable for any extra costs involved.

11.9 The Lessee shall be responsible for the proper and skilful use of the technical systems in the Leased Property. The Lessee shall likewise be responsible for any maintenance of those systems carried out by it or on its instructions. The fact that the maintenance is carried out by a business approved by the Lessor shall not absolve the Lessee from this responsibility.

11.10 If the Lessor and the Lessee agree that the maintenance, repair and renewal work in, on or about the Leased Property or the building or the complex of buildings containing the Leased Property, as specified in Articles 11.2, 11.5 and 11.6, which is the Lessee's responsibility, shall be carried out on the Lessor's instructions rather than the Lessee's, then the associated costs shall be passed on by the Lessor to the Lessee. In some cases the Lessor will conclude maintenance contracts for this work.

#### **Modifications and additions by the Lessee**

12.1 The Lessee shall at all times notify the Lessor in writing in due time in advance of any change or addition. This includes but is not limited to all changes that could affect the permits applicable to the Leased Property. The Lessee must ensure that it stipulates that the party that makes the changes and additions waives its right of retention.

12.2 The Lessee is permitted without the Lessor's permission to make modifications and/or additions to the Leased Property that are necessary for the operation of the Lessee's business, provided that the modifications and additions do not involve or affect the structure of the Leased Property and/or the technical facilities forming part of the Leased Property or the complex of buildings containing the Leased Property.

12.3 The Lessee requires the prior written permission of the Lessor for all modifications and additions other than those referred to in Article 12.2.

12.4 The modifications and additions referred to in Article 12.2 do not include modifications and additions to the exterior of the Leased Property, including name signs and advertising of the Lessee. These always require

the written permission of the Lessor and the Lessee shall comply with the Lessor's reasonable instructions. The Lessor shall not withhold this permission on unreasonable grounds. Furthermore, the Lessee is not permitted to stick paper over windows and shop displays or otherwise obscure them.

12.5 Before making modifications and/or additions to the Leased Property, the Lessee shall always at its own expense research in detail whether there is asbestos at the site where the modifications and/or additions are to be made. The Lessee shall notify the results of this detailed research to the Lessor and if asbestos is present enter into consultations with the Lessor. The Lessee shall indemnify the Lessor against any possible damage and consequences if the Lessee, if there is asbestos present, proceeds to (arrange to) carry out the said works.

12.6 The Lessee warrants that other users of the building or complex of buildings containing the Leased Property will not experience damage and/or nuisance due to modifications and additions, regardless of whether permission is required and/or has been granted.

12.7 If a permit, licence or consent of a third party is required for a modification or addition, the Lessee shall apply for this and shall comply with all instructions relating to this.

12.8 All expenses associated with modifications and additions and administrative charges are for the Lessee's expense insofar as these are made or incurred under its instructions or on its account.

12.9 Modifications and additions made by the Lessee, whether or not with the permission of the Lessor, do not form part of the Leased Property. The Lessor has no maintenance, repair and renewal obligations regarding such modifications and additions.

12.10 The Lessee shall be liable for damages resulting from modifications and additions introduced into the Leased Property by it or on its behalf.

12.11 The Lessee shall observe reasonable instructions given by the Lessor against and the Lessee shall indemnify the Lessor for claims by third parties for damage sustained because of modifications and facilities introduced by the Lessee.

12.12 The Lessee shall in the event of nuisance, hindrance and/or (potential) damage because of a modification or addition take all measures to reverse the damage and prevent nuisance and hindrance.

12.13 In the event that objects attached by the Lessee in connection with works on the Leased Property or the building or complex of buildings containing the Leased Property have to be temporarily removed, the costs for such removal, any storage and reattaching of those objects shall be for the expense of the Lessee.

12.14 The Lessee is obliged to undo modifications and additions before the end of the Lease and to repair the resulting damage unless the Lessor releases it from this obligation.

12.15 The Lessee shall waive all rights and claims based on unjust enrichment in connection with modifications or additions made by or on behalf of the Lessee that have not been reversed at the end of the Lease, unless the parties agree otherwise in writing.

### **Maintenance and renovation by the Lessor**

13.1 The Lessor shall be permitted to (arrange to) carry out work or inspections in, on or about the Leased Property or the building or complex of buildings containing the Leased Property or the adjacent premises in the context of maintenance, repair and renewal. This shall include the introduction of extra facilities and alterations or work required in connection with (environmental) requirements or measures imposed by the government or other competent authorities.

13.2 If the Lessor wishes to proceed with renovation of the Leased Property, it shall put a proposal for such renovations to the Lessee. A proposal for renovations will be considered reasonable if it is approved by at least 51% of the lessees whose leased premises are affected by the renovations and if such lessees rent at least 70% of the lettable floor area in m<sup>2</sup>, including vacant property, of the building or complex of buildings containing the Leased Property affected by the proposed renovations. For the calculation of the percentage, the Lessor shall be regarded as Lessee of any un-let but lettable floor area in m<sup>2</sup>.

13.3 Renovation shall be deemed to include (partial) demolition, replacement new build, additions and alterations to the Leased Property or the building or complex of buildings containing the Leased Property.

13.4 The provisions of Section 7:220, subsections 1, 2 and 3 of the Civil Code shall not be applicable. Renovation and maintenance work to the Leased Property, even if these interfere with the Lessee's business activities, or to the building or complex of buildings containing the Leased Property shall not constitute a defect as far as the Lessee is concerned. The Lessee shall tolerate and allow the Lessor to carry out maintenance and renovation work to the Leased Property or the building or complex of buildings containing the Leased Property. The Lessor shall take reasonable proportionate measures to limit the effect on the peaceful enjoyment of the Leased Property.

13.5 In relation to those parts of the Leased Property of which the Lessee does not enjoy exclusive rights of use, such as communal spaces, lifts, escalators, stairs, stairwells, passages, access points, and/or other immovable appurtenances, the Lessor shall be entitled to alter the appearance and fixtures and fittings thereof

and to move these parts of the Leased Property provided that the use referred to in Article 1.2 of the Lease remains possible.

#### **Requests/granting requests**

14.1 Every deviation/addition from/to this Lease must be agreed in writing.

14.2 Where any provision of this Lease requires the permission of the Lessor or Lessee, the Lessor or the Lessee shall not unreasonably refuse and/or delay this and such permission will only be deemed to have been provided if given in writing.

14.3 Any permission granted by the Lessor or Lessee is for one time only and is not valid for other or subsequent instances. The Lessor or Lessee is entitled to attach reasonable conditions to its permission.

#### **Changes to the organisation of the Lessee/Lessor**

15 The parties are obliged to inform each other on each occasion in writing of intended, relevant changes in their organisation, including the company law structure. The aforementioned communication must reach the other party at a time such that it is able to take all timely measures with regard to the proposed change. These measures are understood to include but are not limited to legal actions such as filing an objection to a proposed legal merger or demerger.

#### **Valuation and viewing of the Leased Property**

16.1 If the Lessor wishes to have a valuation of the Leased Property carried out or wishes to proceed with having work carried out in, on or to the Leased Property, the Lessee shall be obliged to provide access to the Lessor or those applying to the Lessee on the Lessor's behalf, and to make facilities available for the work to be carried out.

16.2 In order to carry out the tasks described in Article 16.1, the Lessor and all individuals appointed by it shall be entitled to enter the Leased Property, after consultation with the Lessee, between 07.00 a.m. and 17.30 p.m. on working days. In cases of emergency, the Lessor shall be entitled to enter the Leased Property even without consultation and/or outside the aforesaid times.

16.3 In the event of any proposed letting, sale or auction of the Leased Property, and during the final year before the end of the Lease, the Lessee shall be obliged, on having received prior notification by or on behalf of the Lessor, to provide the opportunity, without deriving any claim from this, for viewings of the Leased Property during at least two working days per week. The Lessee shall allow the usual 'To Let' or 'For Sale' signs or posters to be erected on or about the Leased Property.

#### **Adjustments to rental**

17.1 The rental review agreed in Article 4.5 of the Lease shall take place on the basis of the adjustment of the monthly price index of the Consumer Price Index (CPI), all households series (2006 = 100), published by Statistics Netherlands (CBS). The adjusted rental is calculated according to the following formula: the adjusted rental is equal to the current rental on the date the rent is adjusted, multiplied by the index figure of the calendar month four calendar months prior to the calendar month in which the rental is altered, and divided by the index figure of the calendar month that is sixteen calendar months prior to the calendar month in which the rental is adjusted.

17.2 The rental shall not be adjusted if the adjustment would lead to a lower rental than the most recently valid figure. In such a case the most recently valid rental will continue to apply until a subsequent indexation of the index point in the calendar month four months prior to the adjustment is higher than the index point of the calendar month four months prior to the calendar month in which the most recent adjustment took place. In this event, the rental adjustment will rely on the index figures for the calendar months stated in the foregoing paragraph.

17.3 The adjusted rental is immediately due and payable, even if the Lessee has not received separate notification of the adjustment.

17.4 Where Statistics Netherlands discontinues publication of its retail price index or where the method of calculating this index is substantially altered, a suitable adjusted or comparable price index shall be used as far as possible. In the event of any dispute, a statement shall be requested from the Director of Statistics Netherlands whose decision shall be binding on both parties. Any costs involved shall be divided equally between the parties.

#### **Costs of supplies and services (service charges)**

18.1 In addition to the rental, the Lessee shall be liable for the costs of supply, transportation, metering and usage of water and energy for the Leased Property, including the costs of entering into the relevant contracts and meter rental, and any penalties or fines imposed by the utility companies. The Lessee shall conclude the contracts for supply with the relevant organisations, unless the Leased Property has no separate connection and/or the Lessor arranges this as part of the supplies of goods and services provided under the Lease.

18.2 If the parties have not contracted for any ancillary supplies of goods and services, the Lessee shall arrange for these at its own cost and risk, to the Lessor's satisfaction. In such cases the Lessee shall conclude

service contracts, as approved by the Lessor, in relation to the systems forming part of the Leased Property.

18.3 If the parties have agreed that ancillary goods and services will be provided by or on behalf of the Lessor, the Lessor shall establish the payment for these due by the Lessee on the basis of the costs incurred in providing these goods and services together with the relevant administrative work. Insofar as the Leased Property forms part of a building or complex of buildings and the supplies of goods and services also relate to other parts thereof, the Lessor shall determine the proportion of the costs reasonably due by the Lessee for those supplies of goods and services. The Lessor shall not be required to take account of the fact that the Lessee may not use one or more of those supplies of goods and services. If one or more parts of the building or complex of buildings are not in use, the Lessor shall ensure, when fixing the Lessee's share, that it is not higher than it would have been if the whole of the building or complex of buildings had then been in use.

18.4 At the end of the service charges year, the Lessor shall send out to the Lessee a detailed statement for each year within 12 months of the end of the year with a detailed breakdown of the costs of the supplies of goods and services, with information on how these were calculated and, so far as applicable, the Lessee's share of those charges in such a way that the Lessee can independently determine the attribution of the charges itself. The principle is that the Lessor will send the detailed statement within 12 months following the end of the year. If the Lessor is not in a position to provide this statement in due time, the Lessor shall notify this to the Lessee stating reasons.

18.5 A statement shall be sent out after the end of the Lease for the period not yet accounted for. This final statement shall be sent out not later than 12 months after the end of the year to which the service charges relate, unless the Lessor is not in a position to provide this statement. The Lessor shall notify this to the Lessee stating reasons. Neither the Lessor nor the Lessee shall be allowed to make any premature claims for set-off.

18.6 If it is apparent from the statement for a period in question, and taking account of advance payments, that the Lessee has paid too little or that the Lessor has received too much, there shall be an additional payment or a repayment within three months after the statement is sent out. A challenge to the accuracy of the statement shall not result in any suspension of this payment obligation.

18.7 The Lessor shall be entitled, after due consultation with the Lessee, to alter the nature and scope of the supplies of goods and services.

18.8 The Lessor shall be entitled to adjust the advance payment due by the Lessee for supplies of goods and services on an interim basis in relation to the anticipated costs, including in the circumstances mentioned in Article 18.7.

18.9 If the supply of gas, electricity, heat and/or (hot) water is included in the supplies of goods and services provided by the Lessor, the Lessor shall be entitled, after due consultation with the Lessee, to adjust the method of ascertaining the usage and the Lessee's share, connected therewith, of the costs of consumption, where individual metering in order to make the actual consumption per user visible is permitted in all cases.

18.10 If the consumption of gas, electricity, heat and/or (hot) water is ascertained by reference to metering equipment and if any dispute arises over the Lessee's share of the consumption costs because of non-functioning or incorrect functioning of those meters, then that share shall be established by a company, to be called in by the Lessor, specialising in the measuring and establishment of gas, electricity, heat and/or (hot) water consumption. This shall also apply in the case of damage, destruction or fraud in relation to the meters, without prejudice to the Lessor's other rights in such cases against the Lessee, such as the right to repair or renew those meters and payment of any losses sustained.

18.11 Except in the case of imputable serious failure, the Lessor shall not be liable for any damage resulting from the non-functioning or the improper supply of goods and services. Likewise the Lessee shall not, in such cases, have any claim for reduction in rental.

#### **Turnover tax**

19.1 If the Lessee is not (or no longer) using the Leased Property or causing it to be used for activities entitling deduction of turnover tax and the exception from the exemption to deduct turnover tax from the rental thereby comes to an end, then the Lessee shall no longer be due to pay turnover tax on the rental to the Lessor or its legal successor(s) but shall be liable, from the date such termination becomes effective, to make a separate payment to the Lessor or its legal successor(s) in addition to the rental, in lieu of turnover tax, which shall compensate the Lessor in full for:

- a. the turnover tax on running costs of and investment in the Leased Property which is not, or no longer, deductible by the Lessor or its legal successor(s) as a result of the termination of the option;
- b. the turnover tax which the Lessor or its legal successor(s) will have to pay to the Tax and Customs Administration by way of re-calculation as specified in Section 15, subsection 4 of the Turnover Tax Act 1968 or review as specified in Sections 11 to 13, inclusive, of the Turnover Tax (Implementation) Decree

1968, all as a result of the termination of the option;

c. all other losses suffered by the Lessee or its legal successor(s) as a result of termination of the option.

19.2 The financial losses suffered by the Lessor or its legal successor(s) as a result of the termination of the option (as referred to in Article 19.1) shall be paid by the Lessee to the Lessor, or its legal successor(s) regularly along with the regular payments of the rental and shall, with the exception of losses specified in Article 19.1 sub a, be spread over the remaining duration of the current Lease by means of an annuity if possible, but shall be immediately payable in full, in one lump sum, if the Lease is terminated in the meantime for any reason whatever.

19.3 The provisions of Article 19.1 sub b shall not apply if, when the present Lease is concluded, the review period for deductions from turnover tax in relation to the Leased Property has expired.

19.4 If a situation such as that contemplated in Article 19.1 should occur, the Lessor or its legal successor(s) shall inform the Lessee how much has to be paid by the Lessor, or its legal successor(s), to the Tax and Customs Administration and detail the other losses as specified in Article 19.1 sub c. The Lessor and/or its successor(s) shall co-operate if the Lessee wishes to have the statement submitted by the Lessor or its legal successor(s) audited by an independent registered accountant. The costs of this are borne by the Lessee.

19.5 If, in any financial year the Leased Property is not used sufficiently, for the purposes stated in Article 4.3 of the Lease, the Lessee shall advise the Lessor or its legal successor(s) of this, within four weeks after the end of the financial year in question, by means of a signed Lessee's declaration. The Lessee shall send a copy of this declaration to the Tax and Customs Administration within the same period.

19.6 If the Lessee fails to comply with the obligation to notify, as stated in Article 19.5, and/or the obligation to use the Leased Property, as stated in Article 19.8, or if it appears in hindsight that the Lessee proceeded on the basis of any incorrect assumption and the Lessor or its legal successor(s) was/were therefore wrong to charge turnover tax on the rental, then the Lessee shall be in default and the Lessor or its legal successor(s) shall be entitled to recover any resulting financial loss from the Lessee. Such loss shall refer to the full amount of the turnover tax due by the Lessor or its legal successor(s) to the Tax and Customs Administration, together with interest, any fines and further costs and damages. The provisions of this Article are therefore to be understood as providing a compensatory arrangement for those cases in which the option is terminated with retroactive effect, the provisions of Article 19.1 notwithstanding. The extra losses suffered by the Lessor or its legal successor(s) as a result of retrospective impact shall be payable by the Lessee immediately, in full and in one lump sum. The Lessor or its legal successor(s) shall co-operate if the Lessee wishes to have the statement in relation to these extra losses of the Lessor or its legal successor(s) checked by an independent registered accountant. The costs of this are borne by the Lessee.

19.7 The provisions of Articles 19.1, 19.4 and 19.7 shall also apply in the event of the Lessor and/or its successors incurring any financial loss further to the withdrawal of the option applicable to the parties, where such loss becomes apparent after the date of the termination of the Lease, regardless of whether the rental period has expired. Such loss shall be compensated immediately and in full by the Lessee and/or its legal successors.

19.8 Without prejudice to the other relevant provisions of this Lease, the Lessee shall in any case, subject to the option (as referred to in Article 19.1), use the Leased Property or cause it to be used before the end of the financial year following the financial year in which the Lessee takes on the Lease of the Leased Property.

#### **Other taxes, duties, charges, levies, premiums, dues**

20.1 The Lessee shall pay the following, even if the assessments are sent to the Lessor:

a. Immovable Property Tax in relation to the actual usage of the Leased Property and the actual shared use of service spaces, general spaces and communal spaces pro rata;

b. environmental levies, including surface water pollution duty, waste water drainage contribution and every other contribution under the heading of environmental protection;

c. betterment levy, or any substitute taxes or levies, such for half of the amount of the assessment. The Lessor shall notify the Lessee in due time of the receipt of a betterment levy assessment. The Lessor shall if requested contest the assessment in question and include the objections of the Lessee, as far as possible. The Lessee shall compensate the Lessor for half of the reasonably incurred costs in that regard.

d. sewerage charges or sewerage taxes in relation to the actual use of the Leased Property and the actual shared use of service spaces, general spaces and communal spaces pro rata;

e. other existing or future taxes, including taxes charged for provisions in public areas as well as flag and advertising taxes, BIZ (business investment zone) levy, municipal land encroachment taxes, charges and other levies and dues:

- in respect of the actual use of the Leased Property;
- in respect of the Lessee's property;



- those which would not have been charged, or not charged to such an extent, if the Leased Property were not being used by the Lessee.

20.2 If any charges, duties or taxes due by the Lessee are collected from the Lessor, these will be repaid by the Lessee to the Lessor on the Lessor's first request within 2 months after this assessment has been paid in full.

### **Insurance**

21.1 If the Lessor or other lessees in the building or complex of buildings containing the Leased Property is charged a higher than normal fire insurance premium for structures, stock or contents in relation to the Leased Property, or the building or complex of buildings containing the Leased Property, because of the nature or characteristics of the trade or profession carried out by the Lessee, then the Lessee shall pay the excess above the normal premium to the Lessor or those other lessees.

21.2 The Lessor and the lessees shall be free to choose their insurance companies, to decide the insurable values and to assess the reasonableness of the premium charged.

21.3 'Normal premium' will be taken to mean the premium which the Lessor or Lessee could stipulate from a well-known and respected insurer for covering the Leased Property or stock and contents against risk of fire at the time directly preceding the conclusion of this Lease, without taking any account of the nature or characteristics of the trade or profession to be carried on by the Lessee in the Leased Property, together with – for the duration of the Lease - any adjustment in the said premium not resulting from an alteration to the nature and extent of the insured risk.

### **End of the Lease or use**

22.1 Unless otherwise agreed in writing, the Lessee shall surrender the Leased Property to the Lessor at the end of the Lease or at the end of use thereof in the condition as described in the delivery report at the start of the Lease, account being taken of any normal wear and tear and ageing.

22.2 If no delivery report has been prepared at the start of the Lease, the Leased Property shall be deemed, subject to proof to the contrary provided by the Lessee at the start of the Lease, to have been handed over in a good state of repair, without defects and free of damage, other than normal wear and tear and ageing, and the Lessee shall return the Leased Property in that condition to the Lessor at the end of the Lease. The provisions of the final sentence of Section 7:224 subsection 2 of the Civil Code do not apply.

22.3 The Lessee shall in addition to Article 22.2 hand back the Leased Property at the end of the Lease vacant and cleared, free of use and rights of use, properly cleaned and with all keys, key cards and suchlike to the Lessor.

22.4 The Lessee shall be obliged to remove all items it has introduced in, on or about the Leased Property or which were taken over by it from the previous lessee or occupier, all at the Lessee's expense, unless the Lessor states or has stated otherwise at any time. The Lessor shall not be liable to make any payment for items not removed, unless agreed otherwise in writing.

22.5 If the Lessee ends its use of the Leased Property before the end of the Lease, the Lessor shall be entitled to obtain access to and take over possession of the Leased Property at the Lessee's expense, without this constituting a defect.

22.6 All items deemed to have been abandoned by the Lessee through leaving them in the Leased Property when it actually leaves the Leased Property may, at the Lessor's discretion, be removed, sold or destroyed by the Lessor, at the Lessee's expense, without any liability on the Lessor's part.

22.7 The parties shall inspect the Leased Property together in a timely manner before the end of the Lease or the use. A report of this inspection shall be prepared by the parties and shall record the findings in relation to the condition of the Leased Property. This report shall also record which work still has to be done at the Lessee's expense in relation to repairs that proved to be required during the investigation and any maintenance required in hindsight, as well as the manner and the time within which that work will have to be accomplished.

22.8 In the event that the Lessee or Lessor, after having been given every opportunity to do so by means of registered letter, does not co-operate within a reasonable period in the inspection and/or determination of the findings and arrangements in the inspection report, the party which insists on determination shall be authorised to carry out the inspection in the absence of the defaulting party and to draw up a report that is binding on the two parties and to send the other party a copy of this report without delay.

22.9 The Lessee is required to carry out or to have carried out the works that have been laid down on the basis of the inspection report within the time limit stated in the report, or within a time to be decided by the parties, in a proper manner. In the event that the Lessee continues to fail to comply with its obligations in whole or in part deriving from the report, the Lessor is entitled to have the works carried out itself and to reclaim the costs incurred from the Lessee, without prejudice to the Lessor's entitlement to compensation of further damage and costs.

22.10 The Lessee shall be liable to pay a sum to the Lessor for the time taken up in repairing the Leased Property, counting from the day after the date on which the Lease ends, calculated with reference to the most recently applicable rental and payment for ancillary supply of goods and services, all without prejudice to the Lessor's claim for payment of further damages and reasonable costs.

### **Payments**

23.1 Payment of the rental and all further charges arising in terms of this Lease shall be made in Dutch legal tender not later than on the due dates – without suspension, deduction or set-off against any claim the Lessee has against the Lessor – by payment or transfer to a bank account indicated by the Lessor. The Lessee can only set off a claim if the claim has been determined by the court. This is without prejudice to the Lessee's right to remedy any defects itself and to deduct the reasonable costs thereof from the rental if the Lessor is in default in remedying those defects. The Lessor shall be free, by means of written intimation to the Lessee, to amend the place or method of payment. The Lessor shall be entitled to decide which outstanding claims under the Lease shall be reduced by any payment received from the Lessee.

23.2 On every occasion when an amount due by the Lessee under this Lease is not paid promptly to the Lessor, there shall, by operation of law, be an immediately payable penalty due by the Lessee to the Lessor, of 1% of the amount due per calendar month (with each part of a month counting as a full month) subject to a minimum of € 300 per month, from the date when the amount became due. The above-mentioned penalty (interest) is not due if the Lessee has submitted a substantiated claim to the Lessor before the due date referred to in Article 23.1 by registered letter and the Lessor has not responded to this materially within 4 weeks of receipt of this letter.

### **Securities**

24.1 As a guarantee for the proper compliance with its obligations under the Lease, the Lessee shall at the latest 2 weeks before the date of entry referred to in Article 3.1 of the Lease or that much earlier as the Lessor states, provide to the Lessor a bank guarantee in a format specified by the Lessor, for the amount stated in the Lease, or pay a security deposit on a bank account designated by the Lessor. This bank guarantee or security deposit shall also apply to any extension of the Lease including any amendments thereto and shall continue for at least six months after the date on which the Leased Property is actually vacated by the Lessee and the Lease has ended. Moreover this bank guarantee or security deposit shall be valid in relation to the Lessee's legal successor(s).

24.2 In the event that the bank guarantee or security deposit is called in and (partly) paid out, the Lessee shall arrange, on the Lessor's first request, to have a new bank guarantee or security deposit issued which fulfils the provisions of Articles 24.1, 24.3 and 24.4 up to the applicable amount immediately prior to the time when the bank guarantee or security deposit was called in.

24.3 Following an upward adjustment of the payment obligation referred to in Article 4.8 of the Lease by a total 15% or more, the Lessee is obliged to immediately arrange to have a new bank guarantee issued, on the Lessor's first request or, if this concerns a security deposit, to make additional payment up to an amount adjusted to reflect the new payment obligation.

24.4 If the security deposit is not validly called in by the Lessor, the Lessor shall refund the security deposit or the remainder of the security deposit on termination of the Lease on a bank account to be designated by the Lessee at the latest six months after the end of the Lease. If the bank guarantee is not validly called in by the Lessor, the Lessor shall return the bank guarantee on termination of the Lease to an address to be designated by the Lessee at the latest six months after the end of the Lease.

24.5 Insofar as they are applicable, Articles 24.1 up to and including 24.4 apply to other securities.

### **Joint and several liability**

25.1 If more than one natural or legal person or entity is contractually bound as Lessee, they shall always be liable jointly and severally to the Lessor and each of them for all of the obligations arising under the Lease. Deferment of payment or remission on the Lessor's part to one of the lessees, or an offer to do so, shall affect only that Lessee.

25.2 The obligations under the Lease are joint and several, even as regards heirs and other successors-in-title of the Lessee.

### **Non-availability at the appropriate time**

26.1 If the Leased Property is not available on the date of entry referred to in Article 3.1 of the Lease because it has not been cleared, the previous occupier has not vacated in time or the Lessor has not yet obtained the requisite government permits, the Lessee shall not be liable to pay any rental or service charges until the date when the Leased Property is made available to it, and shall also be entitled to postpone its other obligations and the contractually agreed dates by a corresponding period.

26.2 The Lessor shall not be liable for any losses sustained by the Lessee because of any such delays, unless imputable failure on the Lessor's part can be established.

26.3 An imputable failure as referred to in Article 26.2 also includes a situation where the Lessor does not make efforts to still make the Leased Property available to the Lessee as quickly as possible.

26.4 The Lessee shall not be entitled to demand cancellation of the Lease, unless the delayed handover is caused by an imputable serious failure on the Lessor's part and it is unacceptable that the Lease should be maintained unchanged on grounds of reasonableness and fairness, and the Lessor does not make allowances for the Lessee's reasonable interests.

#### **Apartment rights**

27.1 If the building or the complex of buildings containing the Leased Property has been or is split into apartment rights, the Lessee is required to observe the instructions stemming from the deed of the division of the Leased Property and the regulations regarding the use of the Leased Property. The same applies if the building or the complex of buildings is or becomes the property of a co-operative. Having to comply with such instructions does not constitute a defect. The Lessor warrants that the said instructions applicable when the Lease is signed are not in conflict with the Lease.

27.2 The Lessor shall, insofar as this is within its power, not co-operate in drawing up instructions that conflict with the Lease.

27.3 The Lessor shall take due care that the Lessee is provided with the instructions regarding use as intended in Article 27.1.

#### **Costs, default**

28.1 In all cases where the Lessor/Lessee issues a warning, notice of default or bailiff's writ to the Lessor/Lessee, or where proceedings are taken against the Lessor/Lessee for compliance with its Lease obligations or vacation of the premises, the Lessor/Lessee shall be obliged to pay to the Lessor/Lessee all costs incurred, both judicial and extrajudicial - except when there is a final court order against the Lessor/Lessee for payment of procedural costs. The reasonable costs incurred will be established in advance between the parties at a level calculated as follows: 15% on the principal with a maximum of € 25,000 per event excluding court registry fees. In case of legal proceedings, the costs of experts (lawyers, bailiffs, etc.) will be paid by the losing party. Section 6:96, subsections 4 and 6 of the Civil Code, expressly including the reference to the maximum amount to be compensated for extrajudicial costs, therefore does not apply to the parties.

28.2 The Lessor/Lessee shall be in default on the mere expiry of one instalment period.

#### **Penalty clause**

29 If the Lessee, after having been duly placed in default by the Lessor, does not comply with the provisions of Articles 5.1, 8, 12.1 and 24.1, the Lessee shall forfeit to the Lessor, insofar as no specific penalty has been agreed, a directly enforceable minimum penalty of € 250 for every calendar day that the Lessee is in default. The foregoing does not affect the Lessor's right to enforce its other rights, including the right to demand compliance and the right to full compensation, insofar as the damage incurred exceeds the penalty that is forfeited.

#### **Personal Data Protection Act**

30 If the Lessee is a natural person, the Lessee shall, by entering into and signing this Lease, give permission for the Lessor and the manager of the Leased Property to record and process his/her personal details in a database.

#### **Address for service**

31.1 From the date of entry referred to in Article 3.1 of the Lease, all notifications by the Lessor to the Lessee in connection with the performance of this Lease shall be sent to the address of the Leased Property.

31.2, If the Lessee is no longer carrying on its business from the Leased Property, the Lessee undertakes immediately to notify the Lessor of this in writing, at the same time confirming the Lessee's new domicile.

31.3 If the Lessee leaves the Leased Property without providing details of a new domicile to the Lessor, the address of the Leased Property shall continue to operate as the Lessee's domicile.

#### **Complaints**

32 The Lessee shall lodge any complaints and requests in writing. This may be done orally in urgent cases. In such cases the Lessee shall confirm the complaint or request as quickly as possible in writing.

#### **Final provision**

33 If one part of the Lease or these General Terms and Conditions is void or voidable, this will not affect the validity of the remaining provisions of the Lease or these General Terms and Conditions. In such a case the void or voidable provision(s) shall be substituted, in accordance with the provisions of Section 3:42 of the Civil Code, by provisions as close as legally permissible to what the parties would have agreed if they had been aware of the nullity or voidability.

{% else %}

## GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION

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Model adopted by the Netherlands Real Estate Council (ROZ) on 20 March 2017 and filed with the registry of the District Court of The Hague on 12 April 2017 and registered there under number 2017.21. The ROZ rejects any liability for adverse consequences arising from the use of the text of this model.

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### Use

1.1 Throughout the term of the tenancy agreement, the tenant will actually, fully, continuously, properly and privately use the rented object exclusively in accordance with the designated use indicated in the tenancy agreement, which means, inter alia, that the tenant cannot use the rented object for business activities (also including activities as referred to in articles 2.1 and 14.3, paragraph c). The tenant will be required to disgorge any (estimated) profit generated by him as a result of acts in violation of this prohibition, without prejudice to the Host's right to claim (additional) compensation.

1.2 The tenant will observe any limited rights, qualitative obligations and the requirements set or to be set by the government, the fire service and utility companies in respect of the rented object. Utility companies will be understood to include similar companies engaging in the supply, the transport and the measuring of the consumption of energy, water, and suchlike. Unless, upon commencement of the tenancy agreement, the residential accommodation is let semi-furnished or furnished, the tenant is to furnish the rented object upon commencement of the tenancy agreement. The tenant will keep the rented object sufficiently (semi-)furnished.

1.3 The tenant is to act in accordance with the oral or written instructions to be given by or on behalf of the Host in the interest of proper use of the rented object and of the areas, systems and facilities pertaining to the building or building complex of which the rented object forms part.

1.4 The tenant will have the right and the obligation to use such common facilities and services as are, or will be, available in the interest of the proper performance of the building or building complex of which the rented object forms part.

1.5 The Host may deny the tenant access to the rented object if, at the time that the tenant wishes to occupy the rented object, the tenant has not, or not yet, performed his obligations under the tenancy agreement. This will not affect the effective date of the tenancy agreement or the obligations ensuing from it.

1.6 The tenant may not use the storage areas, garages, etc., as living space, as storage other than for his own private, non-commercial purposes, as workshop or as retail space, or otherwise perform, or allow third parties to perform, sales activities in or near such areas.

### Subletting

2.1 Without the prior written consent of the Host, the tenant will not be authorised to let, sublet, or grant the use of all or part of the rented object to third parties, which includes letting rooms, providing board and lodging, permanently or temporarily granting use (for example through AirBnB or a similar organisation) or relinquishing tenancy. Any consent given by or on behalf of the Host will be once only and will not apply to any other or subsequent situations.

2.2 If the Host has reason to assume that the tenant has granted the use, or has sublet, all or part of the rented object without the consent of the Host as referred to in article 2.1, the tenant will be required to cooperate in an investigation to that effect by the Host. On request, the tenant will be required, inter alia, to provide the personal details of the user(s) or subtenant(s).

### Condition of the rented object upon commencement of the tenancy agreement

3.1 Upon commencement of the tenancy agreement, the rented object will be, or is, delivered to the tenant, and accepted by the tenant, in good condition, free of defects. This is the condition that will allow the rented object to provide the tenant with the enjoyment that the tenant may expect upon commencement of the tenancy agreement of a well-maintained object of the type to which the tenancy agreement relates.

3.2 The general, the structural, and the technical condition of the rented object in which the tenant accepts the rented object upon commencement of the tenancy agreement will be recorded by the tenant and the Host in a delivery report to be added as an annex to the tenancy agreement and to be signed by or on behalf of the parties. Such delivery report will form part of the tenancy agreement.

3.3 Any defect that may exist upon commencement of the tenancy agreement will be stated in the delivery report. Any such defect will be corrected by the Host within a reasonable term. If the Host fails to do so, the Host will not be in default until after having been given notice of default by the tenant.

Changes and additions made by the tenant

4.1 Without the prior written consent of the Host, the tenant may not make, cause, or have any changes or additions in, on or to the rented object, or its fitting-out or appearance. The foregoing will not apply to any changes or additions that can be undone upon termination of the tenancy agreement without any substantial costs.

4.2 Without the prior written consent of the Host, the tenant may not make, cause, or have any changes or additions on or to the exterior of the rented object, including the land, the balcony, the common areas, and the garden (except for purposes of fitting-out as a decorative garden).

4.3 Upon termination of the tenancy agreement, any changes or additions will be undone by the tenant, unless the tenant has obtained written consent from the Host to leave such changes or additions behind.

4.4 Unless agreed otherwise in writing between the parties, the Host will not grant its consent to any changes or additions that the tenant may wish to make if:

- that would impair the letting potential of the rented object;
- the change would lead to a decrease in value of the rented object;
- such changes or additions are not necessary for effective use of the rented object;
- such changes or additions will not increase the enjoyment of the rented object;
- making such changes or additions will demonstrably impair the energy index of the rented object;
- serious objections on the part of the Host otherwise oppose the making of such changes or additions.

4.5 Serious objections on the part of the Host will in any event be deemed to exist if the changes or additions:

- do not meet the relevant government requirements and/or requirements of utility companies or if the required permits, if any, have not been obtained;
- are of inadequate technical quality;
- will impair the letting potential of adjacent houses;
- will render proper housing management difficult;
- will or may cause nuisance and/or hindrance to third parties;
- will cause the house no longer to be eligible for allocation to persons seeking a house in the Host's primary target group in respect of the rented object;
- are or may reasonably be damaging to the rented object or to the building of which the rented object forms part;
- will change the nature of the rented object;
- are contrary to the deed(s) of division or the internal regulations relating to the rented object, or of the conditions on which the owner of the rented object has acquired title to the rented object.

4.6 The Host will be authorised to attach requirements for the tenant to its consent, or in relation thereto to impose an obligation on him, in particular in respect of the materials to be used by him and their quality, the constructions to be used, and the working methods to be followed, in particular with a view to the possibility of, and the consequences for, future maintenance and safety. Furthermore, the Host may attach requirements to any consent to be granted in respect of fire, storm and third-party liability insurance, in respect of any taxes and levies and in respect of liability.

4.7 In its consent, the Host will communicate whether or not the changes are to be undone upon termination of the tenancy agreement. In the event that the Host requires any changes or additions to be undone, the Host will be authorised to require a guarantee or other security for performance of the relevant obligation. Changes or additions will not need to be undone only if, upon joint written request by the tenant and the new tenant, the Host still agrees to maintenance of the changes or additions made or taken over by the tenant, in that such changes or additions may be taken over by the new tenant. Subsequently, the new tenant, in turn, will arrange for the relevant changes or additions to be undone upon termination of the tenancy agreement entered into with him, unless such changes or additions can, again, be left behind because of the provisions of the first sentence of this clause.

4.8 The tenant will be required to ensure that, when making the changes or additions, all the relevant requirements set or to be set by the government are met, as well as that all the required permits and authorisations (including authorisations by the municipality and the fire service) are obtained, while the costs of the changes or additions will at all times be payable by the tenant.

4.9 The tenant will be responsible for any maintenance and repair work in respect of the changes and additions made or taken over by him. In no event will any items, changes or additions that the tenant may have taken over from a preceding tenant lead to any liability on the part of the Host. The tenant will indemnify the Host against any third-party claims in respect of damage caused by any changes or additions made or taken over by the tenant.

4.10 Any non-wallpapered walls and ceilings in the rented object may not be wallpapered by the tenant. The tenant may not stick any stickers on paintwork or glue any floor covering directly to the floors or stairs. Any structure applied by the tenant to walls, such as plasterwork, textured paint, textured plaster, putz, and

suchlike, must be undone by the tenant upon termination of the tenancy agreement, unless the successive tenant has communicated in writing to the Host that he will take over the structure applied to the walls from the tenant and that he (the successive tenant) will, in turn, arrange removal thereof upon termination of his tenancy agreement.

4.11 Any consent given by the Host will be once only and will not apply to any other or subsequent situations.

4.12 The Host will not be bound by any nomination by the tenant of a successive tenant for the rented object, even if such nominated successive tenant is prepared to take over facilities or changes made in or to the rented object by the tenant.

4.13 Any changes made by the tenant in violation of the Host's conditions must be undone on the Host's demand.

4.14 If any items applied by the tenant are to be temporarily removed in connection with maintenance or repair work on the rented object

or on the building or building complex of which the rented object forms part, the costs of removal, storage, if necessary, and reapplying will be at the expense and risk of the tenant, irrespective of whether the Host had granted its consent to the application of the relevant items.

### **Changes made or facilities installed by the Host**

5.1 If and to the extent that any mandatory instructions are given by the government to the Host in respect of changes, adjustments or improvements to the rented object individually, or to the building or building complex of which the rented object forms part, the tenant declares that he will allow such changes to be made in, on, to or near the rented object.

5.2 If the rented object forms part of a building complex comprising multiple houses, and the Host wishes to change, adjust or improve all or part of the building complex of which the rented object forms part, where such work is not mandatorily required by the government, the tenant must give the opportunity to do so, provided that:

- a. at least 70% of the tenants within the building complex, or such part thereof, of which the rented object forms part, have agreed to the proposed change, adjustment or improvement;
- b. for technical, organisational, social and/or financial reasons, the proposed change, adjustment or improvement can be made only on a complex-by-complex, or part-by-part, basis;
- c. the Host has informed the tenant in good time of the proposed change, adjustment or improvement, and has consulted with the tenant or the tenants' organisation.

5.3 If the Host is required, pursuant to article 5.1 or article 5.2, to make certain changes or renovations in or to the rented object, the Host will also be entitled to submit to the tenant a proposal for a rent revision pursuant to section 252 and/or section 255 of Book 7 of the Dutch Civil Code.

5.4 The Host will not be entitled to submit a proposal for a rent revision to the tenant for any changes or renovations that may qualify as correction of overdue maintenance to attain the maintenance level that suits the original rent.

5.5 In the event of any changes, adjustments or improvements as referred to in articles 5.1 and 5.2, the provisions of article 11.5 will apply.

### **Lift**

6.1 If the building of which the rented object forms part includes a lift, the tenant, his household members, and visitors will carefully comply with all instructions given, or to be given, by or on behalf of the Host, the lift installer or the government.

6.2 The Host will be responsible for entering into a service contract for the lift.

### **Central heating and water heater**

7.1 If a private, individually operated central heating system or a water heater is available in the rented object, the tenant will arrange the preservation thereof as befits a responsible tenant.

7.2 Payable by the tenant, without exception, will be all costs of repair or damage caused by negligence, improper use or inexpert maintenance of the systems referred to in article 7.1 and appurtenances by the tenant himself or by any persons designated by him.

7.3 The tenant will be required, in the event of frost, to take all such measures as may be available to him to avoid freezing of the central heating system, the water heater and the water pipes. In the event of the tenant's absence during the heating season, the tenant will not be permitted - with a view to the risk of freezing of the aforementioned systems - to shut the radiators of the central heating system.

### **Common or central aerial unit**

8.1 If the rented object has been, will be, or may be connected to an existing common or central system for internet and/or reception of television and radio programmes, the tenant will not be permitted to apply or preserve any private system and/or aerials, or to make any changes to the system.

8.2 Only the connection point(s) created in the rented object to the common or central aerial system or internet supply facility may be used to connect equipment. For purposes of such connection(s), the tenant will be required to use proper connection cables to be purchased at his own expense. The tenant will be liable for any damage caused to the system as a result of the use of improperly functioning reception devices or improper connection cables.

#### **Garden, land, boundary partitions, structures**

9.1 If the rented object includes a garden or land, the tenant will be required to lay out, use, maintain and preserve the garden as a decorative garden, and not to use the land or the garden for the storage of items of any nature whatsoever, or to park one or more cars, caravans, boats, etc. Any trees and shrubbery, including the trees and shrubbery already present at the time of commencement of the tenancy agreement, must be maintained and pruned in good time by the tenant. Any trees or shrubbery in the garden that cause nuisance are to be removed at the tenant's expense. If a tree-felling permit is required, the tenant is to apply for such permit at his own expense, with the knowledge of the Host. Any damage caused by trees, shrubbery or other plants will be at the expense of the tenant.

9.2 Without the consent of the Host, the tenant may not install, change or remove any boundary partitions, sheds, or wooden or other structures.

9.3 The provisions of articles 4.1 to 4.14 inclusive will apply mutatis mutandis.

#### **Shading devices**

10.1 The tenant may not apply any external shading devices, save with the prior approval of the Host in respect of the construction, the colour, and the method of fastening.

10.2 The provisions of articles 4.1 to 4.14 inclusive will apply mutatis mutandis.

#### **Maintenance**

11.1 Pursuant to the law (section 217 in conjunction with section 240 of Book 7 of the Dutch Civil Code) and this tenancy agreement, the tenant will be required to carry out minor repairs on, in or to the rented object, in any event including the minor repairs referred to in the Dutch Minor Repairs (Tenant's Liability) Decree [Besluit kleine herstellingen], and the Host will be required, at the tenant's request, to remedy any other defects, unless this is impossible or would involve expenses that, under the circumstances, the Host cannot be required to incur. To that end, the parties will make, or cause, in a timely and proper fashion - each at their own expense - such facilities, including renovations, as may be necessary and as they are required to make or cause pursuant to the law, any statutory requirement or agreed conditions.

11.2 The provisions of article 11.1 will apply without prejudice to the tenant's obligation in respect of maintenance, repairs and renovation of any facilities made by or on behalf of the tenant himself as referred to in article 4.

11.3 The minor repairs that are at the tenant's expense will be carried out by or on behalf of the Host if such maintenance is included in the supplies and services to be arranged by or on behalf of the Host that are related to the occupation of the rented object as referred to in article 7 of the tenancy agreement.

11.4 The foregoing provisions will apply without prejudice to the obligation on the part of either party to assume responsibility for such facilities as are to be made as a result of wilful misconduct, fault, negligence or improper use on the part of such party itself or of any persons for whom it is responsible.

11.5 If the Host deems it necessary to carry out maintenance, repair, renovation or other work on the rented object or on the building or building complex of which the rented object forms part or on any adjoining premises, or if any such work is necessary in view of any requirements or measures imposed by the government or utility companies, the tenant will allow the persons that are necessary to carry out such work to access the rented object and tolerate such work and any inconvenience it may cause, without any entitlement to claim compensation, reduction of the payment obligation or dissolution of the tenancy agreement. The Host will consult with the tenant in good time as to the timing of carrying out the work.

11.6 If either party fails to carry out, or cause third parties to carry out, maintenance, repair or renovation work at its own expense, or if such work has been carried out improperly or poorly, the other party will be entitled to carry out, or cause third parties to carry out, such work at the expense and risk of the negligent party, after the negligent party has received a written notice of default granting it a reasonable term to perform. If the work to be carried out at the tenant's expense cannot be delayed, the Host will be entitled promptly to carry out, or cause third parties to carry out, such work at the tenant's expense.

#### **Access**

12.1 The Host and any and all persons to be designated by the Host will be entitled to access the rented object, after consultation with the tenant and on workdays between 8:00 a.m. and 5:30 p.m., to inspect the condition of the rented object for purposes of the work referred to in articles 5 and 11 and for valuation purposes. In emergencies, the Host may also access the rented object without consultation and/or outside the time frames referred to above.

12.2 In the event of a proposed letting, sale or auction of the rented object or of all or part of the building or building complex of which the rented object forms part, and in the last three months prior to termination of the tenancy agreement, the tenant will be required, after prior notice by or on behalf of the Host, to give access to the rented object for viewing purposes between 10:00 a.m. and 12:00 noon, and between 2:00 p.m. and 4:00 p.m. on workdays, as well as on the auction days, and he will tolerate the usual 'to let' or 'for sale' signs on or near the rented object (or the building or building complex).

### **Damage and liability**

13.1 If any damage has occurred, or is imminent, in, on or to the rented object, including damage or imminent damage to pipes, cables, tubes, discharges, sewers, systems and equipment, the tenant will be required promptly to notify the Host in writing.

13.2 In the event of immediate damage or damage that has occurred threatens to expand, the tenant will be required to notify the Host without delay and promptly to take appropriate measures to avoid and mitigate any (further) damage in or to the rented object. The foregoing will particularly apply if any damage has occurred, or is imminent, as a result of any weather condition.

13.3 If the rented object forms part of a collective building or housing complex, the provisions of articles 13.1 and 13.2 will also apply to the total building or building complex, more in particular in respect of the common areas and the adjacent premises. Any direct acts on the part of the tenant in these situations will be required only if he can reasonably be expected to perform such acts.

13.4 The Host will not be liable for any damage or lost enjoyment under the tenancy agreement suffered by the tenant and/or his household members or for any damage to property of the tenant and/or his household members as a result of visible or invisible defects in the rented object, unless such damage or lost enjoyment is attributable to the Host or if such damage was caused by a defect that existed at the time of entering into the tenancy agreement and that was, or should have been, known to the Host at such time.

13.5 The Host will not be liable for any damage caused to the person and/or to any property of the tenant or his household members by storm, frost, stroke of lightning, serious snowfall, flooding, rising or falling of the groundwater level, natural disaster, atomic reaction, armed conflict, civil war, uprising, civil commotion, molest or other calamities.

13.6 The tenant will be liable for any damage to the rented object as a result of attributable failure on the part of the tenant to perform any obligation under the tenancy agreement. All damage, except for fire damage, will be deemed to have occurred as a result of such attributable failure. For purposes of this paragraph, the tenant will be deemed to include: the tenant's household members and any third parties that are inside the rented object.

13.7 The tenant will be required to take out - and maintain - adequate household contents insurance on customary terms. In respect of any damage that comes under the scope and cover of an insurance policy taken out by the tenant, the tenant is to address the insurer first.

### **Protection of the living climate**

14.1 If the rented object forms part of a building or building complex which includes rooms and areas to which the tenant does not have any exclusive use rights, the tenant will for his part contribute to avoiding pollution of such rooms and areas, the placing of movable property in, on or to such rooms or areas, and the use of such rooms and areas for any purposes other than for which they were intended, either manifestly or based on the tenancy agreement or the instructions of the Host. In particular, the tenant will not access, or cause third parties to access, the roof, the lift control rooms, the fire-escape ladders, the central heating system area, or the hydrophore room. Furthermore, the tenant may not place any vehicles, prams, bicycles or other objects other than in the designated areas, or beat or hang out bed linen, laundry, etc. on the exterior of the building, other than within the balcony.

14.2 Without the prior consent of the Host, the tenant may not:

- a. apply, or cause the application of, any advertising, in any form whatsoever, for himself or for third parties, to the rented object;
- b. connect, or cause the installation of, a mechanical exhaust hood or other equipment to a ventilation duct;
- c. fit out or use the flues in the rented object for an open fireplace or a multi-fuel heater, unless such use is for the purpose of an open fireplace that forms part of the rented object.

The provisions of articles 4.1 to 4.14 inclusive will apply mutatis mutandis.

14.3 The tenant may not:

- a. keep any pets or other animals in or near the rented object that cause nuisance;
- b. discharge combustion gases other than through the available flues or use venting ducts for such purpose;
- c. grow, or cause the growth of, or trade hemp in the rented object, in the common areas and/or in any parts thereof, or in the direct vicinity of the rented object, and/or fit out the rented object as a hemp farm, hemp drying plant or a hemp harvesting plant, or perform any other activities that are punishable pursuant to the



Dutch Opium Act [Opiumwet]. The tenant may not have any hemp or similar plants available, or store or keep such plants for others in the rented object and/or in any common areas either. Furthermore, the tenant may not trade, produce or in a group use, allow the use of, or have available any qat, soft drugs or other controlled substances in the rented object, in the common areas and/or in any parts thereof, or in the direct vicinity of the rented object. The tenant acknowledges that any acts in violation of the foregoing prohibitions will lead to damage to the rented object, as well as to hazardous negligence and nuisance (such as pollution, vandalism, attracting crime, etc.) for the environment. Acting in violation of this prohibition is deemed so serious that it will justify dissolution of the tenancy agreement in the shortest possible term. The tenant will be required to disgorge to the Host any (estimated) profit generated by him as a result of acts in violation of this prohibition, without prejudice to the Host's right to claim (additional) compensation.

14.4 When using the building or building complex of which the rented object forms part, the tenant will not cause any hindrance or nuisance. The tenant will ensure that any third parties or animals present on his behalf will not do so either.

14.5 Articles 14.1 to 14.4 inclusive intend, inter alia, to promote a good living climate among the users of the building or building complex of which the rented object forms part.

14.6 The tenant will act and use and maintain the rented object as befits a responsible tenant.

### **Environment**

15.1 The tenant will strictly comply with the guidelines, regulations or instructions from the government or other competent authorities in respect of (separate) presentation of refuse. In the event of failure, or failure fully, to comply with this obligation, the tenant will be liable for any financial, criminal or other consequences that may ensue from such failure.

15.2 The tenant may not:

- a. have any environmentally hazardous items in, on, to, or in the direct vicinity of, the rented object, including malodorous, fire hazardous or explosive items;
- b. use the rented object in any manner that may cause soil or other environmental pollution.

### **Rent adjustment**

16. If the rented object is self-contained accommodation subject to a decontrolled rent:

- the annual rent adjustment will be based on the change in the monthly price index figure according to the consumer price index (CPI) for all households (series 2015=100), as published by Statistics Netherlands (CBS);
- the adjusted rent will be calculated according to the following formula: the changed rent will be equal to the rent as prevailing on the adjustment date, multiplied by the index figure for the fourth calendar month preceding the calendar month in which the rent is adjusted, divided by the index figure for the sixteenth calendar month preceding the calendar month in which the rent is adjusted;
- the rent will not be adjusted if the adjustment should lead to a rent that is less than the most recently prevailing rent, but in such event that most recently prevailing rent will remain unchanged until, in a subsequent indexation, the index figure for the calendar month being four calendar months preceding the calendar month in which the rent is adjusted, exceeds the index figure based on which the rent was most recently adjusted;
- a comparable index figure will be used to the extent possible, if CBS discontinues the publication of the said price index or the basis for calculation thereof is changed and, in the event of a difference of opinion in that respect, the party taking the initiative may request the Director of CBS to render a decision that will be binding on both parties. Any costs involved will be equally divided between the parties;
- the adjusted rent will apply, even if the tenant is not separately notified of such change.

### **Costs of mains services based on an individual meter and service charges**

17.1 On top of the rent, the tenant will be responsible for the costs of supply, transport, measuring and consumption of gas, water and electricity for the rented object, including the costs of entering into the relevant agreements and the meter rental, as well as any other costs and penalties to be charged by the utility companies.

17.2 The tenant will be responsible, at his own expense and risk, for entering into the supply agreements with the relevant companies, unless the rented object does not have any separate connections and/or the parties have agreed that the Host will be responsible for the supply of gas, water and electricity.

17.3 If the parties have agreed that the Host will be responsible for the supply of gas, water and electricity for the rented object and the living area of the rented object contains an individual meter, the Host will determine the fee due by the tenant in consideration thereof on the basis of the actual costs based on the meter readings.

If the supply of heat as referred to in section 1(g) of the Dutch Heating Supply Act [Warmtewet], is governed by the Heating Supply Act, the said fee may in no event exceed the maximum price within the meaning of this Act. In such event, the tenant undertakes, on demand, to sign a supply agreement with the Host as referred to in that Act. If the living area of the rented object does not contain an individual meter, the Host will determine the fee due by the tenant.

17.4 On top of the rent, the tenant will be responsible for the costs of provision of internet, television, audio and other signals, including the costs of entering into the relevant agreements, as well as any other costs and penalties to be charged by the suppliers of such services.

17.5 The tenant will be responsible, at his own expense and risk, for entering into the provision agreements with the relevant companies as referred to in article 17.4, unless the parties have agreed that the Host will be responsible for the provision of internet, television, audio and other signals. In the latter situation, the Host will determine the fee due by the tenant in consideration thereof.

17.6 If the parties have agreed that the Host will (also) be responsible for the provision of (other) supplies and services relating to the occupation of the rented object, the Host will also determine the fee due by the tenant in consideration thereof.

17.7 To the extent that the rented object forms part of a building or building complex and the provision of supplies and services relating to the occupation of the rented object also relates to other parts pertaining thereto, the Host will determine the share in the costs of such provision of supplies and services reasonably payable by the tenant. In that respect, the Host need not consider the fact that the tenant does not use any of such supplies and services provided. If one or more parts of the building complex are not occupied, the Host will ensure, in the determination of the tenant's share, that such share will not exceed the share if the building or building complex were fully occupied.

17.8 The Host will provide the tenant with annual summaries based on which the tenant can independently determine his share in such costs. The statutory prescription period will commence at the end of the year to which the costs relate.

17.9 After termination of the tenancy agreement, a new summary will be prepared for the period for which no summary had been prepared yet. Such summary will be provided after expiry of no more than 6 months following the end of the year to which the costs relate.

17.10 Any amounts underpaid by the tenant or excess amounts received by the Host according to the summary for the relevant period, taking into account advance payments made, will be paid extra or repaid within three months of provision of the summary. Any challenging of the correctness of the summary will not suspend this payment obligation.

17.11 If so desired, the Host will give the tenant access to the books and other business records, or copies thereof, underlying the summary, for a period of one month following provision of the summary.

17.12 The Host will be entitled to change the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the provision of the other supplies and services relating to the occupation of the rented object, after consultation with the tenant, in terms of type and scope.

17.13 The Host will be entitled, in the course of the period, to adjust the advance on the fee for the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the fee for the other supplies and services provided in relation to the occupation of the rented object, based on the costs expected by it, inter alia, in a situation as referred to in article 17.12 and, furthermore, in the situations referred to in section 261(1) of Book 7 of the Dutch Civil Code.

17.14 The tenant will be bound by any reduction or expansion of the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the provision of the other supplies and services relating to the occupation of the rented object and the associated changed amount of the advance payment, if such change relates to a supply that can be supplied only to a number of tenants jointly and at least 70% of those tenants have agreed. A tenant that has not agreed to the change may claim a court decision as to the reasonableness of the proposal within eight weeks of the written notice from the Host that agreement has been reached with at least 70% of the tenants.

17.15 If the consumption of gas, electricity, heat or (hot) water is determined on the basis of consumption meters, and a dispute should arise as to the tenant's share in the costs of consumption as a result of the non-performance or incorrect performance of such meters, such share will be determined by a company specialising in the measuring and determining of purchased gas, electricity, heat and/or (hot) water consulted by the Host. The foregoing will also apply in the event of damage or destruction of, or fraud with respect to, the meters, without prejudice to any other rights that the Host may in such event have vis-a-vis the tenant, including the right to claim repair or replacement of the meters and compensation of damage suffered.

#### **Notice of termination**

18.1 Notice of termination of the tenancy agreement is to be given by bailiff's writ or by registered letter, with effect from a day agreed for payment of the rent (usually the first day of a calendar month), with due observance of a notice period. The period for notice of termination to be given by the tenant will be equal to the duration of a payment period, but not less than one month and not more than three months, and for notice of termination to be given by the Host not less than three months and subject to section 271(5) of Book 7 of the Dutch Civil Code.

18.2 A tenancy agreement entered into for a limited period of time that is shorter than or equal to two years (in the event of self-contained accommodation), or five years (in the event of non-self-contained accommodation), will not end by notice of termination but by a communication to be issued by registered letter to the effect that the tenancy agreement will end upon expiry of the limited period stated in the tenancy agreement. Such communication is to be issued by the Host not later than one month prior to expiry of the limited period stated in the tenancy agreement and not sooner than three months prior to expiry of such period.

#### **Termination of tenancy agreement or use**

19.1 Unless agreed otherwise in writing, upon termination of the tenancy agreement or upon termination of use of the rented object, the tenant will re-deliver the rented object to the Host in the condition as described in the delivery report upon commencement of the tenancy agreement, taking into account any subsequent work performed by the Host and normal wear and tear and ageing.

19.2 If no delivery report was drawn up upon commencement of the tenancy agreement, the tenant will, save evidence to the contrary, be deemed to have received the rented object in the condition it is in upon termination of the tenancy agreement.

19.3 Upon termination of the tenancy agreement or termination of use of the rented object, the tenant is re-deliver the rented object to the Host vacant and cleared, free of use and rights of use, properly cleaned and subject to surrender of all the keys, key cards, etc.

19.4 The tenant will be under the obligation, at his own expense, to remove any and all items affixed by him in, on or to the rented object, or taken over by him from the previous tenant or user, unless at any time the Host indicates, or has indicated, otherwise in writing. Moreover, the tenant will repair any damage caused by the removal of items, re-deliver the non-wallpapered walls and ceilings in the colour white and, if a garden forms part of the rented object, leave the land behind unpolluted and proper (without any holes or potholes). No compensation will be due by the Host for any non-removed items affixed without the consent of the Host, unless agreed otherwise in writing.

19.5 The tenant will forfeit possession of any items that he is deemed to have abandoned by leaving them behind in the rented object when actually vacating the rented object. Any such items may be removed by the Host, at the Host's discretion and without any liability arising on its part, at the expense of the tenant, without any retention obligation being imposed on the Host. The Host will be free to dispose of any such items. It will have the right to appropriate any such items or to remove them at the risk of the tenant, all at the Host's sole discretion. Furthermore, the Host may opt to have the relevant items discharged for immediate destruction or for temporary storage. If the Host has had the relevant items transported and stored, the tenant may obtain possession of such items from the Host only in the period that they are stored against payment in a lump sum of all claims that the Host may have against the tenant. The Host will not be liable for any damage caused to the relevant items during removal, transport or storage.

19.6 The provisions of article 19.5 will not apply to any movable items that the tenant has transferred to the successive tenant, provided that the successive tenant has notified the Host of such transfer in writing.

19.7 The rented object is to be inspected by the parties jointly in good time before termination of the tenancy agreement or use. The parties will draw up a report of such inspection recording the findings in respect of the condition of the rented object. Furthermore, such report will record the work in respect of the repairs proven necessary upon inspection and overdue maintenance for which the tenant is responsible yet to be performed at the expense of the tenant, and the procedure for any such work.

19.8 If, after having been given proper opportunity by registered letter, the tenant or the Host fails to cooperate in the inspection and/or the recording of the findings and arrangements in the report within a reasonable term, the party insisting on recording will be authorised to carry out the inspection outside the presence of the failing party and to adopt the report, which will be binding on the parties. The party insisting on recording will promptly provide the failing party with a copy of such report.

19.9 The tenant will be under the obligation to carry out, or cause third parties to carry out, the work to be carried out based on the report within the term set in the report or otherwise agreed between the parties. If the tenant fails, or fails fully, to perform his obligations ensuing from the report, the Host will be entitled to cause such work to be carried out and to recover the associated costs from the tenant, without any notice of default

by or on behalf of the Host to the tenant being required, and without prejudice to the Host's right to claim compensation of the further damage and costs.

19.10 For the period involved in the performance of the work, calculated from the date of termination of the tenancy agreement, an amount will be due by the tenant to the Host equal to the most recently prevailing rent, the fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part and the fee for the other supplies and services to be provided in connection with the occupation of the rented object, without prejudice to the Host's right to claim compensation of further damage and costs. The tenant cannot derive any rights from this provision.

### **Payments**

20.1 Payment of the rent and of all such other amounts as may be due pursuant to this tenancy agreement will be made on or before the expiry date, in legal Dutch tender - without any suspension, discount, deduction or set-off against any claim that the tenant has, or asserts, against the Host, save as provided in section 206(3) of Book 7 of the Dutch Civil Code - by way of deposit or transfer to an account to be designated by the Host.

20.2 The Host will be free to change the place or method of payment by giving written notice to the tenant. The Host will be entitled to determine from which outstanding claim under the tenancy agreement a payment received by it from the tenant will be reduced, unless expressly indicated otherwise by the tenant when making the payment. In the latter event, the provisions of section 50 of Book 6 of the Dutch Civil Code will not apply.

### **Security deposit**

21.1 By way of security deposit for proper performance of his obligations under the tenancy agreement, the tenant will pay a security deposit, equal to the amount stated in article 10 of the tenancy agreement, into a bank account designated by the Host upon signing of the tenancy agreement.

21.2 If the security deposit has been drawn on, the tenant will be required, on the Host's demand, to supplement the security deposit by the amount for which the security deposit was drawn on.

21.3 If and to the extent that the security deposit has not been validly drawn on by the Host, the Host will be under the obligation, upon termination of the tenancy agreement, to repay the security deposit into an account number to be provided by the tenant.

### **Joint and several liability, joint tenancy, guardianship and administration**

22.1 If more than one person has committed as tenants, such persons will at all times be jointly and severally liable to the Host for all the obligations ensuing from the tenancy agreement. Postponement of payment or remission, or an offer to that effect, by the Host to one of the tenants will regard solely that tenant.

22.2 The obligations under the tenancy agreement will be joint and several, including vis-a-vis heirs, beneficiaries and other transferees and assigns of the tenant.

22.3 A person who has entered into, and signed, the tenancy agreement together with one or more others, without any legal joint tenancy, will not lose his status as a tenant by permanently leaving the rented object. Even in such event, he will remain jointly and severally liable for the obligations under the tenancy agreement. A contractual joint tenant (co-tenant) may give notice of termination of the tenancy agreement only together with the other tenant(s).

22.4 When entering into the tenancy agreement, the tenant is to inform the Host as to whether or not he is married or has entered into a registered partnership. The tenant will state the personal details of his partner to the Host. If, after entering into the tenancy agreement, the tenant marries or enters into a registered partnership, he will promptly notify the Host, stating the personal details of the partner.

22.5 When entering into the tenancy agreement, the tenant is to inform the Host as to whether a guardianship or administration order has been imposed on him. The tenant will state the personal details of the guardian or the administrator to the Host. If, after entering into the tenancy agreement, a guardianship or administration order is imposed on the tenant, he will promptly notify the Host, stating the personal details of the guardian or the administrator.

### **Delayed availability**

23.1 The Host will be under the obligation to make the rented object available to the tenant on the effective date as referred to in article 3.1 of the tenancy agreement.

23.2 If the rented object is not available on the envisaged effective date, because the rented object was not completed in time, because the previous tenant has failed to vacate the rented object in good time contrary to arrangements made, or because the Host has not yet obtained the government permits to be arranged by it, no rent, no fee in connection with the supply of electricity, gas and water for consumption in the living area of the rented object on the basis of an individual meter in that part, and no fee for the other supplies and services to be provided in connection with the occupation of the rented object will be due by the tenant until such date as the rented object is made available to him, and his other obligations and the agreed instalments will be postponed accordingly.

23.3 The Host will not be liable for any damage to be suffered by the tenant as a result of the delay, unless such delay is due to attributable failure on the part of the Host. Attributable failure will be understood to include the situation where the Host fails to perform to the best of its ability to make the rented object available to the tenant as soon as possible.

23.4 If the Host is unable to make the rented object available to the tenant within ten workdays of the envisaged effective date, the tenant will be entitled to dissolve the tenancy agreement out of court by registered letter.

#### **Apartment rights**

24.1 If the building or building complex of which the rented object forms part is, or will be, divided into apartment rights, the tenant will observe the instructions ensuing from the deed of division, the charter or the regulations. The foregoing will also apply if the building or building complex is, or will be, owned by a cooperative association.

24.2 The Host will, to the best of its ability, avoid cooperation with the creation of any instructions that are contrary to the tenancy agreement.

24.3 The Host will ensure that the tenant will be provided with the instructions on occupation as referred to in article 24.1.

#### **Costs, default**

25.1 The tenant will be in default by the mere expiry of a specific term.

25.2 In all such situations where the Host or the tenant has a demand letter, a notice of default or a writ issued against the tenant or the Host, as the case may be, or in the event of legal proceedings against the tenant or the Host to enforce performance by such party of the tenancy agreement or to force the tenant to vacate the rented object, the tenant or the Host, as the case may be, will be under the obligation to reimburse the Host or the tenant, as the case may be, for all judicial and extrajudicial costs incurred in that respect - with the exception of the costs of proceedings payable by the tenant or the Host, as the case may be, pursuant to a final court decision - to the extent that reimbursement of such costs is not governed by the Extrajudicial Collection Costs (Standards) Act [Wet normering buitengerechtelijke kosten] and the associated Collection Costs Decree [Besluit incassokosten].

#### **Personal data**

26.1 Any personal data of the tenant and, if applicable, the tenant's spouse/registered partner and/or other family members and/or guardian/administrator will be processed by the Host and/or the manager, if any, and/or their group companies for the following purposes: performance of the tenancy agreement, maintenance and planning of maintenance, arranging viewings and takeovers, making payments and collecting claims, including the passing on of claims to third parties for collection, the handling of disputes, questions or investigations, including legal proceedings, monitoring, or causing third parties to monitor, applying for and granting rent allowance, internal management activities, as well as the performance or application of the law. For such purposes, the personal data will, if necessary, be provided by the Host and/or the manager to third parties, such as the bank for purposes of payment, maintenance companies that carry out scheduled maintenance or maintenance based on a complaint (and to which name and contact details, such as telephone numbers, email addresses, and information about the complaint may be transferred), potential tenants for viewings and takeovers (which may receive names, telephone numbers and email addresses for purposes of scheduling an appointment), debt collection agencies, bailiffs, lawyers and courts in the context of overdue payments or disputes, the Dutch Tax and Customs Administration, and other competent authorities, as well as service providers, such as IT providers, accountants, auditors and lawyers.

26.2 Data subjects will be entitled to request the Host and/or the manager to grant access to their relevant personal data and/or request them to correct, supplement, remove or shield these data. The tenant will inform his spouse/registered partner and/or guardian/administrator, if any, of the contents of this article.

#### **Address for service**

27.1 From the effective date of the tenancy agreement, all communications by the Host to the tenant in connection with the performance of the tenancy agreement will be directed to the address of the rented object.

27.2 The tenant undertakes, in the event that the tenant no longer uses the rented object, promptly to notify the Host, stating his new address for service.

27.3 If the tenant vacates the rented object without notifying the Host of a new address for service, the address of the rented object will be deemed to be the tenant's address for service.

#### **Requests**

28. Save in the event granted by the Host on its own initiative, the tenant may rely on any consent, approval, statement or communication on the part of the Host only if the tenant has sent a request to that effect to the

Host and the Host has shown his positive reaction thereto in writing. Conditions may be attached to the Host's consent, approval or statement.

### **Complaints**

29. The tenant will submit any complaints or wishes in writing. In urgent cases, complaints or wishes may be submitted orally, followed by written confirmation by the tenant as soon as possible.

### **Consequences of voidness or voidability**

30. The voidness or voidability of any part of the tenancy agreement or of the general provisions will not affect the validity or the other provisions. In such event, in lieu of the voided or void part, the provisions that are lawfully permissible and most closely approach the agreements that could have been made between the parties had they been aware of the voidness or voidability, will be deemed to have been agreed.

{% endif %}

## **Annex 2. Internal regulations**

**It is mandatory to follow the lento.eu house rules below at all times.**

- During your stay and at the end of the rental period, the accommodation will be checked on quality, safety, hygiene and damages. You are liable for all damage caused to the accommodation or to goods belonging to the accommodation during your stay, as well as for loss of inventory, excessive energy consumption and insufficient cleaning.
- The accommodation is handed to you clean{% if is\_furnished %}, furnished and equipped with standard inventory{% endif %}. You are responsible for keeping the accommodation and if applicable the garden end/or the balcony, tidy and clean. Ventilate regularly, especially in the bathroom.
- Be frugal with gas, water and electricity. The maximum permissible temperature is 21 °C. If the heating is turned on, the windows and doors must be closed. Turn down the thermostat, if you have access to it, to 17 °C when leaving the residence or going to bed.
- Take your fellow residents and neighbours into account and do not cause noise nuisance. After 22.00 hrs till 7:00 hrs it has to be quiet in the accommodation as well as in the direct vicinity of the accommodation.
- It is not permitted to alter anything on, in or at the accommodation. Placing satellite dishes, an additional refrigerator, air conditioning, an additional washing machine, a heater or any other additional equipment is not allowed. It is not allowed to put nails or thumbtacks in the walls of the accommodation or to fil any additional shelves to the walls of the accommodation.
- For your safety the accommodation is equipped with fire prevention and firefighting equipment. It is forbidden to sabotage this, for instance, by placing plastic bags over the smoke detectors or removing the batteries.
- On the last day of your stay you have to leave the accommodation at the indicated time. On the last day of your stay you have to leave the accommodation behind clean and tidy. The accommodation has to be cleared of personal possessions and delivered (broom)clean. Do not leave dirty dishes, remove the bedlinen from the bed, clean the kitchen, refrigerator and any other electric equipment and place garbage bags in the containers. Any personal belongings left behind will be removed.
- Smoking is not allowed in the accommodation.
- Using, producing, dealing or storing narcotics in the accommodation is forbidden.

### **For houses**

- As a resident you have to maintain the garden.
- Household waste must be offered according to the locations' household waste schedule.
- The windows must be cleaned every month.

### **For apartments**

- The public areas must be left clean after every use.