FRAMEWORK AGREEMENT BETWEEN LENTO – HOST, version 1.07

THE UNDERSIGNED

1. The private limited company **Lento Operations B.V.**, having its registered office and principal place of business in (5803AP) Venray at Keizersveld 53D, Chamber of Commerce number: 84256907, represented by J.J.M. Uijlenbroek, hereinafter referred to as **'Lento'**;
{% if is_company %}
2. The private limited company {{ lessor_company.company_name }}, having its registered office and principal place of business in {{ lessor_company.city }} at {{ address }}, represented by, {{ person.firstnames }} {{ person.surname }}, herinafter referred to as the **'Host'**;
{% else %}
3. {% if person.gender == "m" %} Mr {% elif person.gender == "f" %} Ms {% endif %} {{ person.firstnames }} {{ person.surname }}, born on {{ person.date_of_birth }}, residing in, {{ person.city }} at {{ address }}, hereinafter referred to as the **'Host'**;
{% endif %}

WHEREAS:

A. [2] owns, or is the manager with the right to rent out of one or more premises;
B. [2] wants to let these premises, or a part of them;
C. [1] specialises in acting as an intermediary in the letting of immovable property of locations in the Netherlands and in offering financial and administrative support with tenancy agreements;
D. [1] is willing to take on the internet presentation and financial-administrative support also for locations outside the Netherlands where [1] expressly excludes mediation;
E. [2] wishes to engage the services of [1] in order to conclude tenancy agreements with third parties;
F. The parties have made arrangements on this and want to lay them down in this agreement.

HAVE AGREED AS FOLLOWS

1. General, definitions
1.1. In this agreement, the following terms are defined as stated below:

- '**Lettable Unit**' or '**Rented Premises**': lettable unit(s) which the Host offers for rent and in respect of which Tenancy Agreements are concluded;
- '**Rent**'; the rent payable by the Tenant to the Host for a Lettable Unit;
- '**Tenant**': the tenant of a Lettable Unit;
- '**Intermediary**': the tenant, or the party that places a reservation on behalf of third parties, after which third parties immediately enter into a rental agreement with the Host;
- '**Tenancy Agreement**': the tenancy agreement(s) between the Host and third parties in respect of a Lettable Unit;
- '**Reservation**': an agreement made between the Intermediary and the Host whereby the Host reserves a Lettable Unit for an agreed period for rental to a third party designated by the Intermediary;
- '**The Premises**' or '**The Location**': the premises owned by the Host and containing the Lettable Unit(s);
- '**Portal**': Lento's digital platform, available at www.lento.eu;

2. Term of the Agreement
2.1. This agreement enters into force on {{ contract.date_start }} and is concluded for an indefinite period.

3. Applicability of General Terms and Conditions and the Data Processing Agreement
3.1. The General Terms and Conditions Lento B2B and Lento B2C apply to this agreement, Reservations and Rental Agreements. These Terms and Conditions are available in the Portal. The content of these general provisions is known to the parties.
3.2. The Data Processing Agreement applies to this agreement, Reservations and Rental Agreements. The Data Processing Agreement is attached to this agreement as an appendix.
3.3. The General Terms and Conditions and the Data Processing Agreement referred to in Article 3.1 and 3.2 apply unless expressly deviated from in this agreement or application is not possible.

4. Consideration mediation
4.1. When a Tenancy Agreement or Reservation is concluded, the Host will owe Lento a one-off fee. Lento will charge this fee upon the conclusion of each Tenancy Agreement or Reservation.
4.2. For each Tenancy Agreement or Reservation, the fee payable by the Host to Lento for performing the financial and administrative tasks referred to in this agreement will be a percentage of the Rent or Reservation costs per payment period and a fixed amount per invoice.

4.3. Before a Tenancy Agreement or Reservation is concluded, Lento will inform the Host of all costs related to the conclusion of the Tenancy Agreement or Reservation. The current cost of using Lento is listed on the platform (link: https://lento.eu/en/pricing-lento-b2b).

4.4. Insofar as it concerns VHEs with a Dutch address, the Host expressly agrees that Lento also acts as an intermediary for Tenants in the formation of Tenancy Agreements, as referred to in Section 417(2) of Book 7 of the Dutch Civil Code.

4.5. As far as VHEs with an address outside the Netherlands are concerned, Lento does not carry out any mediation and the fees only concern the internet presentation on Lento and the financial administrative handling.

5. Obligations of Lento – administration and financial settlement

5.1. Lento will collect the Rent, deposits, reservation costs and other costs (including service charges) from Tenants and will pay them to the Host immediately, after deducting the fee referred to in Article 4 of this Agreement. In the case of rental to a private tenant (B2C), the Host is informed of the receipt of the first rent payment by Lento. Payment by Lento of the first rent payment and any deposit owed to the Host will only take place after Lento has received the relevant payments from the Lessee and the Lettable Unit has actually been put into use.

5.2. Lento may suspend payment of the Rent to the Host if and when there are substantial complaints from a Tenant. The suspension will only pertain to the relevant Lettable Unit.

5.3. The Host will ensure the timely preparation of the final account of the service charges and energy costs if an advance on the service charges must be paid under the Tenancy Agreement. The Host will do so annually and at the end of each Tenancy Agreement.

5.4. The Host will be responsible for all activities and obligations relating to the Lettable Unit which Lento is not obliged to perform under this Article. Lento's obligations expressly do not include payment of charges such as taxes, municipal levies, gas, water and electricity costs and internet costs. Nor do Lento's obligations include settling the deposit at the end of the lease, collecting overdue Rent and conducting proceedings against the Tenant.

6. Sale of Lettable Unit

6.1. If the Host sells a Lettable Unit, the Host is obliged to agree with the Buyer that the Buyer respects the framework agreement with Lento for the remaining term of the tenancy agreement for the relevant Lettable Unit subject to a penalty of € 1,000.00 per Lettable Unit.

ANNEXES

- Annex 1. Data Processing Agreement
- Annex 2. House rules

DRAWN UP AND SIGNED:

Host
Place:
{{ place_of_signing }}
Date:
{% if not disable_signing %} DateSignedLessor {% endif %}
{% if not disable_signing %} Please Sign Lessor {% endif %}
{{ person_lessor.firstnames }} {{ person_lessor.surname }}

WHEREAS:

A. Lento provides Services, as defined in the framework agreement ('Agreement').
B. This data processing agreement ('Data Processing Agreement') applies if and insofar as Lento processes personal data on behalf of the Host in the performance of the Agreement. In that case, Lento qualifies as the processor and the Host as the controller.
C. The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ('GDPR') applies, in addition to the Dutch Telecommunications Act and other national and international privacy laws and regulations (jointly referred to as 'Data Protection Law').
D. The Data Processing Agreement forms an integral part of the Agreement.

HAVE AGREED AS FOLLOWS:

1. General
1.1. All terms in this Data Processing Agreement that are defined in the Agreement, Data Processing Agreement or in the GDPR will have the meaning assigned to them in the Agreement, Data Processing Agreement or in the GDPR.
1.2. In the event of a conflict between one or more provisions of this Data Processing Agreement and the Agreement, the provisions contained in this Data Processing Agreement will prevail.
1.3. Any amendments and supplements to this Data Processing Agreement will only be valid if they have been agreed between the parties in writing.

2. Processing of personal data
2.1. Lento will only process the personal data for the performance of the Agreement and the purposes reasonably related thereto. Lento will only process the personal data on the basis of the Host's written instructions, unless a provision of Union or Member State law applicable to Lento obliges it to process the personal data. In that case, Lento will notify the Host of that statutory provision, unless this legislation prohibits such notification on important grounds of public interest.
2.2. Lento will not process the personal data for its own purposes, unless Lento itself qualifies as a controller with regard to the processing of personal data.
2.3. Table A contains a more detailed description of the processing of personal data.
2.4. Lento will immediately inform the Host if, in Lento's opinion, any instruction violates Data Protection Law.

3. Obligations of the parties
3.1. The parties will warrant that the persons authorised to process the personal data have undertaken to observe confidentiality.
3.2. The Host guarantees that it is entitled to process the personal data, and to have them processed by Lento, and indemnifies Lento against any third-party claims and penalties or sanctions from supervisory and government authorities in this respect.
3.3. Lento will support the Host in carrying out a Data Protection Impact Assessment or engaging in prior consultations with the supervisory authority, insofar as this is reasonably possible in view of the information available to it and the nature of the processing. Lento will be entitled to charge the Host for the costs it incurs in connection with the support.

4. Engagement of subprocessors
4.1. The Host grants Lento permission to outsource the processing of personal data to third parties ('Subprocessors'), including the Subprocessors listed in Table A.
4.2. If Lento wishes to engage a new or different Subprocessor, it will inform the Host of this in writing. The Host will then have two weeks to object to the engagement of the new Subprocessor. This objection should be submitted to Lento in writing and supported by arguments. If the Host does not object within the above-mentioned period of two weeks, it will be deemed to have agreed to the engagement of the new or different Subprocessor(s).
4.3. If the Host objects to the engagement of a Subprocessor, Lento may not (or no longer) be able to perform (or continue to perform) the Agreement in full. In such a case, the parties will consult each other in order to reach an appropriate solution. Lento will not be liable for any damage or loss resulting from the fact that it is not (or no longer) able to perform (or continue to perform) the Agreement in full in the event of an objection as referred to in this Article 4.2.
4.4. Lento will impose obligations arising from the Data Processing Agreement or obligations comparable thereto on the Subprocessor(s) it engages, insofar as this can reasonably be required.

5. Security of the personal data
5.1. Lento will take appropriate technical and organisational measures with regard to the personal data processing operations to be carried out under the Agreement in order to ensure a level of security appropriate to the risk, including the measures listed in Table A, as referred to in Article 32(1) of the GDPR.
5.2. If and insofar as additional measures result in additional costs for Lento, Lento will be entitled to charge these costs to the Host.

6. Data breaches
6.1. Lento will notify the Host without unreasonable delay as soon as it becomes aware that a personal data breach has occurred. This notification will include the information set out in Article 33(3) of the GDPR.
6.2. Where Lento can reasonably be required to do so, it will cooperate with the Host and also follow the Host's reasonable instructions, with the object of enabling the Host to conduct a sound investigation into a data breach, to formulate a correct response and to take appropriate follow-up steps with respect to the data breach, which will include notifying the supervisory authorities and/or the data subject(s).

6.3. The parties will not be permitted to disclose information about data breaches to third parties, unless the information is provided to legal advisers or other (technical) experts consulted in connection with the data breach, insofar as the parties are required to do so by law, or the parties have agreed otherwise.

7. Rights of data subjects

7.1. Taking into account the nature of the processing, Lento will, as far as possible, provide assistance in fulfilling the Host's obligation to respond to requests for the exercise of the rights of data subjects as set out in Chapter III of the GDPR.

8. Audits

8.1. The Host will be entitled to have an audit performed by an independent third party, provided that this third party is bound by confidentiality, to inspect and verify compliance with the Data Processing Agreement. The related costs will be borne in full by the Host, including the reasonable costs incurred by Lento in providing support during the audit. The audit initiated by the Host will take place no sooner than two weeks after written announcement by the Host and no more than once every calendar year. The parties will set the date and time of the audit in joint consultation. The audit will take place during normal working hours (between 9:00 a.m. and 5:00 p.m.) and not on public holidays or during weekends.

8.2. Lento will cooperate in the audit to any reasonable extent required and will make all information reasonably relevant for the audit available within a reasonable period of time; a period of at least two weeks will be reasonable. The parties will assess the audit results in joint consultation, after which any measures necessary will be implemented by one of the parties, or by the parties jointly, within a period of time to be specified. Lento will be entitled to charge the Host for the reasonable costs it incurs in this respect.

9. Liability

9.1 Any direct and indirect liability of Lento due to an attributable failure to perform the Data Processing Agreement and/or unlawful acts/omissions vis-à-vis the Host is fully excluded. If and insofar as there is any liability, it will in any event always be limited to the amount paid to Lento by its insurer in the relevant case. All claims for compensation will lapse if they are not reported to Lento by registered letter within 6 months of discovery.

9.2. The Host will indemnify Lento against all claims and actions, including penalties, levies, interest and costs, which Lento suffers or incurs in connection with the Host's non-compliance with the Data Processing Agreement or the Host's infringement of Data Protection Law.

10. Term and termination of the Data Processing Agreement

10.1. This Data Processing Agreement will enter into force when the Agreement is signed by both parties, and will be entered into for as long as personal data are processed by Lento for the performance of the Agreement between the parties.

10.2. Termination of the Agreement, on whatever ground, will result in the termination of the Data Processing Agreement, unless the parties agree otherwise where appropriate.

10.3. Unless storage of personal data is required by Union or Member State law, after termination of the Agreement, for whatever reason, Lento will, at the request and expense of the Host, delete or return to the Host personal data relating to the performance of the Agreement, subject to any exit arrangement agreed between the parties, as described in Lento's general terms and conditions. The Host will make its choice known to Lento in writing, at the latest four weeks before the end of the Agreement. If Lento is not informed of this choice or is not informed of it in time, Lento will delete the personal data at the Host's expense.

10.4. Any obligations which by their nature are intended to continue after the termination of this Data Processing Agreement will continue to apply after the termination of this Data Processing Agreement, such as provisions on confidentiality and security.

10.5. The personal data retention period will be set and monitored by the Host.

11. Final provisions

11.1. The whereas clause and annexes form part of this Data Processing Agreement.

11.2. In the event of the nullity or voidability of one or more articles of this Data Processing Agreement, the other articles will remain in full force and effect.

11.3. This Data Processing Agreement is governed by Dutch law.

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

Table A. Description of personal data processing

This Data Processing Agreement is an annex to the following agreements and concerns the following personal data processing operations. This table should be completed by Lento and the Host.

Title of contract / reference	Subject of the service	Processing purpose	Type of Personal Data	Categories of data subjects	Subprocessors of Lento	Security measures taken by Lento
Tenancy or temporary tenancy agreement between Host – Intermediary	Acting as an intermediary in the conclusion of agreements via the Portal, financial and administrative support	Processing of contract information in the Portal	• Personnel data of employees acting on behalf of the Host or the Intermediary. • Digital signatures.	• Contact persons / representatives of the Host • Contact persons / representatives of the Intermediary	• Klippa (for ID/passport recognition): face picture and ID are sent, checked and returned. No data are stored at Klippa. • Auth0 (for authentication): only e-mail traffic for the purpose of e-mail validation/authentication. • CM (for sending text messages to verify telephone numbers) • Microsoft Azure (hosting platform)	Security measures are of a procedural and technical nature and cover the total of office automation, (web) application landscape, back-end systems, network configuration and internet accessibility.
Tenancy or temporary tenancy agreement between Host – Consumer	Acting as an intermediary in the conclusion of agreements via the Portal, financial and administrative support	Processing of contract information in the Portal	• Personnel data of employees acting on behalf of the Host, including digital signatures. • Personal data of consumers, including digital signatures.	• Contact persons / representatives of the Host - Consumer(s)	• Klippa (for ID/passport recognition): face picture and ID are sent, checked and returned. No data are stored at Klippa. • Auth0 (for authentication): only e-mail traffic for the purpose of e-mail validation/authentication. • CM (for sending text messages to verify telephone numbers) • Microsoft Azure (hosting platform)	Security measures are of a procedural and technical nature and cover the total of office automation, (web) application landscape, back-end systems, network configuration and internet accessibility.

Annex 2. House rules

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, furnished and equipped with standard inventory. 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 of 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.