

Let op:

Het volgende document is een voorbeeld van een huurovereenkomst.

Het dient om informatie te verstrekken over de contractuele voorwaarden, ongeacht de huurprijzen, borgsom of andere kosten. Deze zijn individueel voor ieder appartement.

Voor bankgegevens en te betalen bedragen, verwijzen wij u uitsluitend naar uw eigen contract.

Please Note

The following document is a sample rental agreement.

It serves to provide information on contractual conditions, regardless of rents, deposits or other costs.

For bank details, amounts an exact rent period, please refer exclusively to your own contract.

TENANCY AGREEMENT FOR RESIDENTIAL ACCOMMODATION FOR STUDENTS AND DOCTORAL CANDIDATES

In accordance with the model drawn up by the *Raad voor Onroerende Zaken* (Netherlands Real Estate Council or ROZ) on 20 March 2017. Reference to this model and its use are permitted only if the inserted, added or divergent text is easily recognisable as such. Any additions and divergences should preferably be included in the "Special Provisions" article. The Netherlands Real Estate Council rejects any liability for adverse consequences arising from the use of the text of this model.

THE UNDERSIGNED:

XXX, with its registered office in Amsterdam, the Netherlands, and its place of business at Barbara Strozziilaan 101 1st Floor (1.02), 1083 HN Amsterdam, the Netherlands, listed in the Trade Register under number 75179008, hereinafter referred to as 'the landlord',

AND

name: XXX
 residing at: XXX
 XXX XXX
 XXX
 email address: XXX
 apt.- address: XXX XXX
 XXX XXX
 contract ID: XXX

(if applicable, both jointly and each individually), hereinafter referred to as the 'tenant'.

WHEREAS:

- the landlord has developed and built the property for letting residential accommodation to students and doctoral candidates, and, because circulation in the accommodation designated for students and doctoral candidates is necessary to achieve this purpose in the long term, the landlord wishes to limit the duration of the tenancy agreement to the term of the study program or the term of the doctoral program;
- the tenant has demonstrated that s/he is a student within the meaning of Article 7:274d(2) of the Dutch Civil Code (DCC) or a doctoral candidate within the meaning of Article 7:274e(2) DCC and the tenant is aware of the fact that the tenancy agreement expires as soon as the student or doctoral candidate no longer qualifies as such, meaning that this tenancy agreement is temporary;
- upon expiry of this tenancy agreement, the tenant will not be entitled to alternative accommodation of the landlord and/or a removal allowance or any other form of compensation from the landlord;
- the residential accommodation shall be leased out with furniture.

HAVE AGREED AS FOLLOWS:

Rented object, designated use

- 1.1 The landlord will let to the tenant and the tenant will rent from the landlord the self-contained residential accommodation, hereinafter referred to as the 'rented object', situated in Utrecht within the student accommodation "XXX" at:

Object

XXX XXX
 XXX XXX

As immovable appurtenances (*onroerende aanhorigheden*), the rented object includes the common roof garden, outdoor fitness and laundry room. The gym, lounges and study rooms do not belong to the rented object as immovable appurtenances or otherwise, and for their use no fee is included in the rent. The rented object shall be leased out with the furniture. The condition of the rented object as well as the furniture at the date of delivery is described in the delivery report appended and initialed (or confirmed electronically) by the parties.

- 1.2 The rented object is intended for residential purposes by a student within the meaning of Article 7:274d(2) DCC or a doctoral candidate within the meaning of Article 7:274e(2) DCC together with his/her partner, if applicable, and only if such partner is a tenant. Upon termination of the tenancy agreement, the rented object will again be let to a student or doctoral candidate.
- 1.3 Without the landlord's prior written permission, the tenant is not permitted to change the designated use of the rented object as described in article 1.2.
- 1.4 Either at the time of signing the tenancy agreement or delivering of the rented object, the tenant received a copy of the energy performance certificate as referred to in the Dutch Energy Performance (Buildings) Decree (*Besluit energieprestatie gebouwen*) and/or a copy of the Energy Index in respect of the rented object.

General Provisions

- 2.1 Under this tenancy agreement, the parties must comply with the statutory provisions regarding the tenancy agreement for residential accommodation, unless this tenancy agreement departs from those provisions. The GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION, adopted on 20 March 2017 and filed on 12 April 2017 with the registry of the District Court of The Hague, the Netherlands, and listed there under number 2017.21, hereinafter referred to as 'the General Provisions' are an integral part of this residential tenancy agreement. The parties are familiar with the contents of these General Provisions. These General Provisions have been appended to this tenancy agreement and, thus, the tenant has received a copy of it. The General Provisions apply, except where this tenancy agreement explicitly departs from them, or where application is not possible in respect of the rented object.

Duration, renewal and termination

- 3.1 This tenancy agreement has been concluded for an undefined period of time, with a minimum term of twelve (12) months, commencing on XXX, on the understanding that the effective date, in the event of late delivery, will be the date of delivery of the rented object.
- 3.2 The landlord will make the rented object available to the tenant on the effective date specified in the tenancy agreement, provided that the tenant has satisfied all obligations existing at that moment towards the landlord. If the effective date is not a business day, the rented object will be made available on the next business day.
- 3.3 The parties cannot terminate this tenancy agreement early within the twelve-month (12) period referred to in article 3.1.
- 3.4 When the twelve-month (12) period referred to in article 3.1 expires, the tenancy agreement will continue for an unspecified period of time, subject to notice of termination, on the understanding that the total duration of the tenancy agreement will not exceed the term of the study program or the term of the doctoral program, as specified in the recitals. The tenant must forthwith notify the landlord of the fact that s/he is no longer enrolled as a student or a doctoral candidate. The landlord will annually request the tenant in writing for a copy of proof of enrolment as a student and/or doctoral candidate. Unless the tenant takes the initiative to give notice of termination, the landlord will do so on the ground that it urgently needs the rented object for its own use (Article 7:274(1)(c) in conjunction with Article 7:274d or 7:274e DCC) at the moment that the tenant has failed to comply with the annual written request from the landlord to submit, within three months of the request, proof of enrolment with an institute, university of college as referred to in Article 7:274d(2) DCC regarding the current academic year or a certificate of the relevant educational institution showing the participation in a doctoral program as referred to in Article 7.18 of the Dutch Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*).
- 3.5 In deviation of the provisions of article 18.1 of the General Provisions, the notice of termination of the tenancy agreement must be given by standard letter in writing to the landlord or to an attorney-in-fact appointed by the landlord (currently: International Campus GmbH, Blumenstraße 28, 80331 Munich, Germany). Except for the form and the addressee of the notice of termination, it must be given accordance with the provisions of article 18.1 of the General Provisions.
- 3.6 As long as the rented object is not available to the tenant, s/he does not owe any rent or service charges.
- 3.7 If the rented object is delivered later to the tenant than initially contemplated, the landlord does not owe the tenant any kind of compensation and moreover has no obligation to offer the tenant alternative accommodation.
- 3.8 If the tenant submits proof of enrolment as requested after the landlord has given notice, but before the actual date of termination of the tenancy agreement, the tenant will compensate the costs (litigation costs and administrative charges) incurred by the landlord, which will at least amount to 1 month of rent.

Payment obligation, payment period

- 4.1 As from the effective date of this tenancy agreement, the tenant's monthly payment obligation will consist of:
 - **Base rent:** the net rental price for the rented object;
 - **Advance payment for service costs utility:** the fee in connection with the supply of electricity, heating, and water;
 - **Advance payment for media fee:** the fee in connection with internet;
 - **Advance payment for service costs general:** the fee for the other supplies and services provided in connection with the occupation of the rented object including among other things: security, CCTV, elevator emergency phone, caretaker (*huismeester*), digital parcel box, cleaning, garden maintenance, replacing light bulbs, pest control and other small repairs to the common areas (if and to the extent applicable).

- **Fee furniture:** the fee for furniture in the rented object;
- **Community fee:** the contribution for the services and as user and active member of The FIZZ including access to the gym and the lounges and studies.

For the avoidance of doubt, private events such but not limited to workshops and cooking classes are not included in the community fee and shall be charged separately to the tenant. When two persons occupy the rented object, an additional advance payment/fee of (i) 50% of the advance payment for service costs utilities and (ii) 100% of the community fee as specified in this article will be due per month.

- 4.2 For the service costs utility, media fee and service costs general, tenant pays an advance amount and these items are settled annually based on actual costs.
- 4.3 The fee furniture and the community fee are fixed fees to which no system of advance payments with subsequent settlement is applied.
- 4.4 The monthly amounts due referred to in article 4.1, 4.2, 4.3 and 4.5 will be payable in advance, to be paid before or on the first day of the period to which the payment relates by transferring the aggregate to bank account **XXX** at **XXX** in the name of **XXX**. See also article 12.

- 4.5 The following amounts will be due per one-month payment period:

Base rent	EUR	XXX
Advance payment for service costs utilities	EUR	XXX
Advance payment for service costs general	EUR	XXX
Advance payment for media fee	EUR	XXX
Fee furniture	EUR	XXX
Community fee	EUR	XXX
Total	EUR	XXX

Rent adjustment

- 5.1 If the rented object is residential accommodation subject to regulated rent, the rent may be adjusted, upon a proposal by the landlord, for the first time on 1st July, and subsequently annually by a percentage not exceeding the percentage permitted by law as prevailing on the effective date of such adjustment for residential accommodation subject to regulated rent, failing which the rent will be adjusted in accordance with the provisions of article 16 of the general provisions. In addition to the percentage referred to in the foregoing sentence, the rent may be adjusted, upon a proposal by the landlord, by a percentage not exceeding the percentage permitted by law as prevailing on the effective date of such adjustment for the income-related rent increase, if the rented object is self-contained accommodation subject to regulated rent. The parties declare that the provisions of Article 7:252a DCC apply *mutatis mutandis*, to the extent required and the tenant consents to a certificate as referred to in Article 7:252a(3) DCC being applied for.

Costs of utilities based on an individual meter

- 6.1 The landlord will arrange the supply of electricity, heating, and water for consumption in the rented object's living area on the basis of an individual meter situated in that area.

Service charges

- 7.1 The landlord will arrange the provision of the supplies and services for the tenant as listed in Article 4.1

Taxes and other levies

- 8.1 Unless prohibited by law or the regulations ensuing from it, the tenant will be responsible for the following, even if an assessment in that respect is imposed on the landlord:
- a. the property tax and the water authority or polder charges;
 - b. the environmental levies, including surface water pollution levy and waste water purification levy;
 - c. the betterment levy or related taxes or levies, in whole or for a proportional part thereof, if and to the extent that the tenant benefits from that based on which the assessment or levy is imposed;
 - d. the other existing or future taxes, environmental protection contributions, charges, levies and user fees.
- Such taxes and other levies will be passed on only to the extent they relate to the actual use of the rented object and the actual joint use of service areas, general and common areas.
- 8.2 If the levies, taxes, user fees or other charges payable by the tenant are collected from the landlord, the tenant is to reimburse the landlord on the latter's demand.

Manager

- 9.1 Until the landlord gives notice to the contrary, IC NL 2 B.V. will act as the manager.
- 9.2 Unless otherwise agreed in writing, the tenant must contact the manager about the contents of, and any other matter relating to, this tenancy agreement.

Security deposit

- 10.1 Before the effective date of the tenancy agreement, the tenant shall pay to the landlord a security deposit of EUR XXX. The security deposit shall be transferred to the account number specified at such time by the landlord.
- 10.2 No interest will be owed on any security deposit paid.
- 10.3 For the duration of the tenancy agreement, the tenant is not entitled to setting off any amount against the security deposit.
- 10.4 The security deposit shall be repaid to the tenant (to the extent that it has not been claimed by the landlord) as soon as possible, but ultimately within six (6) months of the termination of the lease and the vacating of the rented object. For the repayment of the security deposit, the tenant is obligated to notify the landlord of a valid SEPA-account at handover. In case the tenant fails to notify a valid SEPA-account to the landlord, the tenant has to bear the respective required costs for the repayment of the security deposit; the landlord has the right to deduct these costs from the amount of the security deposit.

Penalty clause

- 11.1 The tenant and the landlord agree that if the tenant fails to fulfil his/her obligation(s) arising from the following provision(s), s/he will owe the landlord an immediately payable penalty as specified below:
 - a. a penalty of € **20** for each calendar day that the violation continues, in the event of violation of article 1 (use), 9 (garden), 13.1, 13.2 (notification of damage), 14.1 (general areas), 14.3 sub a (pets), 14.4 (nuisance), 21.1 or 21.2 (security deposit) of the General Provisions, with a maximum of € **3,500** without prejudice to the tenant being obliged to meet this obligation after all, and the landlord's right to claim (additional) damages;
 - b. a penalty of € **30** for each calendar day that the violation continues, in the event of violation of article 14.1, 4.2 (changes and additions), 8 (aerial units), 10 (shading devices), 14.2 or 14.3(b) (advertising, venting ducts and flues) of the General Provisions, with a maximum of € **7,500**, without prejudice to the tenant being obliged to meet this obligation after all, and the landlord's right to claim (additional) damages;
 - c. a penalty of € **45** for each calendar day that the violation continues, in the event of violation of article 1.3 (changes in designated use) of this tenancy agreement or of article 12 (access), 15.2 (hazardous items), 19 (correct and timely re-delivery) of the General Provisions, with a maximum of € **10,000**, without prejudice to the tenant being obliged to meet this obligation after all, and the landlord's right to claim (additional) damages;
 - d. a penalty of € **2,000** for each violation, plus an additional penalty of € **100** for each calendar day that the violation continues, in the event of violation of article 2 ((temporary) subtenancy) of the General Provisions, with a maximum of € **12,000** without prejudice (i) to the tenant being obliged to meet this obligation after all, and (ii) the landlord's right to claim (additional) damages, and (iii) the obligation to hand over the profit (by estimation) that the tenant has enjoyed by acting contrary to this prohibition;
 - e. a penalty of € **5,000** for each violation, plus an additional penalty of € **100** for each calendar day that the violation continues, in the event of violation of article 14.3(c) (cannabis and the like) of the General Provisions, with a maximum of € **20,000**, without prejudice (i) to the tenant being obliged to meet this obligation after all, and (ii) the landlord's right to claim (additional) damages, and (iii) the obligation to hand over the profit (by estimation) that the tenant has enjoyed by acting contrary to this prohibition;
- 11.2 For each violation of an obligation arising from this tenancy agreement and the associated General Provisions, insofar as not listed above in article 11.1, the tenant shall owe the landlord an immediately payable penalty of € **10** per calendar day, with a maximum of € **2,000**, without prejudice to the tenant being obliged to meet this obligation after all, and the landlord's right to claim (additional) damages.

Special provisions

Direct debit collection

- 12.1 The tenant hereby gives the landlord permission to directly debit the total amount due per period referred to in article 4.5 on the relevant due date and, if any amount remains due, again on the 15th of the month from the tenant's bank account number. At the time this tenancy agreement was signed, the tenant issued a direct debit mandate to that end and the landlord accepted the same Annex. If a direct debit mandate cannot be issued without undue delay prior to the effective date of the tenancy agreement, the initial payment for the first month in the amount of EUR XXX is to be paid by the tenant at least 14 days prior to the effective date of the tenancy agreement.
- 12.2 If the amount due cannot be debited from the bank account, for any reason whatsoever, the tenant must immediately pay the total amount due to the landlord by transferring or depositing the rent due to the above account number, stating the address of the rented object.

Maximum of two persons subject to a penalty

- 13.1 The building has been designed, built and set up to be occupied by students and doctoral candidates and the living areas are suitable for a maximum of two persons. In order to prevent overpopulation and nuisance to other tenants, the tenant is only allowed to live in the rented object alone or together with his/her partner (without children), and only if such partner is a tenant. In the event of a violation of the provisions of the foregoing sentence, the tenant will owe the landlord an immediately payable penalty of € 25 for each calendar day that the violation continues, with a maximum of € 7,500 without prejudice to the tenant being obliged to meet this obligation after all, and the landlord's right to terminate the tenancy agreement due to breach of contract on the tenant's part and to claim (additional) damages.
- 13.2 When entering into the tenancy agreement, the tenant must provide the landlord with the following information: whether the tenant is married or has entered into a registered civil partnership. The tenant will provide the landlord with the personal data of his/her partner. If the tenant gets married or enters into a registered civil partnership after concluding the tenancy agreement, s/he will forthwith notify the landlord thereof in writing, stating the personal data of the partner.

Access to the rented object

- 14.1 In addition to the provisions of article 12.1 of the General Provisions, the parties agree that the landlord, as well as any person designated by the landlord to that end, after showing proof of their identity, may access the rented object to check whether article 1.2 of the tenancy agreement is complied with (inter alia in the context of the obligation to investigate properties under the Dutch Opium Act (*Opiumwet*), to perform checks and inspections, to carry out work and the like.
- 14.2 If the tenant denies access, s/he will owe the landlord, for every time that access is denied, an immediately payable penalty of € 100, without prejudice to the landlord's right to claim performance or termination due to breach of contract and to claim damages.

Act or omission on the tenant's part contrary to legislation

Any act or omission on the tenant's part contrary to prevailing legislation constitutes an attributable failure on his/her part towards the landlord.

Principal residence and registration in municipal Persons Database and use of email address

- 16.1 The tenant must use the rented object continuously as his/her own principal residence, which means that the tenant lives, eats and sleeps in the rented object at least 75% of the year, that s/he promotes his/her interests and manages his/her belongings from the rented object. It is prohibited to use the rented object as a pied-à-terre and/or to sublet or allow third parties to use the rented object.
- 16.2 Whenever the tenant ceases to have his/her principal residence in the rented object, whether temporarily or permanently, s/he must notify the landlord thereof in advance in writing, except where the tenant is temporarily elsewhere for the purpose of a holiday (of a normal length).
- 16.3 If there are doubts, according to the landlord, about compliance with the obligations and/or prohibitions set out in articles 16.1 and 16.2, the landlord shall provide facts and circumstances that corroborate these doubts, but the burden of proof does not rest with the landlord that the tenant has not met these obligations and/or has violated this prohibition. If the tenant argues that s/he has met this obligation and/or has not violated this prohibition, the tenant will answer questions about his/her occupancy at the landlord's first request, and the burden of proof rests with the tenant at law and otherwise to prove that s/he definitely has his/her principal residence in the rented object and that s/he has not sublet the rented object, or allowed any third party to use the rented object.
- 16.4 The tenant must have his/her data entered in the municipal Persons Database at the address of the rented object and the tenant irrevocably opts for address for service at the rented object's address. The tenant will ensure that his/her partner who lives with him/her also has his/her data entered in the municipal Persons Database at the rented object's address. At the landlord's first request, the tenant must provide the landlord with a written statement from the aforementioned Database, naming the persons registered at his/her address.
- 16.5 By signing the tenancy agreement, the tenant gives the landlord (and any manager appointed by the landlord) permission to enter his/her personal data and that of his/her partner (including a copy of passport with photograph) in a database and to process this data.
- 16.6 The tenant will be informed, via the email address stated when signing this tenancy agreement, on any matters relating to the rented object, such as, but not limited to maintenance, rent increases, and payment reminders. The tenant must check, open and read his/her email messages on a regular basis, and take action where appropriate. In the event of a change of his/her email address, the tenant will forthwith notify the landlord and the manager of such change (currently at: contact@the-fizz.com) and provide them with the new email address.
- 16.7 The penalty clause set out in article 11.1(d) applies if the tenant does not abide by the above rules.

Common areas

- 17.1 Any common areas that are part of the accommodation are intended for sharing by the tenants. The tenant is obliged to use the common areas and facilities in accordance with their designated use. It is prohibited to change the designated use of the common facilities and rooms or public areas managed by the landlord in the environment of the rented object.
- 17.2 In the event that the landlord finds items in the common areas, the person entitled to such items is deemed to have unconditionally relinquished such items. Without any further announcement, the landlord will be entitled to remove those items and recover any cost incurred in that respect from the tenant.
The landlord is not obliged to store the items removed, but may, if they are put in storage, recover the cost thereof from the tenant. The landlord is not liable for any damage/loss sustained by the tenant as a result. The tenant hereby indemnifies the landlord from third-party claims.
- 17.3 The tenant does not object to the landlord making video and audio registrations in the common areas if this is necessary for the landlord's proper operations, or for other compelling reasons on the landlord's part.

Vacation

- 18.1 Upon termination of the tenancy agreement, the tenant will inform the landlord of his/her new address, deregister from the municipal Persons Database and terminate any parking permit linked to the old address. The penalty clause set out in article 11.1(c) applies if the tenant fails to meet the above obligations.
- 18.2 In order to determine any work to be done and/or the status of the rental object and/or furniture, the landlord will inspect the rental object and the furniture at least 15 days prior to the end of the tenancy agreement.

Assignment of rights and obligations

- 19.1 The tenant hereby agrees in advance to the landlord assigning its rights and obligations arising from this tenancy agreement to another party.

Insurance

- 20.1 The tenant will be required to take out - and maintain - adequate liability insurance (*aansprakelijkheidsverzekering*).

House rules

- 20.1 The tenant hereby agreed to comply with the landlord's house rules attached to this tenancy agreement.

Applicable law and choice of forum

- 22.1 This lease and all rights and obligations deriving thereof shall be governed by Dutch Law.
- 22.2 All disputes between the parties deriving from this lease and the execution thereof, or of the agreements, or of the execution thereof, which should derive from this lease that may arise between parties will be submitted exclusively to the competent court in the city of Utrecht, the Netherlands

Invalidity

- 23.1 If any provision in this tenancy agreement shall result in a breach of the ground lease provisions, the parties shall use reasonable efforts to agree a substitute provision that is legal, valid and enforceable to achieve to the greatest extent possible the essential purpose of the respective provision.

Renovation works

- 24.1 Parties agree that sub a to c in clause 5.2 of the General Provisions are not applicable.

Place and date

Place and date

Tenant

Landlord

Annexes: *)

- [] delivery report (to be added at the time of delivery)
- [] copy of the Energy Performance Certificate/Energy Index (may be added at the time of delivery)
- [X] General Provisions
- [X] direct debit mandate
- [X] SEPA standing order
- [X] House Rules

SAMPLE

SEPA-Direct Debit Mandate for recurrent Payments / SEPA-Core Direct Debit

Creditor's name & address	
THE Cube Utrecht B.V Barbara Strozziilaan 101, 1st Floor 1083 HN Amsterdam Netherlands	

Location THE FIZZ Utrecht, XXX XXX XXX XXX	Apartment number XXX
CI / Creditor Identifier XXX	Mandate Reference XXX
Tenant as per tenancy agreement XXX	Date of the first direct debit XXX
Amount as stated on the Tenancy Agreement(s) and in the fee list. This SEPA-form is valid for all the existing Tenancy Agreements.	

By signing this mandate form, you authorize **The Cube Utrecht B.V.** to send instructions to your bank to debit your account in accordance with the instruction from International Campus GmbH. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.

Creditor's name THE Cube Utrecht B.V Barbara Strozziilaan 101, 1st Floor 1083 HN Amsterdam Netherlands
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Name of debtor XXX
Street name and number, postal code and city XXX

Bank name XXX	
BIC / Swift BIC XXX	IBAN-Account number XXX
Location, date	Signature payer X

GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION

In accordance with the model drawn up by the Netherlands Real Estate Council (ROZ) on 20 March 2017. These terms and conditions were filed with the Clerk of the District Court at The Hague on 12 April 2017 and are registered there under number 2017.21. The Netherlands Real Estate Council rejects any liability for adverse consequences arising from the use of the text of this model.

Use

- 1.1 Throughout the term of the tenancy agreement, the tenant will actually, fully, continuously, properly and privately use the rented object 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/her as a result of acts in violation of this prohibition, without prejudice to the landlord's right to claim (additional) damages.
- 1.2 The tenant will observe any existing restrictive rights, obligations attaching to a specific capacity, 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 consumption of energy, water, and such like. 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 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 landlord 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 proper performance of the building or building complex of which the rented object forms part.
- 1.5 The landlord 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/her 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/her 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.

Subtenancy

- 2.1 Without the prior written consent of the landlord, the tenant will not be authorised to let, sublet, or grant the use of all or part of the rented object to third parties, including the letting of rooms, the providing of board and lodging, the permanent or temporary granting use (for example through AirBnB or a similar organisation), or the relinquishment of tenancy. Any consent given by or on behalf of the landlord will be once only and will not apply to any other or subsequent situations.
- 2.2 If the landlord 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 landlord as referred to in article 2.1, the tenant will be required to cooperate in an investigation to that effect by the landlord. 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 was, 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 landlord 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 landlord within a reasonable term. If the landlord fails to do so, the landlord will not be in default until after having been given notice of default by the tenant.

Tenant changes and additions

- 4.1 Without the prior written consent of the landlord, 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 landlord, 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 landlord to leave such changes or additions behind.
- 4.4 Unless agreed otherwise in writing between the parties, the landlord 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 landlord otherwise oppose the making of such changes or additions.
- 4.5 Serious objections on the part of the landlord 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 landlord'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 landlord will be authorised to attach requirements for the tenant to its consent, or in relation thereto impose an obligation on him/her, in particular in respect of the materials to be used by him/her 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 landlord 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 landlord will communicate whether or not the changes are to be undone upon termination of the tenancy agreement. In the event that the landlord requires any changes or additions to be undone, the landlord 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 landlord 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 his/her turn, will arrange for the relevant changes or additions to be undone upon termination of the tenancy agreement entered into with him/her, 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/her. 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 landlord. The tenant will indemnify the landlord 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 such like, must be undone by the tenant upon termination of the tenancy agreement, unless the successive tenant has communicated in writing to the landlord that s/he will take over the structure applied to the walls from the tenant and that s/he (the successive tenant) will, in his/her turn, arrange removal thereof upon termination of his/her tenancy agreement.
- 4.11 Any consent given by the landlord will be once only and will not apply to any other or subsequent situations.
- 4.12 The landlord 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 landlord's conditions must be undone on the landlord'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 landlord had granted its consent to the application of the relevant items.

Landlord changes or facilities

- 5.1 If and to the extent that any mandatory instructions are given by the government to the landlord 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 s/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 landlord 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 landlord 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 landlord is required, pursuant to article 5.1 or article 5.2, to make certain changes or renovations in or to the rented object, the landlord will also be entitled to submit to the tenant a proposal for a rent revision pursuant to Article 7:252 and/or Article 7:255 of the Dutch Civil Code (DCC).
- 5.4 The landlord 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 and his/her household members, and visitors will carefully comply with all instructions given, or to be given, by or on behalf of the landlord, the lift installer or the government.
- 6.2 The landlord 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/her.
- 7.3 The tenant will be required, in the event of frost, to take all such measures as may be available to him/her 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 programs, 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 connection points 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/her 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/her own expense, with the knowledge of the landlord. Any damages caused by trees, shrubbery or other plants will be at the expense of the tenant.
- 9.2 Without the consent of the landlord, 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 landlord 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 (Article 7:217 in conjunction with 7:240 DCC) 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 landlord 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 landlord 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 landlord if such maintenance is included in the supplies and services to be arranged by or on behalf of the landlord 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 landlord 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 damages, reduction of the payment obligation or dissolution of the tenancy agreement. The landlord 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 landlord 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 landlord and any and all persons to be designated by it 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 landlord 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 landlord, 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 it 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 landlord 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 landlord 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 s/he can reasonably be expected to perform such acts.
- 13.4 The landlord will not be liable for any damage or lost enjoyment under the tenancy agreement suffered by the tenant and/or his/her household members or for any damage to property of the tenant and/or his/her household members as a result of visible or invisible defects in the rented object, unless such damage or lost enjoyment is attributable to the landlord 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 landlord at such time.
- 13.5 The landlord will not be liable for any damage caused to the person and/or to any property of the tenant or his/her 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/her 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 landlord. 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 landlord, the tenant may not:
- apply, or cause the application of, any advertising, in any form whatsoever, for himself or for third parties, to the rented object;
 - connect, or cause the installation of, a mechanical exhaust hood or other equipment to a ventilation duct;
 - 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:
- keep any pets or other animals in or near the rented object that cause nuisance;
 - discharge combustion gases other than through the available flues or use venting ducts for such purpose;
 - 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 landlord any (estimated) profit generated by him/her as a result of acts in violation of this prohibition, without prejudice to the landlord's right to claim (additional) damages.
- 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/her 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:
- have any environmentally hazardous items in, on, to, or in the direct vicinity of, the rented object, including malodorous, fire hazardous or explosive items;
 - 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/her 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 landlord will be responsible for the supply of gas, water and electricity.
- 17.3 If the parties have agreed that the landlord 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 landlord 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 article 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 such act. In such event, the tenant undertakes, on demand, to sign a supply agreement with the landlord as referred to in that act. If the living area of the rented object does not contain an individual meter, the landlord 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, video, 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/her 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 landlord will be responsible for the provision of internet, video, audio and other signals. In the latter situation, the landlord will determine the fee due by the tenant in consideration thereof.
- 17.6 If the parties have agreed that the landlord will (also) be responsible for the provision of (other) supplies and services relating to the occupation of the rented object, the landlord 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 landlord will determine the share in the costs of such provision of supplies and services reasonably payable by the tenant. In that respect, the landlord 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 landlord 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 landlord will provide the tenant with annual summaries based on which the tenant can independently determine his/her 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 six 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 landlord 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 landlord 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 landlord 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 landlord 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 Article 7:261(1) DCC.
- 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 landlord 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 gas, electricity, heat and/or (hot) water purchased consulted by the landlord. 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 landlord may in such event have vis-à-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 notice 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 landlord not less than three months and subject to Article 7:271(5) DCC.
- 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 landlord 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 landlord in the condition as described in the delivery report upon commencement of the tenancy agreement, taking into account any subsequent work performed by the landlord 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 to re-deliver the rented object to the landlord vacant and cleared, free of use and use rights, properly cleaned and subject to surrender of all the keys, key cards, etc.
- 19.4 The tenant will be under the obligation, at his/her own expense, to remove any and all items affixed by him/her in, on or to the rented object, or taken over by him/her from the previous tenant or user, unless at any time the landlord 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 color 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 landlord for any non-removed items affixed without the consent of the landlord, unless agreed otherwise in writing.
- 19.5 The tenant will forfeit possession of any items that s/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 landlord, at the landlord's discretion and without any liability arising on its part, at the expense of the tenant, without any retention obligation being imposed on the landlord. The landlord 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 landlord's sole discretion. Furthermore, the landlord may opt to have the relevant items discharged for immediate destruction or for temporary storage. If the landlord has had the relevant items transported and stored, the tenant may obtain possession of such items from the landlord only in the period that they are stored against payment in a lump sum of all claims that the landlord may have against the tenant. The landlord 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 landlord 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 landlord 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 properly 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/her obligations ensuing from the report, the tenant [sic.] 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 landlord to the tenant being required, and without prejudice to the landlord'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 landlord 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 landlord'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 landlord, save as provided in Article 7:206(3) DCC - by way of deposit or transfer to an account to be designated by the landlord.
- 20.2 The landlord will be free to change the place or method of payment by giving written notice to the tenant. The landlord will be entitled to determine which outstanding claim under the tenancy agreement a payment received by it from the tenant will go to reduce, unless expressly indicated otherwise by the tenant when making the payment. In the latter event, the provisions of Article 6:50 DCC will not apply.

Security deposit

- 21.1 By way of security deposit for proper performance of his/her 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 landlord upon signing of the tenancy agreement.
- 21.2 If the security deposit has been drawn on, the tenant will be required, on the landlord'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 landlord, the landlord will be under the obligation, upon termination of the tenancy agreement, to repay the security deposit into an account number to be designated 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 landlord for all the obligations ensuing from the tenancy agreement. Postponement of payment or remission, or an offer to that effect, by the landlord 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-à-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/her status as a tenant by permanently leaving the rented object. Even in such event, s/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 or tenants.
- 22.4 When entering into the tenancy agreement, the tenant is to inform the landlord as to whether or not s/he is married or has entered into a registered partnership. The tenant will state the personal details of his/her partner to the landlord. If, after entering into the tenancy agreement, the tenant marries or enters into a registered partnership, s/he will promptly notify the landlord, stating the personal details of the partner.
- 22.5 When entering into the tenancy agreement, the tenant is to inform the landlord as to whether a guardianship or administration order has been imposed on him/her. The tenant will state the personal details of the guardian or the administrator to the landlord. If, after entering into the tenancy agreement, a guardianship or administration order is imposed on the tenant, s/he will promptly notify the landlord, stating the personal details of the guardian or the administrator.

Delayed availability

- 23.1 The landlord 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 landlord 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/her, and his/her other obligations and the agreed instalments will be postponed accordingly.
- 23.3 The landlord 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 landlord. Attributable failure will be understood to include the situation where the landlord 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 landlord 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 landlord 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 landlord 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 landlord or the tenant has a demand letter, a notice of default or a writ issued against the tenant or the landlord, as the case may be, or in the event of legal proceedings against the tenant or the landlord to enforce performance by such party of the tenancy agreement or to force the tenant to vacate the rented object, the tenant or the landlord, as the case may be, will be under the obligation to reimburse the landlord 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 landlord, 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 landlord 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 landlord 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 landlord and/or the manager to grant access to their relevant personal data and/or request them to correct, supplement, remove or shield same. The tenant will inform his/her 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 landlord 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 landlord, stating his/her new address for service.
- 27.3 If the tenant vacates the rented object without notifying the landlord 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 landlord on its own initiative, the tenant may rely on any consent, approval, statement or communication on the part of the landlord only if the tenant has sent a request to that effect to the landlord and the landlord has shown its positive reaction thereto in writing. Conditions may be attached to the landlord'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.

House Rules

Living together in THE FIZZ requires special mutual consideration on the part of residents. Annoying and disturbing co-residents must be avoided. The Tenant (as defined in the tenancy agreement) agrees to maintain peace and quiet in the building and to take mutual consideration of other residents. Mutual consideration, the willingness to jointly control conflicts and tolerance are all indispensable prerequisites for living together in THE FIZZ.

1. Living in THE FIZZ.

- 1.1 Persons may only live in the building after a valid Tenant agreement has been concluded. The same applies to the use of all communal areas and the use of the underground parking space. Friends and acquaintances are welcome to stop by for visits. The Tenant must notify the house manager in advance if a friend or acquaintance will be spending the night.
- 1.2 The Landlord or his designated agent may enter the Landlord premises following prior arrangement or posted notice. In the event of imminent danger, access is permitted at any time and must be allowed.

2. Use of the Landlord living area.

The Landlord premises entrusted to the Tenant for use must be treated with care and protected from damage. Among others, the following rules are in effect in this respect:

- 2.1 Furnishings may not be removed or installed in the Landlord premises without the consent of the Landlord. In the event that the owner gave permission to install the Tenant's own furniture or other fixtures, all such items must be removed from the building no later than the expiration of the Tenant term. In the event that the Tenant fails to fulfill this responsibility, the owner will remove such items at the expense of the Tenant.
- 2.2 The Tenant must immediately notify the house manager of necessary repairs and defects.
- 2.3 Technical equipment in the Landlord premises must be used in accordance with the operating instructions which are handed out during move-in.
- 2.4 Damage to furnishings in rooms must be immediately reported to the house manager.
- 2.5 The installation of lock cylinders not issued by the building is prohibited.
- 2.6 Tenants are prohibited from placing signs, photos and stickers, banners, labels, etc. on the walls/ceilings of the entire premises, except for the walls of the apartment
- 2.7 Floors, windows, doors and co-Landlord furnishings may only be cleaned with commercial cleaners suitable for this purpose. Natural wood must be regularly treated with the appropriate polishes. Cleaning and care instructions must be observed.
- 2.8 No objects/food remnants which could cause blockages may be thrown into the toilet or other drains. Discharge siphons are to be maintained in usable condition at the Tenant's expense.
- 2.9 The use of caustic pipe cleaners is prohibited due to resulting acute danger to drainage pipes.
- 2.10 During storms or when absent, doors and windows must be kept properly locked.
- 2.11 The Tenant must immediately file a report with the house manager if vermin or pests are detected in the Landlord premises. A delay or failure to file the report shall result in the loss of the Tenant's potential claims against the Landlord.
- 2.12 Installing and operating additional household appliances such as cooking plates, washing machines, dishwashing machines, electric clothes dryers, refrigerators and electric heaters of any type is prohibited.
- 2.13 Clothing, suits and similar items may not be hung in front of or out of windows. Liquids, refuse and the like may not be emptied and/or thrown from windows or the balcony into the courtyard, the yard, onto the roof or into the gutters.
- 2.14 The balcony may solely be used in the normal manner. The storage of refuse, junk etc. and usage as a storage area is not permitted.
- 2.15 Barbecuing is not allowed on the balcony.
- 2.16 Carpets, bedcovers, coverings, upholstered furniture and similar items may not be cleaned in the stairwell, in windows or on the balcony.
- 2.17 Structural modifications to the room, the building or the furnishings are not permitted, even if minor in nature.
- 2.18 The Tenant shall bear the cost of replacing light bulbs and fluorescent tubes. When moving out, all light bulbs and fluorescent tubes must be returned in the same wattage and be in usable condition.
- 2.19 Care should be taken to be economical when consuming water, electricity, hot water and space heating. For extended absences, the Tenant must turn down the heat and keep windows closed.
- 2.20 The Tenant must ensure adequate ventilation. During hot weather, this can be suitably accomplished by a full airing several times a day to replace the air. Continuously tilting the window sash causes significant energy loss, which should be avoided.

3. Use of communal facilities in THE FIZZ

Communally accessible building facilities must be treated with care when used, and damage should be avoided. The Tenant is therefore obligated to observe the following:

- 3.1 The Tenant must take care to avoid unnecessary consumption of water and electricity in communally used areas of the building. The Tenant must also prevent unauthorized use of building facilities.
- 3.2 Communal spaces must be cleaned immediately following their use. This also applies to technical equipment which has been provided in the communally used facilities.

Refrigerators must be periodically cleaned, and defrosted. Stoves (including ovens), washing machines and dryers in the central washing machine room must be cleaned immediately after use (wipe up spilled detergent!).

- 3.3 Sweepings and trash may only be emptied into the trash cans or trash chute provided for this purpose. Official regulations regarding trash separation (organic waste, residual waste, waste paper bins, etc.) must be observed in this context. Bulky or highly flammable waste must be disposed of by other means.
- 3.4 The Tenant is liable for all damages caused by himself or herself in all publicly accessible areas of the building.
- 3.5 The house manager will place the respective room numbers on the mailboxes in the building. For reasons of data privacy and to maintain the uniform appearance of THE FIZZ, name plates are not permitted to be attached.
- 3.6 Installation of outdoor antennas and satellite systems is not allowed.
- 3.7 Structural and technical modifications, as well as work which impacts safety and utility services (e.g. locking systems, gas, water and sanitary areas, electrical network) are not permitted. All electrical devices used by the Tenant must bear the EU's CE conformity marking.
- 3.8 Communal spaces and study rooms may only be used for parties and celebrations after prior consultation with the house managers. Floor hallways and escape routes may not be used for parties or celebrations.

4. Consideration & Nighttime Quiet

- 4.1 Residents in our THE FIZZ student residence should have the opportunity to study undisturbed and do their academic work. Living together in THE FIZZ necessitates special consideration to be practiced. Disturbing other residents is prohibited. Noise such as loud music, slamming doors, etc. should be avoided. Televisions and radios should be used at low volume. Shoes which produce loud footfall, e.g. clogs, must be used with great care.
- 4.2 Silence must be observed in the living area from 10pm to 7am.
- 4.3 Nighttime quiet is in effect from 10pm to 7 am in communal areas. Designated common areas may still be used between 10pm and 12 midnight at low noise levels as long as no other residents are disturbed. The house manager will inform the Tenant of which common areas fall under this exemption.

5. Fire prevention

- 5.1 Fire safety in the building is an important requirement. After moving in, the Tenant is obligated to acquaint himself or herself with fire safety precautions, emergency exits and alarm options and to act in a manner that prevents fires.
- 5.2 Fire safety equipment must not be damaged or limited in its function.
- 5.3 Misuse of fire extinguishers is prohibited.
- 5.4 Bicycles, strollers, scooters, beer crates and other objects may not be placed in the hallways, stairwells or in the forecourts of the apartment.

6. Vehicles / cars / motorcycles / parking spaces

- 6.1 Bicycles may not be parked inside living areas, corridors or stairwells. Bicycles must be parked in the dedicated area/parking space.
- 6.2 Motorcycles, scooters, mopeds and cars must be parked in rented parking spaces or in a garage.
- 6.3 For reasons of traffic and fire safety, access to parking areas and accesses used by fire department vehicles must be kept clear.
- 6.4 The Landlord is responsible for keeping parking spaces, access to buildings and sidewalks free of snow and ice.
- 6.5 The Landlord does not assume any warranty for the safety of vehicles.

7. Safety

- 7.1 For reasons of safety, the door to the building and the door to the floor/door to the apartment and all means of access to the entire property must be kept locked at all times.
- 7.2 Door access cards must be kept in a safe location. In the event of loss, the house manager must be notified immediately.

8. Ban of Smoking

- 8.1 On the entire premises, i.e. in the apartment and the common areas, smoking is strictly prohibited. Smoking is only allowed in dedicated outside smoking areas.

9. Obligations of the Tenant regarding the use of the Internet

- 9.1 During the internet use, the tenant is responsible for the transmitted data, the used services and any legal transactions made while using the internet.
- 9.2 The tenant is obliged to comply with the applicable law when using internet access, to refrain from violating the rights of third parties and the principles of the protection of minors.

In particular, the tenant is **prohibited from taking the following actions:**

- the retrieval or distribution of unmoral or unlawful content,
- the unlawful reproduction, distribution or making available to the public copyright, trademark, personal or otherwise legally protected content, goods and products; this applies in particular to participation in file-sharing services or other means of exchanging data,
- the posting, distribution, offer and promotion of pornographic content, services and/or products that violates laws on the protection of minors, data protection law and/or other law and/or fraudulent content, services and/or products,
- the publication or making available of content which offends or defys other participants or third parties, and/or

- the sending of mass messages (spam) and/or inadmissible advertising.

9.3 When hosting own content on the internet and when communicating with other users, the following acts are also **prohibited**:

- the transmission of above-average amounts of data,
- any activity affecting the smooth operation of internet access and to make disproportionate use of the systems,
- the connection or use of routers other than those provided (the instructions provided for connecting the routers must be observed),
- the spread of viruses, Trojans and other harmful files, and/or
- the dissemination of obscene or defamatory content and content likely to promote or support racism, fanaticism, hatred, physical violence or illegal acts.

9.4 The tenant indemnifies the landlord from all damages and claims of third parties, which are based on an illegal internet use by the tenant and / or on a violation of the terms of use contained in § 9 no. 2 and no. 3; also from all costs incurred by the landlord due to the claim of an (alleged) infringement of the law and related costs to defend such claim, such as legal and court costs and expenses. The tenant is obliged to inform the landlord immediately as soon as s/he has indications that his/her internet use has led to or threatens to lead to a violation of the law or that there is or threatens to be a violation of the terms of use.

SAMPLE