

## CAMPUS TENANCY AGREEMENT FOR SELF-CONTAINED HOUSING

The undersigned:

The Wolf b.v., trading as Wolf Huisvestingsgroep, with its registered office in Amsterdam and its principal place of business at Frederik Hendrikstraat 23HS, Amsterdam, listed in the Commercial Register of the Chamber of Commerce for Amsterdam under file number 34318030, duly represented by .....

hereinafter referred to as: 'the landlord',

and

.....

date of birth:

living at ..... (street/no.) in ..... (town/city)

Email address: .....

Telephone no. ....

hereinafter referred to as: 'the tenant',

### PREAMBLE:

1. The landlord has available residential accommodation designated for students under this agreement, as referred to in Section 7:274(d)(2) of the Dutch Civil Code;
2. A student is understood to mean a student registered with a university or a university of applied sciences within the meaning of Section 1.2(a) and (b) of the Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*) or a participant registered with an institution within the meaning of Section 1.1.1(b) of the Adult and Vocational Education Act (*Wet educatie en beroepsonderwijs*), including a training course at a regional training centre (ROC) or senior secondary vocational education (MBO);
3. On commencement of the tenancy agreement the tenant is a student;
4. Should the landlord so demand in writing, which it is entitled to do every year, the tenant will provide the landlord within three months with a copy of the proof of his registration for the current academic year with a university, a university of applied sciences or an institution as referred to under 2;
5. The tenant is aware that the rented accommodation is designated as student housing and that the rented accommodation has been made available to him in view of his status as a student, and that the landlord will be entitled to terminate the tenancy agreement at any rate on the grounds of Section 7:274(1) (c) in conjunction with Section 7:274(d) of the Dutch Civil Code if the tenant fails to comply with the aforementioned written request;
6. On termination of this tenancy agreement the tenant will not be entitled to alternative residential accommodation and/or a contribution towards removal and furnishing expenses.

### DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

#### Article 1 The rented accommodation

1.1 The landlord lets to the tenant, who accepts the tenancy of the dwelling located at Lange Marktstraat ....., 8911 AD in Leeuwarden including immovable appurtenances and including the shared use of any green strips and gardens surrounding the complex that can be considered to be immovable appurtenances, and the shared use of any common areas, hereinafter referred to as: 'the rented accommodation'. A description of the rented accommodation is appended.

## **Article 2 Designation of the rented accommodation**

2.1 The rented accommodation is designated for students.

2.2 The rented accommodation is furthermore exclusively intended to be used as living space for the tenant and any members of his household.

2.3 After termination of this tenancy agreement the landlord will relet the residential accommodation to a student or to a doctoral candidate as referred to in Section 7:274(e)(2) of the Dutch Civil Code, or to a young person as referred to in Section 7:274(c)(2) of the Dutch Civil Code.

## **Article 3 The tenancy period**

3.1 The tenancy agreement has been concluded with effect from ..... for an indefinite period of time, with the proviso that the landlord can terminate the tenancy agreement on the grounds of the campus clause.

## **The rent and deposit payable by the tenant**

### *Article 4*

4.1 From the commencement date of the tenancy the tenant will be obliged to pay a monthly amount, consisting of the rent and the advance payment for the costs of mains services, with an individual meter, the costs of heat supply and the service charges.

Costs of mains services with an individual meter comprise: payment for the supply of electricity and gas for consumption in the living area of the rented accommodation, based on an individual meter located in this living area.

Service charges are taken to mean: payment for other items and services delivered in connection with the occupation of the dwelling.

4.2.1 The rent to be paid by the tenant amounts to: €507.34. The rent will be adjusted annually in accordance with the manner stipulated in or pursuant to the law.

4.2.2 During the period that the tenant has not yet reached the age of 23 years, the landlord will grant the tenant a temporary discount on the rent up to the maximum on the basis of which the tenant may be entitled to a housing allowance. On commencement of the tenancy agreement, the discount is €103.34 a month.

4.2.3 The tenant will be obliged to pay the full contractual rent with effect from the month following the month in which the tenant has reached the age of 23 years, at which time the temporary discount referred to in Article 4.2.2 will cease to apply by operation of law.

4.3 The monthly advance sum payable for the costs of mains services with an individual meter, heat supply and service charges amounts to €202.79.

This amount consists of the following items. The amounts referred to below are merely an advance payment and are therefore only an indication of the final costs payable per month. In the annual settlement, the actual costs paid may therefore be higher than the advances already paid.

- cleaning of common areas €10.00
- garden maintenance €1.00
- (online) caretaker €5.00
- minor repairs €1.00
- security €10.00
- CCTV security €1.00
- heat consumption by the tenant in the residential accommodation in accordance with the provisions of Article 9 €50.00
- heat supply in common areas €2.00
- cost of heat supply €1.00
- electricity consumption per dwelling €20.00
- electricity in common areas and facilities €1.00
- water consumption per dwelling €10.00
- water consumption in common areas €1.00
- glazing fund €1.00
- unblocking fund €1.00
- pest control €1.00
- waste removal service €2.50
- lift maintenance €1.00
- maintenance of fire safety facilities €1.00
- internet €25.00
- administration fee €5.78
- furniture and soft furnishings €51.51

4.4 The tenant will pay the rent due for the rented accommodation in full in advance before the first day of the month in the manner indicated by the landlord.

4.5 As security for the correct fulfilment of his obligations arising from the tenancy agreement, on or before signing the tenancy agreement the tenant will pay the landlord a deposit of €606.79.

- No interest will be paid on the deposit.
- The tenant is not entitled to set off any amount against the deposit.
- If the deposit is called upon, the tenant will ensure that the deposit is supplemented up to the full amount, should the landlord so demand.
- After an upward adjustment of the rent, the payment for supplies and services or the advance payments for these, the tenant is obliged, should the landlord so demand, to take immediate steps to supplement the deposit up to the amount which reflects the new payment obligation.
- If the tenant does not comply with the obligations as set out above with respect to the deposit, he will forfeit to the landlord an immediately due and payable penalty of €250 for each calendar day that the tenant remains in default after he has been informed of this default by registered letter and has been given a reasonable period to remedy this default, without prejudice to the landlord's right to claim performance, termination and compensation.

## Administration fee and first rent instalment

### Article 5

5.1 On signing this agreement the tenant will pay:

- |   |          |
|---|----------|
| a. administration fee:  | € 50.00  |
| b. the rent (taking into account the discount referred to in Article 4.2.2), the advance payment for the costs of mains services with an individual meter, and the service charges for the period from 1-8-2019 to 31-8-2019: | € 606.79 |
| Total amount:   | € 656.79 |

## Direct debit

### Article 6

6.1 Amounts due at regular intervals must be paid to the property manager by direct debit, in respect of which the tenant hereby authorizes the property manager for the benefit of the landlord. Unless agreed otherwise in writing between the parties, this authorization will only be cancelled at the end of the tenancy agreement. The account number of the tenant from which the property manager may collect the amounts due by direct debit is:

Account no.: .....

Town/City: .....

Date: .....

Name: .....

Tenant's signature: .....

6.2 If the rent payment is reversed by the tenant or if the rent is otherwise not paid on time, the tenant will owe the landlord an immediately payable penalty of €10. If the landlord subsequently sends the tenant a demand by email, text message or letter, the tenant will owe an additional penalty of €25, which will be increased with each demand by €25, without prejudice to the landlord's entitlement to contractual default interest.

## Tenant's choice of address for service

### Article 7

7.1 The tenant declares that for the duration of the tenancy agreement his address for service will be that of the rented accommodation.

7.2 On termination of the tenancy agreement the tenant will inform the landlord in writing of his new address. If the tenant leaves the rented accommodation for good without notifying the landlord of his new address, the address of the rented accommodation will be deemed to remain the tenant's home address.

## **Provision of details on household income and composition of the family**

### *Article 8*

8.1 The tenant declares that the details concerning his household income and the composition of his family provided by him to the landlord prior to the commencement of the tenancy are complete and correct.

8.2 If the tenant has provided incorrect or incomplete details and if he would not have been eligible for the rented accommodation had he provided correct and complete details, the tenant will be obliged to vacate the rented accommodation should the landlord so demand. If the tenant fails to do so, the landlord will institute legal proceedings for the eviction of the tenant from the rented accommodation.

## **General Tenancy Conditions of the landlord**

### *Article 9*

The landlord's General Tenancy Conditions for self-contained accommodation apply to this agreement.

CONCEPT

## **Campus contract / termination of tenancy agreement on termination of course of study**

### *Article 10*

10.1 Should the landlord so demand in writing, which it is entitled to do every year, the tenant will provide the landlord within three months with a copy of the proof of his registration for the current academic year with an institution, university or a university of applied sciences as referred to in Section 7: 274(d) (2) of the Dutch Civil Code;

10.2 If the tenant fails to comply with the request referred to above, the landlord will be entitled to terminate the tenancy agreement on the grounds of Section 7:274(1) (c) in conjunction with Section 7:274(d) of the Dutch Civil Code. The tenant will not be entitled to alternative residential accommodation and/or a contribution towards removal and furnishing expenses, or to any other payment or compensation.

10.3 From the moment the tenant is aware of the date of termination of his course of study, he will do his utmost to find alternative accommodation as soon as possible. The student will do this, among other things, by actively searching for new accommodation.

10.4 After termination of this agreement the rented accommodation will be relet to a student, a doctoral candidate or a young person.

### **Appendices to this agreement**

#### *Article 11*

11.1 The tenant declares that he has received:

- a. Delivery report;
- b. The landlord's General Tenancy Conditions for self-contained housing;
- c. House Rules;
- d. Inventory List;
- e. Repairs price list;
- f. Provision of security by a third party

11.2 The appendices referred to in the first paragraph of this article form part of the tenancy agreement.

Agreed, drawn up in duplicate and signed in ..... on ..... 20 ..

Landlord:

Tenant:

**Appendix 1 Delivery report**

Address: Lange Marktstraat ....., 8911 AD Leeuwarden

Delivery date:

Name of the tenant:

Delivery on behalf of Wolf Huisvestingsgroep carried out by: .....

With the exception of the remarks below, the dwelling referred to above has been delivered in good condition by the landlord to the tenant.

Particulars/defects:

Any remarks/agreements made:

The landlord has handed over to the tenant the key/ acces tag

Agreed by the tenant

Agreed on behalf of Wolf Huisvestingsgroep

Name:

Name:

Town/City:

Town/City:

Signature:

Signature:

## **Appendix 2 GENERAL TENANCY CONDITIONS FOR SELF-CONTAINED ACCOMMODATION**

### **The scope of application of these terms and conditions**

#### *Article 1*

##### 1.1.

These General Tenancy Conditions form part of the tenancy agreement, in which they have been declared applicable. If the provisions of the tenancy agreement deviate from those of the General Tenancy Terms and Conditions, the provisions of the tenancy agreement will prevail.

##### 1.2.

The landlord is entitled to make amendments to these General Tenancy Conditions in so far as these amendments are reasonable. The tenant will be bound by these amendments.

### ***Multiple tenants***

#### *Article 2*

##### 2.1.

The tenants referred to at the beginning of the tenancy agreement each have an independent and full right to tenancy, which they exercise simultaneously, respecting each other's rights.

##### 2.2.

Each tenant is jointly and severally liable for the full amount of the rent and for all other obligations arising for him and for the other tenant(s) pursuant to this agreement and pursuant to the law.

##### 2.3.

The rent, costs of utility services with an individual meter and the service charges will be payable as one payment for the joint tenancy rights referred to above. If the agreement is terminated with regard to one tenant or a number of tenants, the remaining tenant(s) will remain liable for payment of the full amount of the rent, the costs of utility services with an individual meter and the service charges.

##### 2.4.

The tenancy agreement may only be terminated by notice of termination to or by the tenant or all the tenants, as the case may be, referred to at the beginning of the agreement. The tenants referred to at the beginning of the agreement are therefore only entitled to terminate the tenancy jointly, unless the landlord explicitly agrees to a single termination by one of the tenants referred to at the beginning of the agreement.

##### 2.5.

If the landlord is obliged by virtue of a statutory or contractual regulation to deliver a performance to a tenant, fulfilment to one of the tenants referred to at the beginning of the tenancy agreement will discharge the landlord from its obligation.

### **Availability and acceptance of the rented accommodation**

#### *Article 3*

##### 3.1.

The landlord will make the rented accommodation available on the commencement date of the tenancy, unless this is not a working day.

3.2.

Before or on commencement of the tenancy agreement the tenant and landlord will draw up a description of the rented accommodation. The tenant and landlord will receive a copy of this description signed by both parties.

### **Costs of utility services with an individual meter and service charges**

#### *Article 4*

4.1.

The tenant will pay a monthly advance payment for the costs of utility services with an individual meter and service charges. Once a year the landlord will provide the tenant with a breakdown of the costs of utility services with an individual meter and the service charges charged in the relevant calendar year.

The landlord will then set off with the tenant any discrepancies between the costs incurred and the costs of utility services with an individual meter and the service charges paid by the tenant in advance, unless it concerns a payment for a fund set up by the landlord. With regard to these funds the advance payment paid by the tenant will be considered equivalent to the final settlement and therefore no setoff will take place.

4.2.

Unless agreed otherwise between the parties in a further agreement, the monthly advance sum agreed between the landlord and the tenant may only be increased with effect from the first month following the month in which the breakdown referred to in the first paragraph of this article was provided.

4.3.

The tenant will be bound by a change in the provision of supplies or services, or by a change in the calculation method of the supplies and services provided, and the corresponding adjusted advance sum, if that change relates to supplies and services that can only be provided to a number of tenants jointly and if at least 70% of these tenants have agreed to the change.

A tenant who has not agreed to the change may request a court decision on the reasonableness of the proposal within eight weeks of the written notification by the landlord that agreement has been reached with at least 70% of the tenants.

4.4.

If not at least 70% have agreed, the tenant will be bound by a change in the provision of supplies or services, or by a change in the calculation method of the supplies and services provided, and the corresponding advance sum, if:

1. the interest of the landlord in the change is such that the tenant - taking reasonable account of the interests of both parties - may not withhold his consent to this change  
and
2. the landlord has informed the tenant in good time of the change and has discussed this with the tenant, with the residents' committee, if present, and with the tenants' organization, if required.

### **General obligations of the landlord**

#### *Article 5*

The landlord is obliged to repair defects to the rented accommodation should the tenant so require, unless this is impossible or the landlord cannot reasonably be expected to incur the required expenses in the given circumstances, or these expenses are payable by the tenant pursuant to the law, this tenancy agreement or the use.

## **Obligations of the tenant**

### *Article 6*

#### 6.1.

The tenant will pay the rent due for the rented accommodation in its entirety in advance before the first day of the month by transferring the amount due in the manner indicated by the landlord.

With effect from the first day of the month the tenant will be in default of payment of that month's instalment and will be liable to pay the statutory interest.

#### 6.2.

Setoff by the tenant is not permitted, except in the case of Section 7:206(3) of the Dutch Civil Code.

#### 6.3.

The tenant will use and maintain the rented accommodation with due care.

#### 6.4.

The tenant will use the rented accommodation including all appurtenances and any communal circulation spaces, in accordance with its designated use and will not change this designated use. The tenant is not permitted to perform any business activities in the rented accommodation, parts of the rented accommodation or in the communal areas.

Communal circulation spaces include stairwells, lifts, basements, attics, garages, storage spaces, galleries, gardens and courtyards in so far as the tenant shares the use of these spaces with other tenants or users.

#### 6.5.

The tenant will actually live in the rented accommodation during the term of the tenancy and will actually use the residential space for himself and the members of his household. The tenant will use the rented accommodation as his principal residence.

#### 6.6.

Only with the landlord's prior written permission will the tenant be permitted to sublet all or part of the rented accommodation or give it in use to a third party or offer, via the internet or otherwise, the rented accommodation to let or for use to third parties, for example via websites such as [www.airbnb.nl](http://www.airbnb.nl) or [www.marktplaats.nl](http://www.marktplaats.nl). A request for permission must be submitted in writing, stating the name of the subtenant, the rent payable under the subtenancy and the commencement date of the subtenancy agreement. The landlord is authorized to attach conditions to its permission.

In the event of unauthorized subtenancy the tenant will be obliged to surrender any income received from the subtenancy to the landlord. In addition the tenant will owe an immediately payable penalty of €2,500 plus €50 (price level November 2013 indexed in accordance with the consumer price index All Households of Statistics Netherlands) per day for each day that the breach continues, up to a maximum of €15,000.

#### 6.7.

If the tenant does not actually live in the rented accommodation or sublets all or part of the rented accommodation without the landlord's permission or lets the rented accommodation or gives it in use to a third party, the burden of proof that the tenant has had his principal residence in the rented accommodation without interruption will fall on the tenant.

6.8.

The tenant must ensure that the tenant himself, his household members, pets or third persons who are present in, around or in the immediate vicinity of the rented accommodation or the communal areas on account of the tenant do not create a nuisance for people living in neighbouring properties.

The tenant must also act as a good tenant towards employees of the landlord and/or any third parties engaged by the landlord. In the event of physical violence or verbal abuse, aggression or other forms of misconduct, appropriate legal or other measures will be taken against the tenant, which may result in termination of the tenancy agreement.

6.9.

The tenant is not permitted to grow, dry or cut cannabis in the rented accommodation, or to allow others to do so, or to perform or have others perform other activities that are punishable under the Opium Act. If the tenant breaches this prohibition, he will owe an immediately payable penalty of €2,500 plus €50 (price level November 2013 indexed in accordance with the consumer price index All Households of Statistics Netherlands) per day for each day that the breach continues, up to a maximum of €15,000.

6.10.

The tenant is obliged to use his front and back garden as ornamental or vegetable garden and maintain the garden in such a manner as to give a well-cared-for impression, in the opinion of the landlord, and will not plant any trees, shrubs or other plants that may cause a nuisance to third parties.

The landlord has the right to demand that the tenant remove any trees and/or high-growing plants planted by him at his expense at the end of the tenancy.

6.11.

The tenant is not permitted to use the garden or other rented external space(s) for storing and/or parking vehicles, boats, caravans, trailers, merchandise, waste, dangerous or environmentally harmful materials and any other items of any nature whatsoever.

The tenant is also not permitted to use the communal areas for storing and/or parking bicycles, prams and pushchairs, merchandise, waste, dangerous or environmentally harmful materials and any other items of any nature whatsoever. If the tenant breaches the above, the landlord will be entitled to remove these items at the expense of the tenant.

6.12.

The tenant will keep the rented accommodation properly furnished, including floor covering and curtains. In multi-storey buildings the floor covering must provide sufficient sound dampening.

6.13.

The tenant is obliged to take the necessary measures to prevent damage to the rented accommodation, in particular in the event of fire, storm, water and frost. The tenant must report any damage or imminent damage, whatever the cause, as well as any defects to the rented accommodation to the landlord without delay.

In the event of negligence by the tenant in this respect, any resulting damage to the rented accommodation and to third parties' property will be payable by the tenant.

6.14.

The tenant will give the landlord access to the rented accommodation to enable the landlord to monitor the tenant's compliance with his obligations under these General Tenancy Conditions or to carry out any

necessary work or to enable the meters to be read or suchlike. The landlord is also taken to mean: persons designated by or on behalf of the landlord.

6.15.

If the tenant's right to tenancy is terminated due to divorce or a judicial separation, the tenant will be obliged to notify the landlord in writing of the termination of his right to tenancy, immediately after the relevant court order has become irrevocable. As long as the tenant has not done so, he will remain liable towards the landlord for compliance with all obligations under this tenancy agreement. The above also applies to the termination of a registered partnership.

The co-tenant is obliged to notify the landlord in writing without delay if he decides to continue the tenancy agreement as a tenant.

### **Repair work by the tenant**

#### *Article 7*

7.1

Minor repairs will be at the expense of the tenant.

Unless agreed otherwise, the tenant will in any case be responsible for cleaning the communal areas, including stairwells, lifts, basements, attics, storage spaces, galleries, gardens and courtyards.

7.2.

All work carried out by the tenant must be performed in a professional manner. In doing so, the tenant will observe any regulations stipulated by the government or the landlord.

### **Performance of urgent work and refurbishment by the landlord.**

#### *Article 8*

8.1.

The tenant will allow all urgent work to be carried out on the rented accommodation or adjacent dwellings and on their central facilities.

8.2.

The tenant is not entitled to any rent reduction or compensation due to the performance of urgent work or refurbishment.

8.3.

The landlord will send the tenant a written proposal for any intended refurbishment of all or part of the complex of which the rented accommodation forms part. This proposal will be deemed to be reasonable if 70% or more of the tenants in the complex have agreed to it. If the tenant has not agreed to the proposal and within eight (8) weeks of the landlord's written notification that 70% or more of the tenants have agreed to the proposal has not applied to the court for a decision on the reasonableness of the proposal, he will be bound to it. The tenant will in that case be obliged to cooperate in the performance of the work.

8.4.

With the exception of urgent work, the work referred to will take place on working days following prior notification of the date and time.

## **Alterations and additions by the tenant**

### *Article 9*

#### 9.1.

The tenant is permitted to make alterations and additions to the interior of the rented accommodation that can be removed at negligible cost, unless the alterations pose a danger or cause a nuisance or inconvenience to the landlord or third parties.

For any other alterations or additions the tenant requires the landlord's prior written permission.

#### 9.2.

The landlord may attach conditions to its approval, relating to matters including:

- the nature and quality of the materials to be used;
- the prevention of damage to the structure of the rented accommodation or the building;
- government regulations, including regulations concerning the structure;
- the maintenance of the alteration;
- additional facilities to prevent inconvenience to third parties;
- insurance, taxes and liability.

When giving its permission the landlord will indicate whether or not the tenant will be obliged to remove the alteration or addition at the end of the tenancy.

#### 9.3.

Any alterations made without the required permission or contrary to the landlord's conditions will be removed by the tenant should the landlord so demand.

#### 9.4.

The tenant is obliged to maintain, remedy defects and carry out repair work to the alterations or additions made by the tenant.

#### 9.5.

The tenant will be obliged, should the landlord so demand, to remove at its expense any alterations or additions made by him if such is necessary to enable the landlord to carry out urgent work or refurbishment work.

#### 9.6.

The tenant is liable for damage caused by an alteration or addition made by the tenant. The tenant indemnifies the landlord against third-party claims for damage and/or loss caused by alterations made by the tenant.

#### 9.7.

The preceding paragraphs also apply to alterations or additions taken over by the tenant from the previous tenant in consultation with the landlord.

## **Termination of the tenancy**

### *Article 10*

#### 10.1.

Notice of termination of the tenancy agreement must be given in writing by registered letter or by bailiff's notification.

10.2.

The tenant is entitled to give notice of termination, on whatever ground, with effect from any day of a calendar month, provided this is not a Saturday, Sunday or public holiday, in which case notice of termination must be given with effect from the following working day. The tenant must observe a notice period of one month.

10.3

Notice of termination of the tenancy agreement by the landlord must be given with due observance of a notice period of at least three months. This period will be extended by one month for each year that the tenant has lived in the rented accommodation without interruption, up to a maximum of six months.

10.4.

The landlord may only give notice of termination on the basis of one or more grounds contained in the Dutch Civil Code.

10.5.

If the landlord wishes to let or sell the rented accommodation after termination of the tenancy, the tenant will be obliged to allow interested parties to view the property.

### **Delivery of the rented accommodation on termination of the tenancy**

#### *Article 11*

11.1.

On termination of the tenancy the tenant is obliged to deliver the rented accommodation upon surrender of all keys, fully vacated, clean and in the same condition in which he accepted the rented accommodation on commencement of the tenancy agreement in accordance with the description, subject to normal wear and tear, which will be at the landlord's risk and expense. With respect to the alterations or additions made by the tenant in the rented accommodation the provisions of the third paragraph of this article are applicable. The landlord will have the apartment professionally cleaned at the expense of the tenant.

11.2.

Before the end of the tenancy agreement the tenant and landlord will jointly inspect the rented accommodation. The tenant will enable the landlord to do so.

On that occasion or those occasions an inspection report will be drawn up, specifying which repairs must be made by and at the expense of the tenant before the end of the tenancy agreement and the estimated costs of the repairs. Both parties will receive a copy of the inspection report.

11.3.

On termination of the tenancy the following rules will apply to any alterations or additions made by the tenant during the term of the tenancy, with or without permission:

- a. alterations that can be removed at negligible cost must be removed by the tenant on termination of the tenancy. This includes mirrors, vertical blinds, venetian blinds and suchlike;
- b. the landlord may demand that the alterations or additions that have been made without permission or that do not meet the conditions referred to in Article 9.2 be removed by the tenant;
- c. the tenant will be obliged to remove alterations and additions on termination of the tenancy if the landlord has stipulated this in writing when granting permission;
- d. unless the landlord stipulated otherwise in writing when granting the permission, the tenant is entitled to remove the alterations and additions made by him provided he restores the rented accommodation to the condition it was in on commencement of the tenancy in accordance with the provisions of Article 3.2.

11.4.

If on termination of the tenancy the tenant has not fulfilled his obligation to make repairs, vacate the entire rented accommodation and remove any alterations or additions made by him, the landlord will be entitled to carry out or arrange to carry out all the necessary work in this respect at the tenant's expense. If this situation arises, the tenant undertakes to pay the costs of such work. Any other damage and/or loss caused by the tenant's negligence will also be payable by him.

11.5.

The landlord will be entitled to remove any property left by the tenant in the rented accommodation on termination of the tenancy, without any retention obligation being applicable to the landlord. Any costs of removal of this property will be payable by the tenant.

The provisions of this paragraph do not apply to movable property transferred by the tenant to the succeeding tenant, provided the landlord has been notified in writing of this transfer.

### **Liability of the tenant and the landlord**

#### *Article 12*

12.1.

The tenant is liable for any damage to the rented accommodation, including the exterior, during the term of the tenancy caused by attributable failure on the part of the tenant to comply with an obligation under the tenancy agreement. All damage, except fire damage and damage to the exterior of the rented accommodation, will be presumed to be caused as a result thereof.

The tenant will be liable to the landlord for the conduct of persons using or present in the rented accommodation on account of the tenant in the same manner as for his own conduct.

12.2.

The landlord is not liable for injury to the person or damage to property of the tenant and/or his household members caused by storm, frost, lightning, severe snowfall, flood, rising or falling groundwater level, nuclear reactions, armed conflict, civil war, riot, civil commotion, wilful damage and other contingencies. Liability of the landlord under Section 6:174 of the Dutch Civil Code is excluded.

### **Default on the part of the tenant and the landlord**

#### *Article 13*

13.1.

If one of the parties is in default in fulfilling any obligation which rests with that party under the law and/or the tenancy agreement and as a result the other party is forced to take judicial and/or extrajudicial measures, any resulting costs will be payable by the defaulting party.

13.2.

If one of the parties fails to pay in full and promptly on the due date an amount payable under the agreement or otherwise agreed, this party will be in default immediately from the due date and will owe statutory interest from that date.

If the defaulting party is a natural person, not acting in the course of his business or profession, he will also be liable to pay compensation for the reasonable collection costs, with due observance of Section 6:96 (2) to (6) of the Dutch Civil Code. The amount of the collection costs due will be calculated in accordance with Section 2 of the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*), with the minimum amount of €40 contained therein being applicable.

If the defaulting party is not a natural person, immediately after the occurrence of the default this party will be liable to pay compensation for the extrajudicial collection costs, which will be 15% of the principal due with a minimum of €75.

## **Taxes and other levies**

### *Article 14*

Except if not permitted under the law or any regulations arising therefrom, the following charges will be payable by the tenant, even if the landlord is assessed for them:

- waste collection levy and water authority charges, in so far as these charges relate to the actual use of the rented accommodation and the actual joint use of communal areas;
- other existing or future taxes, municipal tax on encroachments on or above public land (*precario rechten*), charges, levies and dues with respect to the rented accommodation and/or property of the tenant;
- environmental levies including surface water pollution levy and the charges for waste water purification and assessments or levies pursuant to any other environmental legislation, including sewerage charges.

If the levies, taxes, dues or other charges, fees or taxes payable by the tenant are collected from the landlord, the tenant must pay them to the landlord should the latter so demand.

## **Penalty**

### *Article 15*

If one of the parties breaches any provision of these General Tenancy Terms and Conditions, that party will be obliged to pay the other party an immediately payable penalty of €25 (price level November 2013 indexed in accordance with the consumer price index All Households of Statistics Netherlands) per calendar day up to a maximum of €15,000, without prejudice to that party's obligation to act in accordance with these General Tenancy Conditions and the other party's right to compensation.

This penalty will be payable for each day that the breach continues, without judicial intervention.

## **Other provisions**

### *Article 16*

#### 16.1.

If a part of the tenancy agreement or of these General Tenancy Conditions is voidable, this will not affect the validity of the other articles. Instead of the null and void or voided part, that which comes closest to what the parties would have agreed had they known about the nullity or voidability will then apply as agreed.

#### 16.2.

If the building or the complex of which the rented accommodation forms a part has been or becomes subdivided into apartment rights, the tenant will be obliged to observe the regulations regarding the use arising from the deed of division, the property division regulations and the standing orders. The tenant will also be obliged to comply with decisions taken by the Owners' Association. The landlord undertakes to notify the tenant of these decisions without delay.

16.3.

From the start of the tenancy agreement the tenant will be the sole purchaser of energy for the rented accommodation and will be obliged to conclude an energy supply contract for the rented accommodation with one or more energy suppliers and to comply with the obligations under that contract. The tenant will also be obliged to comply with the connection and transport agreement for the rented accommodation with the network operator. The tenant will indemnify the landlord at all times against claims by the network operator and/or energy suppliers.

16.4.

The tenant will be bound by any changes in the policy conducted by the landlord, provided this policy change is in keeping with the applicable legislation and regulations and these General Tenancy Terms and Conditions.

CONCEPT

## Appendix 3 Standing orders of Markt 058

You are a tenant of an apartment in a residential building. As a user of the building you should be aware that living close together may easily result in nuisance. A number of household rules have been combined to form standing orders to protect the enjoyment of the property by all users as much as possible. This is a supplement to the tenancy agreement and the General Tenancy Terms and Conditions.

The provisions of these standing orders apply to all users. Every tenant is liable for full compliance with the provisions of the standing orders by their family members and other users of his apartment.

### GENERAL

The tenants must agree in writing to the contents of the standing orders in advance.

### DEFINITIONS

The *communal areas* are taken to mean: the roof terrace, driveway, car park and/or basement car park, communal gardens, courtyards, entrance, hall, stairwells, galleries, corridors, lift and basement spaces.

The *private areas* are taken to mean: the dwelling (the rented accommodation).

### THE USE OF COMMUNAL AREAS

1. The following is prohibited in the communal areas:
  - to store and/or keep bicycles, mopeds, electric wheelchairs, toys or any other private property, except in so far as the spaces are designated for this purpose. Storing bicycles is only permitted in the storage space or the bike shed and the designated bicycle racks.
  - to use machines that may cause a nuisance through noise, vibration, dust or unpleasant odours;
  - to put up decorations in or otherwise make changes to the communal areas, unless specific permission has been given for this; any items installed without the landlord's permission will be removed;
  - to let children play there;
  - to put up advertisements and/or expressions of opinion;
  - to let dogs off the leash.
2. It is not permitted to take bicycles through the hall and galleries.
3. Any person who soils or damages communal areas, for whatever reason, must remedy or repair the consequences immediately.
4. It is not permitted to access the roof or to perform any work to the communal systems.
5. Smoking is not permitted in the communal areas.
6. Waste paper, advertising materials, newspapers and suchlike must be disposed of by their owner and may not be placed or left in the communal areas.

7. All entrances and vestibule doors in the stairwell of the building must be closed after use. Residents must exercise the utmost care in allowing strangers to enter the premises.
8. Cars must be parked in the designated spaces. Vehicles must remain within the road markings. These spaces are not intended for parking large commercial vehicles, trailers or caravans. Parking in front of the building's entrance is only permitted for picking up or dropping off or for quickly loading and unloading.
9. Outdoor activities, such as garden parties, barbecues and suchlike are only permitted with the landlord's permission, which may be requested in writing at least 10 days before the outdoor activity is to take place.

#### **USE OF PRIVATE AREAS**

10. It is not permitted to cause any noise nuisance to people living in neighbouring properties. Tenants must comply with the following rules:
  - In between 22:00 and 8:00 it is not permitted to make noise that causes a nuisance to the other residents.
  - In general every tenant must be aware of the fact that music, slamming house doors and car doors, hooting, running in the gallery and talking loudly may be a nuisance to other people;
  - the volume of sound systems, televisions and musical instruments must be such that they do not cause any inconvenience to people living in neighbouring properties.
  - Except on the ground floor, laying parquet or other hard floor covering in the apartments is not permitted. Hard floor covering includes tiles, parquet and laminated floors (except for the areas that have already been tiled as part of the standard fixtures and fittings, such as bathrooms and toilets).
11. In the event of frost, residents are obliged to take precautions to prevent water pipes and/or other frost-sensitive parts from freezing (for example by not turning off the radiators completely).
12. Smoking is not permitted in the apartments.
13. If a tenant wishes to keep pets, he must apply for the landlord's permission in writing, which permission is only granted by way of exception. Pet owners must ensure that their pets do not cause a nuisance to other residents. The pet's owner will be liable for any damage caused by his pet. Feeding birds on or in the immediate vicinity of the building is not permitted.
14. Hammering nails or drilling holes in walls and floors is not permitted.
15. All tenants must allow the installation of scaffolding and the like for cleaning and maintaining external walls and, in so far as necessary, must ensure that balconies and private areas are freely accessible.
16. Without the landlord's permission it is not permitted to attach name signs, external sun blinds, window film, aerials and dish aerials, flags, banners, window boxes, fixed drying racks, fixed washing lines or other protruding items. Any permission granted may be subject to conditions, of any nature whatsoever.
17. When moving house, all keys and any transmitters must be present and handed over. Any resulting costs, such as in the event of replacing cylinders or ordering new (certified) keys or a transmitter will be payable by the tenant.

18. Household rubbish must be disposed of in tied bin bags in the designated waste containers at the designated location. For bulky waste the residents themselves must call the Municipal Cleansing Department. Placing bulky waste in the communal areas or in front of the building is not permitted.

19. The standing orders may be changed unilaterally by the landlord.

Tenant's signature:

CONCEPT

#### Appendix 4, Inventory list and key receipt

Description	Replacement costs
<b>FURNITURE</b>	
Bed setup (120x210)	€ 622.91
Bedside table	€ 147.86
Fixed bed frame	€ 96.80
Mattress (120x210)	€ 143.69
Desk / table	€ 200.92
Armchair	€ 102.25
Stool	€ 39.33
Easy chair	€ 218.65
Luggage shelf above door	€ 86.52

<b>LIGHTING:</b>	
Ceiling light incl. LED light source entrance	€ 37.75
Ceiling light incl. LED light source room	€ 75.50
Floor lamp	€ 70.79
Bedside light	€ 67.64

<b>VARIOUS / ACCESSORIES:</b>	
Full-length mirror	€ 22.02
Waste bin small	€ 9.47
Notice board	€ 30.25
Coat hooks	€ 69.21
Picture rails	€ 15.73
Toilet accessories	€ 55.06

<b>BED TEXTILES:</b>	
Pillow	€ 25.01
Duvet	€ 31.38
Mattress protector	€ 19.66

<b>SOFT FURNISHINGS:</b>	
Curtains	€ 94.38
Ready-made	€ 47.19
Rails	€ 18.59

The undersigned declares that he has received two access tags and two letterbox keys.  
 Drawn up and signed on ..... in .....

Signature:

## Appendix 5, Repairs price list

On final delivery the rented accommodation must be handed over to the landlord or its representative clean and in its original condition. If any defects are found during the final delivery the landlord will deduct an amount from the deposit. The amounts payable for the most common types of damage are stated in the table below. Normal wear and tear to the rented accommodation, caused during your occupancy despite timely and proper maintenance, will be disregarded.

COMPONENT	COSTS (INCL. VAT)	
<b>GENERAL</b>		
Rented accommodation not clean on delivery, cleaning costs:	€ 40	per hour
Defective or damaged light switches/wall sockets	€ 30	per item
Damaged or missing front door	€ 350	per door
Damaged or missing skirting boards	€ 30	per m <sup>1</sup>
Damaged window sills	€ 100	per item
Damaged (fibreglass) wall covering/walls	€ 40	per m <sup>2</sup>
Holes in walls/ceiling etc.	€ 25	per hole
Damaged or missing carpeting	€ 150	per m <sup>2</sup>
Damaged or missing tiles	€ 60	per m <sup>2</sup>
Stains on ceiling/walls	€ 30	per m <sup>2</sup>
Damaged convector	€ 250	per item
Damaged or defective convector valve	€ 80	per item
Damaged or defective intercom	€ 200	per item
Loss of key tag, also of bike shed/car park and letterbox	€ 50	per tag
<b>SANITARY FITTINGS</b>		
Damaged or missing mirror	€ 100	per item
Damaged or missing washbasin	€ 125	per item
Damaged or missing shower fittings	€ 100	per item
Damaged or missing shower tray	€ 150	per item
Damaged or missing toilet roll holder	€ 25	per item
Damaged or missing toilet flush panel	€ 75	per item
Damaged or missing toilet seat	€ 80	Per item
Damaged or missing toilet bowl	€ 250	per item
Damaged or missing lamp	€ 100	per item
<b>KITCHEN</b>		
Damaged kitchen cabinet and/or shelves	€ 150	per cabinet
Damaged or missing refrigerator shelves, trays, doors etc.	€ 35	per item
Damaged refrigerator	€ 250	per item
Soiled grease filters in cooker hood	€ 25	per item
Damaged hob	€ 300	per item
Damaged worktop	€ 400	per item
Damaged cooker hood	€ 300	per item
Damaged or missing kitchen tap	€ 80	per item

By signing this document the tenant declares that on occupation the rented accommodation is in good condition and that he/she agrees to the procedure described in this document. The tenant must notify the landlord in writing within 72 hours of the key transfer if he/she discovers any defects in the rented accommodation after the key transfer.

Drawn up and signed on ..... in .....

Signature:

**Extra article for the tenancy agreement with respect to security provided by a third party for the tenant of residential accommodation**

**Article ..... : Provision of security by a third party**

- 1. Supplementary to the deposit that the tenant is required to pay, pursuant to Section 7:857 of the Dutch Civil Code the third party will act as personal guarantor for all that the tenant will owe the landlord under the terms of the tenancy agreement between the tenant and the landlord, up to a maximum of three times the monthly rent including the advance payment of service charges.
- 2. This security is provided for the duration of the tenancy agreement between the landlord and the tenant.
- 3. If both parents are providing the security, pursuant to this security they will be jointly and severally liable vis-à-vis the landlord for payment of all that which the landlord may claim from the tenant under the terms of the tenancy agreement.
- 4. This security is an indivisible debt for the parents, so that the landlord may claim payment of the full debt from either of them.
- 5. The landlord will not be obliged to provide the third party with more proof than it is obliged to provide the tenant.
- 6. All disputes that may arise in connection with this security will be settled by the District Court of Amsterdam.

Candidate’s name (first names in full) (last name) .....

Details of guarantor

Mr / Mrs / /Miss / Ms (first names in full) (last name), .....

Born on ..... - ..... - 19..... in .....

living in (currently registered in) (town/city).....

at (address) .....

Telephone:.....

Email address:.....

Providing security for an amount up to a maximum of three times the monthly rent including the advance payment of service charges:

€ .....

(..... euros)

Town/City:

Date:

Signature: