

## PROPERTY TENANCY AGREEMENT

for a short period due to the nature of the property



Model as established by the Real Estate Council (ROZ) on 30 July, 2003.

THE UNDERSIGNED:

Company herein represented by Student Housing Holland, a company under Dutch law with registered office at Willem II straat 6A, 5038 BG Tilburg registered in the register of companies in the Netherlands; Kamer van Koophandel with number 74445049, indirectly represented by Mr J.M.A. Pluimakers.

hereinafter referred to as 'the Landlord',

AND

Name: .....

Date of birth: .....

Correspondence email address:.....

hereinafter referred to as 'the Tenant',

HAVE AGREED

### 1. The leased property, specific use

**1.1** The Landlord rents out to the Tenant and the Tenant rents from the Landlord the property hereinafter referred to as the 'rented property', locally known as:

.....

The Tenant will rent a **Silver Windmill** room type with room number .....

The state/condition of the rented property at the start of the tenancy period shall be recorded in a formal transfer report which must be dated and at least made in duplicate which is signed by the parties and of which each of the parties receives a copy.

**1.2** The rented property is only intended to be used as a residential property for a short period of time (maximum 12 months) (only "short stay"): only for temporary residence in view of temporary study in the vicinity of the rented property, whereby it is the tenant's wish to temporarily take residence there and the landlord facilitates that wish.

**1.3** The rented property also includes the common areas and the Tenant is severally liable for the proper use of these common areas.

**1.4** It is prohibited to place any stuff in the common areas because of fire safety regulations.

### 2. Terms

This agreement comprises the 'GENERAL TERMS AND CONDITIONS FOR LEASE OF HOUSING ACCOMMODATION', as set out by Student Housing Holland on 1 July, 2013, hereinafter referred to as 'general provisions'. These general provisions are known to the parties. The tenant received a copy thereof.

Initials Tenant:

Initials Landlord:

The general provisions apply, unless expressly stated otherwise in this agreement, or unless application thereof regarding the rented property is impossible.

### 3. Duration, extension and cancellation

**3.1** This agreement is concluded for a **fixed rental term of 12 months starting on 01-08-2019 and ending on 31-07-2020 at 12:00 P.M.**

The Landlord will make the rented property available to the Tenant on the tenancy effective date.

**3.2** This agreement ends by action of the law when the period referred to in article 3.1 ends, without requiring notice. The parties intend to conclude a tenancy agreement which, in line with its nature, is short term as referred to in article 7:232 indent 2 Civil Code. The Tenant is aware that he/she will not enjoy the same level of protection as would be the case in a regular lease of residential property and intends to stay maximum 12 months - notwithstanding any shorter term specified in article 3.1 - in the rented property in view of temporary study or temporary work (e.g. on a project basis) in the vicinity of the rented property.

**3.3** If the Tenant does not deliver the rented property vacated and completely cleared at the end of the period referred to in 3.1, he will forfeit a fine of €100.00 per day, not open to mitigation and payable immediately, with a maximum of 6 times the monthly rent per calendar month, without prejudice to the Landlord's right to claim compliance, dissolution and an indemnification.

### 4. Payment obligation, payment period

**4.1** Starting on the effective date of this tenancy agreement, the Tenant's obligation to pay consists of - the rent; - the compensation for the additional supplies and services referred to under article 4.5; - the VAT due on the rent.

**4.2** The Parties agreed, under reference to article 11 under b sub 2 Turnover Tax Act 1968, that VAT will be applied to the rent and the services delivered under this tenancy agreement. If it turns out that no VAT applies the letting and services delivered under this tenancy agreement, this will not affect the rent price and additional supplies and services. The Tenant does not owe the Landlord a compensation or allowance because no turnover tax can be deducted by the Landlord.

**4.3** The rent and the compensation for additional supplies and services will be payable in advance, each time prior to or on the due dates referred to under article 4.7.

**4.4** ~~For each rent payment period of 6 months the total rent and concomitant deliveries and services amounts to €3210,- (in words, three thousand two hundred ten euros).~~ For each rent payment period of 4 months the total rent and concomitant deliveries and services amounts to **€2140,- (in words, two thousand one hundred forty euros).**

### 4.5

The concomitant deliveries and services consist of:

- Gas\*
- Electricity\*
- Water\*
- VAT (9%)
- Municipal taxes
- Waste management\*
- Maintenance support
- Fire & safety maintenance
- Central heating system
- Everything you need service which includes:
  - Fully furnished room
  - Wi-Fi system
  - Kitchen equipment
  - Use of washing machine

Initials Tenant:

Initials Landlord:

- Your own bike (lease-lend)
- Public transport card
- 24/7 emergency service
- Customer support
- Airport pick up during pickup days
- Access to SHH sports & events
- Dutch SIM card

**4.5.1** \* The use of gas, electricity, water and emptying household waste are based on the normal use. In the case of excessive use the Landlord reserves the right to charge an additional amount for these concomitant deliveries.

**4.6** The tenant paid a down payment of ~~6 months of rent + 1 month deposit of €535,- + one time booking costs of €375,- + one time cleaning costs of €475,- + transfer costs~~ / 4 months of rent + 1 month deposit of €535,- + one time booking costs of €375,- + one time cleaning costs of €475,- + €75,- administration costs for extra instalments + transfer costs.

If the tenant paid for the bedding package and/or personal fridge then these services will be placed in the room before arrival.

**4.7** For the payment obligation of the total amount of rent and concomitant deliveries and services of the total lease term under article 3.1, the tenant has chosen for ~~2 instalments~~ / **3 instalments**. The tenant has already made the 1<sup>st</sup> instalment. For the remaining instalments the following payment dates apply.

~~In case of 2 instalments:~~

- ~~— 2<sup>nd</sup> instalment before 01-09-2019, equal to 6 months of rent with a total amount of €3210,- (in words, three thousand two hundred ten euros)~~

In case of 3 instalments:

- 2<sup>nd</sup> instalment before 01-09-2019, equal to 4 months of rent with a total amount of €2140,- (in words, two thousand one hundred forty euros).
- 3<sup>rd</sup> instalment before 01-12-2019, equal to 4 months of rent with a total amount of €2140,- (in words, two thousand one hundred forty euros).

The Landlord will send an invoice to the correspondence email address of the tenant 14 days at minimum before the due date of the instalment payment. The payments have to be made by bank transfer. Please always mention in the payment description **your name and the invoice number**.

Bank account number: **NL38 INGB 0006182795**

Bank account name: **Student Housing Holland B.V.**

BIC Code: **INGBNL2A**

Bank: **ING Bank N.V.**

Address of the bank: **Foreign Operations PO Box 1800, 1000 BV Amsterdam**

## 5. Changes in rental price

The rental price will not be changed for the duration of the agreement (maximum 12 months) due to the short term of this agreement.

## 6. Address

From the effective date of the tenancy all messages from the Landlord to the Tenant in relation to the implementation of this tenancy agreement will be addressed to the rented property, i.e. the Tenant's actual place of residence.

Initials Tenant:

Initials Landlord:

If the rented property is no longer the permanent place of residence of the Tenant, he/she shall notify the Landlord thereof immediately in writing while stating his/her new address and city of residence. If the Tenant leaves the rented property for good without informing the Landlord of his/her new address, the rented property will still be considered the Tenant's main place of residence.

## 7. Manager

7.1 Until Landlord announces differently, the role of administrator of the property will be fulfilled by:

Company: Student Housing Holland B.V.

Managers: Marijn and Tim

E-mail: [service@studenthousingholland.com](mailto:service@studenthousingholland.com)

Telephone: +31 (0)13 2040149

7.2 Unless agreed differently in writing, the Tenant must consult the administrator with regard to the content and all other matters of this lease agreement.

## 8. No replacement housing

8.1 At the end of the agreement the Tenant will not be entitled to replacement housing from the Landlord, nor to a compensation for removal and decoration cost, or any other compensation of damages.

## 9. Register municipality

9.1 It is required to register within 10 days after your arrival at the municipality of Tilburg as a resident of Tilburg. The Tenant will hand over a copy of proof of registration to the Landlord.

9.2 If Tenant fails to register then the municipality will charge tourist tax to the Landlord. The cost of tourist tax are payable by the Tenant and the total amount will be deducted from the deposit. Tourist tax will be around €30,- each month.

## 10. Prohibitions

10.1 It is explicitly forbidden for the Tenant to:

- drill holes in (the tiles of) the kitchen, the toilet and the bathroom;
- hammer nails or drill into floors and walls;
- without prior written approval of the Landlord, make changes to the property which cannot be undone without major cost;
- put hot pans directly onto the worktop, as well as use the worktop as a chopping board;
- apply nameplates, publicity or signs, etc. to the outside of the rented property;
- taping the windows of the rented property;
- without prior written approval of the Landlord apply awnings on the outside of the rented property;
- install a satellite dish or antenna to the outside of the rented property;
- paint the interior and exterior doors and/or walls of the property. These doors must be maintained with a moist cloth and non-abrasive domestic cleaning agents. Neither is it allowed to paint the façade, window frames or other elements on the inside or outside of the rented property in a colour other than the current colour;
- keeping a pet in the property;
- smoke inside of the property.

10.2 Even if the Tenant believes that the change or adjustment to be applied by him/her is a moveable matter, or that it can be removed without major costs at the end of the tenancy agreement, the provisions under 10.1 will apply. Approval of the Landlord can be granted under special circumstances if the Tenant accepts the conditions related to the application of a change or adaptation.

Initials Tenant:

Initials Landlord:

## **11. Prohibition to grow cannabis, in possession of drugs**

**11.1** It is prohibited in or on the rented property, to have a cannabis nursery or a nursery of other plants, mushrooms or drugs of any size whatsoever, which can serve as ingredients to produce narcotics and/or mind-altering drugs, or to have it held by a third party. In this regard having cannabis plants at the rented property will be considered as having a (commercial) cannabis farm. The mere presence of this cannabis farm - or of similar plants and mushrooms - will be a failure in the compliance of the tenancy agreement of the Tenant and shall give rise to the immediate dissolution of the tenancy agreement.

**11.2** It is prohibited in or on the rented property, to deal, possess or use drugs that are prohibited in the Netherlands.

**11.3** All costs and damages in the broadest meaning of the word, as a result of this non-compliance, shall be payable by the Tenant.

**11.4** The general provisions which were said to apply remain in full force.

**11.5** The Tenant shall owe the Landlord an immediately payable fine, not open to mitigation, - besides the fine referred to in article 20.6 of the general provisions - of €10,000.00 in case of violation of an obligation in this article 11.

## **12. Work on/maintenance of the building**

**12.1** Insofar as necessary the Tenant will have to tolerate that the owners, the administrator, the local authorities and the (public) utility companies are entitled, at their expense, to perform maintenance works on the systems for gas, water, electricity, radio and television reception, telephony and data communication and to apply, lay, have, hold, maintain, inspect, repair, replace and/or remove poles, cables, wires, isolators, rosettes, signs and pipes with corresponding fittings for public purposes on, in, at or above the ground of the properties and/or apartment building. This also includes general maintenance like paint-work.

## **13. Prohibition of sublet tenancy/payment of sublet tenancy income**

**13.1** Without prejudice to the provisions of article 3 of the general provisions the Parties agree the following with regard to sublet tenancy.

**13.2** The Tenant is - without prior written approval of the Landlord - not allowed to rent out the rented property in full or part, or to sublet it or have it used by third parties, including the renting of rooms and granting accommodation or waiving the rent. A permission granted by the Landlord is one off and does not apply to any subsequent cases.

**13.3** If the Tenant acts contrary to the provisions of article 13.2 he/she will owe the Landlord an immediately payable fine for each calendar day that the breach lasts, equal to three times the rent applicable at that time with a minimum of €45.00 per day, without prejudice to the Landlord's right to claim compliance or dissolution based on defaulting, insofar as the damage exceeds the fine. Furthermore, the Tenant shall pay all income derived from such actions to the Landlord.

## **14. Deposit**

**14.1** When signing this tenancy agreement the Tenant owes an amount of 1 month's rent for an amount of € 535,- (deposit already paid by the tenant) owed to the Landlord as a deposit for the correct compliance with the Tenant's obligations stemming from this tenancy agreement. The deposit shall also be used if the tenancy agreement should be extended, including any amendments. The Landlord shall not owe interests on the deposit made by the Tenant. When the rented property is vacated at the end of the tenancy agreement and returned in a proper state (including all inventory items and devices), the Landlord will repay the deposit, after deduction of any debts of the Tenant to the Landlord, at the latest two weeks after the return of the rented property. The Tenant is explicitly not allowed to set off the amount of the deposit against a rental period.

Initials Tenant:

Initials Landlord:



**14.2** If the Tenant does not meet the obligations set out in this article, the Landlord will be entitled to an immediately payable fine per breach of €250.00 (in words: two hundred and fifty euro) per calendar day, with a maximum of €750.00 (in words: seven hundred and fifty euros) per calendar month during which the Tenant fails to comply and after receiving a default notice by registered letter.

### 15. Main place of residence

**15.1** The Tenant shall declare the address of the rented property to be his/her official place of residence.

**15.2** In addition to article 1.2 applies that the rented property is exclusively intended to be used as housing unit for the Tenant, to be occupied **by maximum one person**. The Tenant is required to actually live in the rented property and to use it as his/her main place of residence. The Tenant is not allowed to use the rented property for any other purpose. The Tenant is not allowed to let other persons have their main place of residence at the rented property or to form a common household with other persons in the rented property.

### 16. Way of corresponding

The Tenant and Landlord agree that the Landlord can correspond with the Tenant by email to the specified correspondence email address on page 1 of this Tenancy agreement.

### 17. House rules

**17.1** The Landlord has the right to impose house rules to the Tenant, to the extent that it is not unreasonably objectionable.

**17.2** If the Tenant exceeds the house rules then the Landlord will write an official warning. In case of multiple violations of the house rules by the Tenant and receiving official warnings of the Landlord, the Tenant risks an immediate dissolution of this Tenancy agreement.

### 18. Forum and choice of law

Any disputes stemming from this agreement or any related agreements shall exclusively be heard by the competent Dutch court and are governed by Dutch law.

Thus done and signed in 2 copies.

place :  
(Tenant)

date:

place : Tilburg  
(Landlord)

date : 29-05-2019

Individual signature(s) of Tenant(s) for receiving an individual copy of the 'GENERAL TERMS AND CONDITIONS FOR LEASE OF HOUSING ACCOMMODATION' as mentioned under article 2.

-Tenant(s)'s signature:

Initials Tenant:

Initials Landlord: