**MODEL E**

#### RENTAL AGREEMENT NON-SELF-CONTAINED LIVING SPACE

#### for a fixed period of time (no more than 5 years)

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Model drawn up by Pararius B.V. on September 10th, 2023. The user of this Model is advised to consult the Explanatory Notes pertaining to it, to adapt the Model to their own wishes and practice and to consult an expert in this respect. Any liability of Pararius B.V. for adverse consequences of the use of (the text of) the Model is excluded. Not the English but the Dutch text of the lease is binding.

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The undersigned:

Landlord, being the party referred to in Article 1.1, hereinafter referred to as: "Landlord"

and

Tenant, being the party referred to in Article 1.2, hereinafter referred to as: "Tenant",

whereas:

1. the Landlord owns the independent residential space specified in Article 1.3 hereinafter, referred to as 'the Premises';
2. the Landlord wishes to lease the Premises on a temporary basis, being a period as stated in Article 1.4 hereinafter;
3. the Tenant wishes to rent the Premises from the Landlord on a temporary basis for the period as stated in Article 1.4 hereinafter;
4. The parties recognize that this is a rental agreement for a fixed period of time as provided for in the second sentence of Article 7:271(1) in conjunction with Article 228(1) Dutch Civil Code and that the rental agreement consequently ends by operation of law on the agreed to end date, without notice of termination of the rental agreement being required and without the Tenant receiving any form of rent protection;
5. Parties recognize that this is not a ‘Shared Housing Rental Agreement’ as referred to in Article 7:232(3) Dutch Civil Code (‘Hospitaverhuur’)(in which case the protection of the Tenant upon termination of the rent by the Landlord is organized differently than in this rental agreement);
6. the Landlord on a date within the period three months before the rental agreement ends and one month before the rental agreement ends informs the Tenant in writing about the agreed date on which the rental agreement will end by operation of law;
7. Parties wish to document their agreements in writing in this agreement.

Have agreed as follows:

#### 1. FUNDAMENTALS OF THE LEASE

**1.1 Landlord**

 Name : ……………...........

Address : ……………...........

 Postal code/City : ……………...........

 Telephone numbers : ………………….

Email address : ………………….

 Bank account :………………….

 In name of ………………….

**1.2 Tenant**

 Name : ………………….

 Address : ………………….

 Postal code/City : ………………….

 Telephone numbers : ………………….

 Telefax : ………………….

Email address :………………….

Employer : ………………….

 Nationality :………………….

 Passport number : ………………….

Pets : ………………….

**1.3 The Premises**

 The non-independent living space comprising the space(s) mentioned below under a. for exclusive use by the tenant and the space(s) mentioned below under b. for common use, in the house located at the address mentioned under c. below:

1. Space(s) for the exclusive use by: ……………………………………

 ………………………………………………………………………………..

1. Space(s) for communal use: …………………………

………………………………………………………………………………….

1. Address:

Address : ………………….

Postal code/City : ………………….

e. Upholstered: **yes/no** (if yes: see article 2.4 and the inventory list/photo report)

f. Furnished/inventory: **yes/no** (if yes: see article 2.4 and the inventory list/photo report)

g. ....................

**1.4 Duration of rental agreement**

a. Effective date :………………….

b. Date of termination of rental agreement :………………….

**1.5 Payment obligations**

Total payment obligation of Tenant composed of :

**a**. Rent : € ....................

**b**. Upholstery /furniture/other inventory : € ....................

**c**. Advance payment for other supplies and services : € ....................

 Total : **€** ……………..

Payment period : **monthly**

Security deposit/Bank guarantee : **€** …………………..

First payment period : **from** ………….. **up to & including** ………….. **= €** …………..

Payment in advance or on : **first day of each payment period**

Supplies and services to be provided by or on behalf of the Landlord made available by the Landlord to the Tenant **[tick and/or complete as appropriate]:**

 O electricity

 O gas

 O heating

 O hot water

 O water

 O KTV

 O internet connection

 O consumption of water energy supply general area

 O consumption of electricity in general area

 O cleaning general area

 O upholstery and decoration/furniture of the general area

 O window cleaning general area

 O window cleaning exterior glazing

 O sewer unclogging fund

 O fund glass breakage

 O furniture/upholstery in the home (in accordance with the inventory list; see Article 2.4)

 O internal finish

 O management/administration of the service (costs)

 O ..............................

 O ..............................

 O ..............................

**1.6 Manager**

Manager acts as Landlord:

Name : ………………….

Address : ………………….

 Postal code/City : ………………….

 Telephone numbers : ………………….

Telefax :………………….

Email address :………………….

#### 2. OBJECT OF THE RENTAL AGREEMENT

**2.1 Letting/Renting**

 Landlord lets to tenant, similarly, tenant rents from Landlord, the Premises as referred to in Article 1.3 for the period of time described in Article 1.4, meeting the required payment obligations stipulated in Article 1.5 and furthermore, subject to the provisions set out below.

**2.2 General Rental Conditions Residential Space**

This rental agreement is subject to the 'General Rental Conditions Residential Space' (dated 1 September 2023), hereinafter referred to as the 'General Rental Conditions'. These General Rental Conditions form an integral part of this rental agreement. In the event of incompatibility between the General Rental Conditions and this rental agreement, this rental agreement will prevail.

**2.3 Internal Finishing**

 Internal finishing means the wall and ceiling finishing that is at the Tenant's expense, such as paintwork.

**2.4** **Inventory/state of repair**

 If soft furnishings, furniture and other inventory have been made available to the Tenant, an inventory list/photo report is attached to this rental agreement.

In addition, a description of (among other things) the state of maintenance of the Premises at the commencement date of the rental agreement has been or will be drawn up in the manner described in Article 2.3 (and following Articles) of the General Rental Conditions.

**2.5 Purpose/use**

 The Premises is intended to be used exclusively for residential purposes by the Tenant. It is not permitted to have other tenants (partially) inhabit the Premises.

#### 3. CONTINUATION AND TERMINATION OF RENTAL AGREEMENT

**3.1 Duration of the Rental agreement**

The Rental agreement is entered into for a period of time as stipulated in Article 1.4. Thus, the rent ends by operation of law on the end date as referred to in Article 1.4b.

**3.2** **Notification end date of the rental agreement**

TheLandlord shall inform the Tenant in writing of the agreed to date referred to in Article 1.4b upon which the rental agreement ends by operation of law three as well as one month before the rental agreement ends.

**3.3 Eviction**

Tenant is bound to vacate and clear the entire Premises by the end of the agreed to renting period and hand over the keys to the Landlord, under penalty of € 150 with a maximum of € 10,000 for every day or part of a day the Tenant does not, or not fully, comply to this, such without prejudice to the Tenant’s obligations to compensate the damage incurred by the Landlord. The damage incurred includes, at the very least, the loss of rental revenues over the period of time the Tenant does not comply with his/her eviction obligations. The loss of rental revenues is based on the last applicable rental price between the parties, multiplied by all additional expenses. If the market rental price is higher than the last applicable rental price, in this regard the market rental price applies.

#### 3.4 Notice to estate agent

If a party terminates the rental agreement or the rental agreement ends in another way, they will simultaneously inform the broker(s) listed in Article 11 hereof.

#### 4. PAYMENTS AT START OF THE RENTAL AGREEMENT

**4.1** The Tenant is obliged to pay the full rent for the first payment period and the full security deposit (or provide the Bank guarantee) no later than 10 days after the signing of this rental agreement, but in any case before the delivery of the keys to the Tenant. If the rental agreement has been concluded through the mediation of a broker acting for the Landlord, the Tenant will pay the aforementioned payment to such broker, as stated in Article 11, in a manner to be indicated by such broker. After payment thereof, the Tenant shall ensure that such broker immediately pays the total rent for the first payment period and the full security deposit to the to the Landlord (possibly with settlement of what the Landlord owes the broker).

**4.2** The rented housing will not be made available to the Tenant until the payment referred to in Article 4.1 has been received and this rental agreement has been signed by both parties. The Tenant is not released from his payment obligations if the Landlord delays delivery of possession of the Premises pending such payment.

**4.3** All payments to the Landlord will take place by bank transfer into the bank account listed in Article 1.1. Cash is not accepted.

#### 5. ANNUAL RENT ADJUSTMENT

The rent will be adjusted annually in the manner stipulated by law. The rent will be adjusted annually in the manner determined by law (Articles 7:252 and 253 of the Dutch Civil Code). This means that the rent can be changed at the Landlord's proposal by a percentage that is at most equal to the legally permitted percentage or amount on the effective date of such change for accommodation with a non-liberalized rent and that the tenant has the right to object to the proposal.

#### 6. ADDITIONAL SERVICES AND SUPPLIES

**6.1** In addition to the provision of the Premises and any movable property present therein, the supplies and services listed in Articles 1.5 will be delivered or provided.

**6.2** The advance payments for supplies and services paid by the Tenant described in Article 1.5c will be settled periodically, and also after the end of the rental agreement, based on the actual costs. The compensation paid by the Tenant for upholstery, furnishings and inventory described in Article 1.5b is a fixed, non-deductible amount.

**6.3** If the Landlord actually provides supplies and services to the Tenant that are not mentioned herein, the parties are deemed to have agreed that these supplies and services are provided for no consideration.

**7.** **DEVIATIONS FROM THE GENERAL RENTAL CONDITIONS**

 Contrary to the General Rental Conditions, the following provisions apply between Tenant and Landlord:

 ………………………………………………………………………………………………………… ………………………… ……………………

**8.** **SPECIAL PROVISIONS**

**8.1** The Landlord has handed over to the Tenant the "Document Good Landlordship Act and Good Landlordship Regulations" containing, among other things, information about the rights and obligations of the parties, types of rental agreements, options and restrictions for the Tenant entering the rented property and options available to the Tenant. to turn to a contact point/reporting point of the municipality, the rent assessment committee and the subdistrict court judge. The Landlord **has/has not** **[delete as appropriate]** published this document on its website, on which any updates can be consulted **[possibly include a link to the website]**.

**8.2** The contact details of the contact point as referred to in the Good Landlords Act, where the Tenant can go in matters concerning the Premises, are as follows:

* Name: …………..
* Telephone number: …………..
* Email address: …………..

The contact details of the municipal hotline, where complaints about undesirable behavior of the Landlord can be reported, are as follows:

* Name of reporting point: ……………
* Phone number: ……………
* Email address: ……………

**8.3** .............

**9.** **BRIEFLY INDICATED IMPORTANT REGULATIONS FROM THE GENERAL RENTAL CONDITIONS**

**Below are set out abbreviated important regulations, which are also included in the General Rental Conditions (GRC) and are further elaborated therein. The relevant text of the General Rental Conditions shall be conclusive.**

**9.1** On or about the commencement date, the Tenant and the Landlord will inspect the Premises together and undertake to date and sign for approval an inventory and an inspection report containing a description of the Premises. The inventory and the inspection report will form part of this rental agreement (Article 2.3 GRC).

**9.2** Alterations to the Premises are subject to prior written permission from the Landlord in each instance. Violation of this prohibition carries penalties. (Article 3.12 and next GRC).

**9.3** Pets may not be kept in the Premises without prior written permission from the Landlord. Violation of this prohibition carries penalties. (Article 3.12 and 3.18 GRC).

**9.4** The Tenant is prohibited from playing his audio or video system and/or musical instruments at any time so loudly as to cause a nuisance for neighbours. (Article 3.11 GRC).

**9.5** The Tenant is prohibited from fully or partially subletting the Premises or allowing its use by others. This prohibition also applies to the rental of or allowance use by third parties through Internet websites such as Airbnb, regardless of whether payment is made. Violation of this prohibition carries penalties. (Article 3.22 and next GRC).

**9.6** Any damage to the Premises or the Landlord's possessions present therein must be reported by the Tenant to the Landlord without delay. (Article 7.4 GRC).

**9.7** The Tenant is required to make the Premises available for viewings by potential buyers or new users of the Premises. The Landlord will give notice of any viewings in advance and schedule them in consultation with the Tenant. The Tenant will also allow the fixing of sale or letting announcements. (Article 11.2 GRC).

**9.8** Upon expiration or sooner termination of the rental agreement and before return of the security deposit the Tenant will inform the Landlord of his new address, will deregister from the municipal personal records database and cancel any parking permits connected to the address. (Article 18.2 GRC).

**9.9** The rented housing will be inspected by both parties before the expiration date. The Tenant must deliver the Premises in the identical state (subject to reasonable wear and tear) as it was accepted in, as recorded in the description and inventory,. If the Tenant has not delivered the Premises in a clean and proper state, the Landlord will have the Premises cleaned and/or repaired professionally and charge the costs to the Tenant. (Article 17.2 and next GRC).

**9.10**. The Tenant is not permitted to grow and/or have hemp present in the rented accommodation, or to carry out other activities that are punishable under the Opium Act. Violation of this prohibition will result in fines (Article 3.26 GRC).

**9.11** The Tenant declares that he is aware of the fact that it is prohibited to smoke or allow others to smoke in the Premises. The Tenant is liable for the (nicotine) damage caused by non-compliance with this prohibition (Article 3.36 GRC).

**10.** **LANDLORD'S STATEMENTS**

The Landlord declares that before entering into this rental agreement he has taken note of the relevant laws and regulations and - where applicable - has obtained permission from:

 - the home or (authorised) manager, in case of subletting;

 - the municipality;

 - the association of owners;

 - the mortgagee(s);

 - the insurer(s)

**11. MEDIATION**

**11.1** This rental agreement has been concluded through the mediation of ..................., acting as broker on behalf of the Tenant, and/or ........................................... , acting as broker on behalf of the Landlord, according to their respective conditions and rates, which have been communicated to the parties in advance.

**11.2** The parties will never hold the broker(s) liable if the other party to this rental agreement fails to fulfil any obligations therefrom.

Agreed and drawn up in duplicate in ............................. on ..........................

Landlord: ................... Tenant: .........................

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**APPENDICES** **[tick as appropriate]**:

O Copy of Tenant's/occupant's passport

O General Rental Conditions Residential Space (dated September 1st, 2023)

O Inspection report with a description of the Premises

O Inventory list/ photo report of the inventory

O Document relating to energy performance

O Document Good Landlordship Act and Good Landlordship Regulations

O Demerger Regulations (*Splitsingsakte*) House Rules of the association of owners

O Tenant statement (*huurdersverklaring*)

O Conversion permit (*omzettingsvergunning*)

O Dutch text of the rental agreement, including the Dutch text of the General Rental Conditions Residential Space (dated September 1st, 2023)

By signing below the parties confirm having received a copy of the General Rental Conditions Residential Space (dated September 1st, 2023) referred to in Article 2.2.

Landlord: ..................... Tenant: ...................

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