**MODEL C**

**RENTAL AGREEMENT INDEPENDENT RESIDENTIAL SPACE**

**for a definite term (diplomat clause)**

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Model by Pararius B.V. updated on July 15, 2024. 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. Any liability of Pararius B.V. for adverse consequences of the use of (the text of) the Model, or any part thereof, is excluded. In case of a legal dispute, the original Dutch text of the rental agreement, if and to the extent that it conflicts with this English translation, shall be binding and supersedes the English text.

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**THE UNDERSIGNED:**

Landlord, defined in Article 1.1 ("**Landlord**"),

and

Tenant, defined in Article 1.2 ("**Tenant**"),

**WHEREAS:**

1. the Landlord owns the independent residential space specified in Article 1.4 below, referred to as **'the Premises'**;
2. the Landlord wishes to rent out the Premises on a temporary basis, for a period as stated in Article 1.5 below, and the Landlord subsequently intends to move into the Premises himself, all this as meant in Article 7:274, paragraph 1 sub d n connection with Article 7:274 paragraph 2 of the Dutch Civil Code;
3. at the start of the rental agreement the date on which the Landlord wishes to move into the Premises himself is not certain;
4. if the Landlord wishes to move into the Premises himself at any time well after the agreed expiration date of this rental agreement, the parties can, if both parties wish, extend the rental agreement by mutual consent for a period to be agreed between them, without prejudice to the Tenant's right to terminate the rental agreement or give notice at that time, and that such extensions may be repeated;
5. the Tenant wishes to rent the Premises from the landlord for the period referred to in Article 1.5 ;
6. the Tenant is expressly prepared to vacate the Premises with all his occupants and effects after expiry of the duration of this agreement (and any extensions);
7. the parties therefore wish to conclude a rental agreement for a definite period as referred to in Article 1.5;
8. this is not a rental agreement with a definite term as set out in Article 7:271, paragraph 1 of the Dutch Civil Code;
9. the parties wish to lay down the arrangements made in this agreement;

**HEREBY AGREE AS FOLLOWS:**

#### 1. KEY DATA IN THE RENTAL AGREEMENT

**1.1** **Landlord**

 Name : …………………..

 Representative : …………………..

 Address : …………………..

 Post code/city : …………………..

 Telephone : …………………..

 Email addresses : …………………..

Bank account IBAN/BIC :…………………..

in the name of : …………………..

**1.2 Tenant**

**If the Tenant is a company (e.g. the employer) that rents the home for the resident(s) referred to in Article 1.3:**

Employer/company :…………………..

Registration : …………………..

Representative : …………………..

Nationality :…………………..

Passport number : …………………..

Address : …………………..

Postal code/city : …………………..

Telephone :…………………..

Email address :…………………..

**OR:**

**If the Tenant is also the resident:**

Name : …………………..

Address :…………………..

Postal code/city : …………………..

Telephone :…………………..

Date of birth : …………………..

Email address : …………………..

Employer : …………………..

Nationality :…………………..

Passport number : …………………..

Names/composition of all other residents :…………………..

Pets : …………………..

**AND (if another person must be regarded as a contractual co-Tenant; expandable based on the number of contractual co-Tenants)**

Name : …………………..

Address :…………………..

Postal code/city : …………………..

Telephone :…………………..

Date of birth : …………………..

Email address : …………………..

Employer : …………………..

Nationality :…………………..

Passport number : …………………..

**1.3 Occupant(s)**

**(To be completed if the Tenant is a company that rents the house for the benefit of the resident(s) below)**

Name : …………………..

Address :…………………..

Postal code/city : …………………..

Telephone :…………………..

Date of birth : …………………..

Email address : …………………..

Employer : …………………..

Nationality :…………………..

Passport number : …………………..

Names/composition of all other residents :…………………..

Pets : …………………..

**1.4 The Premises**

The dwelling known locally as:

Address : …………………..

Postal code/city : …………………..

with joint use of any common areas.

Description of the Premises:

a. Type of home: .........................

b. Number of rooms: ...................

c. Outdoor spaces: ......................

d. Parking: ...................................

e. Finishings: **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. ....................

**1.5** **Term of the rental agreement**

a. Commencement date : ...............................

b. Expiration date of rental agreement :...............................

**1.6 Payment obligations**

Total payment obligation of Tenant composed of :

a. Rent : **€ ....................**

b. Finishings /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 and made available by the Landlord to the Tenant **[tick and/or complete as appropriate]:**

* electricity
* gas
* heating
* hot water
* water
* cable
* internet connection
* consumption of water energy supply common areas
* consumption of electricity in common areas
* cleaning common areas
* finishings and decoration/furniture of the common areas
* window cleaning common areas
* window cleaning exterior glazing
* sewer maintenance fund
* fund glass breakage
* finishings/furniture/ /inventory in the home (see inventory list – Article 2.4)
* internal finishing
* management/administration of the service (costs)
* ..............................
* ..............................
* ..............................

**1.7 Property manager**

 The property manager of the Premises is:

 Name : …………………..

 Address : …………………..

 Postal code/city : …………………..

 Telephone : …………………..

 Email address :…………………..

The property manager has no authority to give permission on behalf of the Landlord for alterations, subletting, pets or any other activity that is prohibited by this rental agreement, the General Rental Conditions or by law.

The property manager is the service desk as referred to in the Good Landlords Act, where the Tenant can go in matters concerning the Premises.

#### 2. OBJECT OF THE RENTAL AGREEMENT

**2.1** **Letting/Renting**

 The Landlord lets to the Tenant, and the Tenant rents from the Landlord, the Premises as meant in Article 1.4 for the period described in Article 1.5 and the payment obligations described in Article 1.6, and otherwise subject to all the terms and conditions herein.

**2.2** **General Rental Conditions Residential Space**

This rental agreement is subject to the 'General Rental Conditions Residential Space' (dated July 15, 2024), below referred to as the 'General Rental Conditions'. These General Rental Conditions form an integral part of this rental agreement and are incorporated herein by reference. In the event of discrepancy 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 and flooring.

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

 If finishings, furniture and other inventory have been made available to the Tenant, an inventory list/photo report is/shall be 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** **Permitted use**

 The Premises are to be used only as residential space by the Tenant and the members of his/her family, or, if the Tenant rents on behalf of its employee, by the occupant and the members of his/her family. The Premises may not be used by more adults than permitted by municipal regulations: a maximum of 2 persons, unless a zoning variance (*omzettingsvergunning*) has been issued for use by more persons as stated in the permit.

**2.6** **Occupant**

 If the Tenant referred to in Article 1.2 rents on behalf of the occupant mentioned in Article 1.3, the occupant identified in Article 1.3 shall be deemed as permission from the Landlord as referred to in Article 3.22 of the General Rental Conditions.

The Tenant shall inform the occupant of the contents of this rental agreement and the General Rental Conditions that form part of it.

The Tenant warrants that the occupant shall comply with the obligations of the Tenant arising from the rental agreement and the General Rental Conditions - to the extent they relate to the use of the Premises - as if the occupant were the Tenant.

 The Tenant is and remains responsible at all times for the prompt and full compliance with all the obligations arising from this rental agreement and declares that he accepts these as his own obligations and shall fulfil all actions delegated to the occupant by the Tenant and all promises made by the occupant to the Landlord on behalf of the Tenant.

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

**3.1** **Term of the rental agreement**

The rental agreement has been concluded for the term as set out in Article 1.5. Therefore, the rental agreement will expire on the expiration date mentioned in Article 1.5b. The Landlord intends to move into the Premises himself at that time. The Landlord will terminate the rental agreement in good time as such expiration date. This expiration is subject to the provisions of Articles 7: 272 and next BW; in particular Article 7: 274 paragraph 1 sub b jo. paragraph 2 BW, applies.

If the Landlord does not intend to move into the Premises after the expiration date, the Landlord will inform the Tenant before the agreed expiration date and the parties can, if both parties wish, extend the term by mutual consent for a period to be agreed between them in writing.

The parties agree that such extensions may be repeated only by mutual consent in writing.

If the rental agreement is extended as referred to in this provision, the Landlord will terminate the rental agreement in good time as the new end date. This termination is also subject to the provisions of Articles 7: 272 and next BW; in particular Article 7: 274 paragraph 1 sub b jo. paragraph 2 BW, applies.

Landlord and Tenant cannot terminate the rental agreement before the expiration date stated in Article 1.5b, or, if the rental agreement has been extended by mutual consent as referred to in this provision, as of the new expiration date thus agreed.

**3.2** **Termination of the rental agreement**

 Termination of the rental agreement must take place before the first day of a calendar month with due observance of a notice period of one full calendar month by the Tenant and a notice period by the Landlord of three calendar months (plus one calendar month for each year that the rental agreement has lasted up to a maximum of 6 calendar months). Termination of the rental agreement by a party must be done by means of a bailiff's writ or a registered letter.

**3.3** **Delivery**

The Tenant shall vacate the Premises at the end of the rental agreement with all the persons and goods present in it on account of the Tenant and to put it at the free and complete disposal of the Landlord, including delivery of the keys on penalty of a fine of € 350 per day or part of a day that the Tenant does not, or does not fully comply herewith, to a maximum of € 50,000.

**3.4 Notice to broker**

If a party terminates the rental agreement or the rental agreement ends in another way, each party will simultaneously promptly give notice to the broker(s) listed in Article 11 hereof.

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

**4.1** The Tenant shall pay the full rent for the first payment period and the full security deposit (or provide a 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. The Tenant shall nonetheless inform the Landlord of all payments to the 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 Premises 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 such 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

**5.1 High-segment rental property or mid-segment rental property**

If the Premises is a high-segment rental property as referred to in art. 7:247 of the Dutch Civil Code (private sector rental property) or a mid-segment rental property as referred to in Article 3, paragraph 2 of the Housing Rental Prices Implementation Act (*Wet betaalbare huur)*, the provisions of Articles 5.2 to 5.4 apply.

**5.2** The rental price will be changed annually on ……………., for the first time on ........., as laid down in articles 5.3 and 5.4. A distinction is made between:

**A)** the situation in which there is legislation that caps the annual rent increase (Article 5.3);

**B)** the situation in which there is no legislation that caps the annual rent increase (Articles 5.4).

In all cases, the landlord will inform the tenant of the new rent in writing at least one calendar month before the date of commencement, stating the methodology used under the rental agreement.

If the tenant does not agree to the communicated rent change, he must notify the landlord in writing no later than the date of commencement of the new rent and he has the right to terminate the rental agreement subject to a notice period of one month.

**5.3** **Ad A: High-segment rental property or mid-segment rental property: if legislation is in force that caps the annual rent increase**

If mandatory legislation exists in any year that limits the annual rent increase, the rent will be increased annually by the maximum percentage or amount resulting from that legislation.

**5.4** **Ad B: High-segment rental property or mid-segment rental property: if no legislation is in force that caps the annual rent increase**

If in any year there is no mandatory legislation that caps the annual rent increase, the rent will be changed annually in connection with monetary depreciation on the basis of the change in the index figures according to the consumer price index (CPI), series of all households (2015=100), published by the Central Bureau of Statistics (CBS). The changed rental price is calculated as follows:

- if the annual rent change takes place in the month of January, the changed rent will be calculated according to the following formula:

the changed rent is equal to the applicable rent on the change date (T), multiplied by the annual index figure of the year two years before the year in which the rent is adjusted (T-2), divided by the annual index figure of the year three years before the year in which the rent is adjusted (T-3);

- if the annual rent change takes place after the month of January, the changed rent will be calculated according to the following formula:

the changed rent is equal to the applicable rent on the change date (T), multiplied by the annual index figure of the year preceding the year in which the rent is adjusted (T-1), divided by the annual index figure of the year two years before the year in which the rental price is adjusted (T-2).

The changed rent can be calculated on the CBS website using a calculation tool: : <https://www.cbs.nl/nl-nl/onze-diensten/huurverhoging-berekenen> .

If the publication by CBS of the aforementioned index figures has ceased, an objective index figure based on monetary depreciation that is as comparable as possible will be used.

**5.5 Low-segment rental property**

If the Premises is a low-segment rental property, the provisions of Articles 5.1 to 5.4 do not apply. In that case, the rent will be adjusted annually on January 1 in the manner specified in the law (Articles 7:252, 252a, 252b, 252c and 253 of the Dutch Civil Code). This means that the rent can be changed on the written proposal of the landlord by a percentage or amount that is at most equal to the legally permitted percentage or amount on the effective date of that change (the amount of which depends on the tenant's income) for living space in the low segment.

#### 6. ADDITIONAL SUPPLIES AND SERVICES

**6.1** In addition to the provision of the Premises and any movable property present therein, the supplies and services listed in Articles 1.6 will be delivered or provided.

**6.2** The advance payments for supplies and services paid by the Tenant described in Article 1.6c 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 finishings, furnishings and inventory described in Article 1.6b is a fixed, non-deductible amount.

**6.3** If the Landlord 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. AMENDMENTS TO 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 Code of Conduct (according to the Good Landlords Act and 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 Premises and options available to the Tenant to apply to a contact service desk 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 municipal hotline, where complaints about undesirable behaviour of the Landlord can be reported, are as follows:

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

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

#### 9. SUMMARY OF 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 3.3 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 7.3 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 advertisements. (Article11.6 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 Premises 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 and broom-clean. 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 Premises, 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** 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. BROKERAGE

**11.1** This rental agreement has been concluded through the assistance 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 referred to in Article 2.2

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 Landlords Act and Good Landlordship Regulations

O Demerger Regulations Dividing Building Ownership into Separate Apartments (*Splitsingsakte*) and House Rules of the association of owners

O Tenant statement (*huurdersverklaring*)

O Conversion permit (*omzettingsvergunning*)

O Scoring of the rented property based on the statutory home valuation system

O Dutch text of the rental agreement, including the Dutch text of the General Rental Conditions Residential Space (dated July 15, 2024)

By signing below the parties confirm having received a copy of the General Rental Conditions Residential Space referred to in Article 2.2.

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

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