

LEASE FOR A DEFINITE TERM (DIPLOMAT CLAUSE)

Revised model made up by Pararius B.V. on 9 August 2016.

The undersigned:

Lessor	Lessee	Lessee 2

whereas:

- a. the lessor owns the residential space located at _____ in _____, hereinafter referred to as 'the leased property';
- b. the lessor wishes to let the leased property on a temporary basis for a period of _____ years and _____ months, and the lessor subsequently intends to move into the leased property himself, all this as meant in Article 7:274, paragraph 2 of the Dutch Civil Code;
- c. at the start of the lease the date on which the lessor wishes to move into the leased property himself is not certain;
- d. if the lessor wishes to move into the leased property himself at any time well after the agreed end date of this lease, this lease will be extended by a period yet to be determined by the lessor, without prejudice to the lessee's right to terminate the lease or give notice at that time, and that such extensions may be repeated;
- e. the lessee wishes to rent the leased property on a temporary basis;
- f. the lessee is expressly prepared to vacate the leased property with all his occupants and effects after expiry of the duration of this agreement (and any extensions);
- g. the parties therefore wish to conclude a lease for a definite period;
- h. the lessee wishes to rent the residential property referred to in a. from the lessor during the period set out in Articles 1.5a and 1.5b;
- i. that the parties agree an initial rent period, as referred to in Articles 1.5a and 1.5b, during which neither party may terminate the lease;
- j. the parties wish to lay down the arrangements made in this agreement;

1.1 The leased property

Address : _____ Post code/city : _____ te _____

1.2 Duration of the lease (max. 2 years)

a. Commencement date: _____ End date of lease : _____
 b. Termination of the lease by the lessor or the lessee is excluded until _____ :

1.3 Payment obligations

Rental Price:	Payment Period:
Soft furnishings/furniture/other inventory/ internal finishing:	Deposit Amount:
Advance payment for supplies and services:	
Service Costs:	Total rent per month:
First payment period Payment in advance before or on _____	till _____ total (incl. above costs) of _____ : first day of any payment period

Included in advance payments:

Electricity	Internet
Gas	Service Costs
Water	
TV	

1.4 Duration of the lease (max. 2 years)

The property manager of the leased property is:

Name : _____ Address : _____ Post code/city : _____
 Telephone : _____ Email addresses : _____

OBJECT OF THE LEASE

2.1 Letting/Renting

The lessor lets to the lessee, as the lessee rents from the lessor, the leased property 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 with due regard for the following provisions.

2.2 General provisions

This lease is subject to the 'General Lease Provisions' (Model Pararius dated 9 August July 2016), hereinafter referred to as the 'general provisions'. These general provisions form an integral part of this lease. In the event of incompatibility between the general provisions and this lease, this lease will prevail. These documents can be found back on www.therentalshop.nl/general-lease-provisions

2.3 Soft furnishings/furniture/other inventory/internal finishing

The lease and rent includes (if and to the extent present) also the soft furnishings/furniture/other inventory/internal finishing that are present in the leased property. Internal finishing means the wall and ceiling finishing that is at the lessee's expense, such as paintwork. For its use the lessee owes a separate payment specified in Article 1.6b.

2.4 Inventory/state of repair

An inventory of the soft furnishings, furniture and other inventory, as well as a description of (inter alia) the state of repair of the leased property at the commencement of the lease, will be drawn up in the manner described in Article 2.3 and following of the general provisions.

2.5 Use

The leased property is to be used only as residential space by the lessee and the members of his/her family, or, if the lessee rents on behalf of its employee, by the occupant and the members of his/her family.

2.6 Occupant

If the lessee referred to in Article 1.2 rents on behalf of the occupant mentioned in Article 1.3, mention of the occupant identified in Article 1.3 should be taken as permission from the lessor as referred to in Article 3.22 of the general provisions.

The lessee undertakes to inform the occupant of the contents of this lease and the general provisions that form part of it.

The lessee warrants that the occupant complies with the obligations arising for the lessee from the lease and the general provisions - to the extent they relate to the use of the leased property - as if the occupant were himself the lessee.

The lessee is and remains responsible at all times for the prompt and correct compliance with all the obligations arising from this lease and declares that he will accept as his own obligation and comply with all actions delegated to the occupant by the lessee and all promises made by the occupant to the lessor on behalf of the lessee.

CONTINUATION AND TERMINATION OF LEASE

3.1 Duration of the lease

The lease has been concluded for the duration as set out in Article 1.5. Therefore, the lease will terminate on the end date mentioned in Article 1.5b. The lessor intends to move into the leased property himself at that time.

If the lessor will not move into the leased property immediately after the end date, the lessor will inform the lessee in writing no later than 2 months before the agreed end date and this lease will be extended by operation of law by a period to be determined at that time by the lessor and communicated to the lessee in writing (related to the likely new date on which the lessor intends to move into the leased property himself), without prejudice to the lessee's right to end the lease by giving notice of termination.

The parties agree that such extensions may be repeated, without prejudice to the lessee's right to end the lease by giving notice of termination.

3.2 Termination of the lease

Termination of the lease by the lessee is subject to a notice period of one calendar month; termination by the lessor is subject to a notice period of three calendar months (plus one month with a maximum of 6 calendar months for every year the lease has lasted).

Termination of the lease by the lessor or the lessee is excluded until the date mentioned in Article 1.5c.

3.3 Notice to estate agent of termination of lease

If a party terminates the lease or the lease ends in another way, they will simultaneously inform the estate agent or agents listed in Article 7.1 of this. This must be done on the following link: www.therentalshop.nl/cancellation-form. If this has not been done there will be a fine of € 540,- excl. VAT. The agent must always be informed. You will receive a copy per email, you will be able to send this copy to the owner as well.

3.4 Vacating the apartment on time

The lessee is obliged to vacate the leased property at the end of the agreed rent period, whether extended or otherwise, with all the persons and goods present in it on account of the lessee and to put it at the free and complete disposal of the lessor, including delivery of the keys on penalty of a fine of € 350 per day or part of a day that the lessee does not, or not fully comply herewith, to a maximum of € 50,000, without prejudice to the obligation of the lessee to pay the lessor's damage. The lessor's damage will consist in any case from loss of rent over the period during which the lessee does not comply with his obligation to vacate the property. The loss of rent is based on the rent price that applied most recently between the parties, increased with all additional costs. If the market rent price is higher than the most recent rent price, the market rent price will apply in this context.

PAYMENT AT START OF THE LEASE

4.1 The lessee is obliged to pay the full rent, deposit and agency fees for the first payment period no later than 5 days after the signing of this lease, but in any case before the delivery to him of the keys to the leased property.

4.2 After receipt thereof, the estate agent will promptly pay the full rent for the first payment period and the guarantee deposit to the lessor or his estate agent, after settlement of the costs owed by the lessee to his estate agent.

4.3 The leased property will not be made available to the lessee until the payment referred to in Article 4.1 has been received and this lease has been signed by both parties.

4.3 All other payments by the lessee to the lessor will take place by bank transfer. Cash payments can be done at the office with valid ID and a administrative fee of 10% of the rent with a minimum of € 75,- excl. VAT

ANNUAL RENT ADJUSTMENT

5.1 In the event of a decontrolled rent price as meant in Art. 7:247 of the Dutch Civil Code, the rent will be adjusted annually in the way as defined in Article 5.1 of the general provisions.

5.2 In the event of a non-decontrolled rent price, the rent will be adjusted annually in the way as defined in the law.

ADDITIONAL SUPPLIES AND SERVICES

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

6.2 The advance payments paid by the lessee as meant in Article 1.6c will be settled periodically, and also after the end of the lease, based on the actual costs.

6.3 If the lessor actually provides supplies and services to the lessee that are not mentioned in the lease, the parties are deemed to have agreed that these supplies and services are provided for no consideration. Unless parties have agreed later on this certain product will cost extra. This then will be confirmed by email.

MEDIATION

7.1 This lease has been formed through intervention by _____, acting on instructions of the lessee, and _____, acting on instructions of the lessor, in accordance with their respective conditions and rates, which have been disclosed to the parties in advance.

7.2 The parties shall never hold the estate agent(s) liable if the other party in this lease should fail in the performance of any obligation arising therefrom.

- 7.3 The lessee(s) have instructed The Rental Shop / Maximilius BV as a commissioned rental (opdracht tot aanhuur) with all applicable fees and contract costs.
7.4 The lessor has agreed to pay an amount to use certain services from The Rental Shop; 'onderhouds verzoek' & 'online rent termination'
7.5 The Rental Shop has only been commissioned by one party.

8. ENERGY PERFORMANCE CERTIFICATE

When this lease was signed, the lessor handed the lessee a copy of a document relating to the energy performance of the leased property as meant in the Energy Performance (Buildings) Decree. By signing this lease, the lessee confirms having received this document.

If this document can not be provided, lessor will arrange this to be handed over to the lessee and take full responsibility for this.

Check: www.zoekuwenergielabel.nl or www.energielabelvoorwoningen.nl

9. CENTRAL HEATING MAINTENANCE

Settled between lessee and lessor

10. SPECIAL PROVISIONS

Below, a number of arrangements are set out in concise form, most of which are also included in further detail in the general provisions.

- 10.1 At the start of the lease, the lessee and the lessor will inspect the leased property together and undertake to date and sign for approval an inventory and an inspection report containing a description of the leased property. The inventory and the inspection report will form part of this lease.
10.2 Alterations to the leased property are subject to prior written permission from the lessor. Contravention of this prohibition carries penalties.
10.3 Pets may not be kept in the leased property without prior written permission from the lessor. Contravention of this prohibition carries penalties.
10.4 The lessee is prohibited from playing his audio or video system and/or musical instruments so loudly as to cause a nuisance for neighbours.
10.5 The lessee is prohibited from fully or partially subletting the leased property or allowing its use by others. This prohibition also applies to the lease of or giving it into use by third parties through Internet websites such as Airbnb. Contravention of this prohibition carries penalties.
10.6 Any damage to the leased property or the lessor's possessions present therein must be reported by the lessee to the lessor without delay.
10.7 The lessee is obliged to make the leased property available for viewings by potential buyers or new users of the leased property. The lessor will announce any viewings in advance and schedule them in consultation with the lessee. The lessee will also condone the fixing of sale or letting announcements.
10.8 If wished upon lessee has the right to look into huurcommissie for cases such as, but not limited to: repairs not being made, danger to him or his family who live there.
10.9 Upon termination of the lease the lessee will inform the lessor of his new address, will deregister from the municipal personal records database and cancel any parking permits connected to the address.
10.10 The leased property will be inspected by both parties before the end of the lease. The lessee must deliver the leased property in the identical state as it was accepted in, as recorded in the house description and inventory attached to this lease. If the lessee has not delivered the leased property in a clean and proper state, the lessor will have the leased property cleaned and/or repaired professionally and charge the costs to the lessee.
10.11 If tenant chooses to grow, hold or sell any form of drugs in the house. All costs for repairs, fee's for professionals, utility costs etc. must be paid with a minimum of € 14.500,- excl. VAT. The contract will be cancelled immediately.
10.12 The property can only be used for living purposes
10.13 Checks in the property can be done with a notice of 3 hours
10.14 It's not known if in the property is Asbest or not, if lessee does renovations without permission costs for removal etc. will be for account of lessee.
10.15 Late payments will have a € 75,- late fine or 10%, whichever is more. Plus € 35,- per day payable to The Rental Shop.
10.16 Lessee will request and/or transfer utilities (gas, light, water, internet & tv) to tenant

Cancellation of lease contract through breaking contract

If tenant breaks any of the clauses described in this contract, such as; loud music, belated payments, drug use, making of drugs, any activities which are illegal considered to dutch law. Lessee agrees to terminate contract immediately if the following occurs, if not all costs with a minimum of € 1000,- and € 60,- per day will be for account of tenant.

The lessee(s) do not live in the premises anymore	Is placed under legal restraints for longer then 4 days	Grow, produce or hold drugs in the house.
Is declared bankrupt	Files a petition for bankruptcy	

11. DEVIATIONS FROM THE GENERAL PROVISIONS

In deviation from the general provisions, the following additional provisions are in force between the lessor and the lessee:

- The tenant is not allowed to do any renovations in the property without explicit written permission from the owner. All damage which results from this had to be paid by tenant. It is not known if there is asbest in the property or not, there for permission for renovation must always be requested. Property must always be clean at check out. Or else costs of € 187,50 minimum to The Rental Shop.

Lessor |

Lessee |

Date:

Date:

Place:

Place:

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Appendices:

- Copy of lessee's/occupant's passport, general lease provisions & inspection report with a description of the residential property