

## **Translation from Dutch]**

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. This tenancy is subject to Dutch law.

---

## **LEASE OF HOUSING ACCOMMODATION**

---

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

References to and use of this model are only permitted if the text filled in, added or amended is clearly recognisable as such. Additions and amendments should preferably be incorporated under the heading “special conditions”. All liability for detrimental consequences of the use of the model is hereby expressly excluded by the ROZ.

---

### **The SIGNATORIES:**

\*

having his/her/their (registered) address at \*

hereinafter referred to as “the Landlord”,

and

\*

date of birth: \*

occupation: \*

having his/her/their (registered) address at: \*

(if applicable, jointly and severally), hereinafter referred to as “the Tenant”,

### **HAVE AGREED AS FOLLOWS:**

#### **1. The Subjects, Intended use**

**1.1** The Landlord hereby lets to the Tenant and the Tenant hereby rents from the Landlord the housing accommodation, hereinafter referred to as “the Subjects”, whose address is: \*

**1.2** The Subjects are intended exclusively for use as housing accommodation.

#### **2. Conditions**

Landlord’s initials

Tenant’s initials

This contract obliges the parties to comply with the statutory provisions regarding the letting of housing accommodation insofar as those provisions are not amended in this contract. The “GENERAL TERMS AND CONDITIONS FOR LEASE OF HOUSING ACCOMMODATION”, established on 30 July 2003 and lodged with the Clerk of the Court in The Hague on 31 July 2003 and registered there under number 74/2003, hereinafter referred to as “the General Conditions”, shall form part of this contract. The parties are familiar with these General Conditions. The Tenant has received a copy of them.

The General Conditions shall apply except insofar as expressly amended in this contract or insofar as their application is not possible in relation to the Subjects.

### **Duration, extension and termination**

**3.1** This contract is entered into for a period of one year, commencing on \* and continuing up to and including \*

During this period the parties may not end the contract by notice of interim termination. The Landlord shall make the Subjects available to the Tenant on the date of entry unless this is not a working day, assuming that the Tenant has complied with all obligations in the Landlord’s favour existing at that time.

**3.2** If a specific period is included in 3.1 and that period expires without notice of termination, the contract shall continue for an unspecified time.

**3.3** Ending the contract by means of notice of termination must take place in accordance with Clause 19 of the General Conditions.

### **Obligation for payment, payment terms**

**4.1** With effect from the date of entry under this lease contract, the Tenant’s payment obligations shall comprise:

- the rental
- payment for the ancillary supplies and services specified at Clause 6 (service costs)
- \*

**4.2** The payment for ancillary supplies and services will be determined in accordance with the provisions of Clauses 14.1 to 14.7 inclusive of the General Conditions. A system of pre-payments with subsequent re-calculation shall apply to the payments, as indicated in those provisions.

**4.3** The rental and the pre-payment for ancillary supplies and services will be due in advance, regularly, on or before the first day of the period to which they apply, payable in such manner as may be specified by the Landlord.

**4.4** The following amounts apply for each payment period of one month:

- the rental € \*
- the advance payment in respect of supplies and services to be provided by or on behalf of the Landlord for the Tenant € \*
- \* €

so that the Tenant’s full monthly payment amounts to € \*  
(in words): \*

**4.5** Having regard to the date of entry under this contract, the first payment period shall relate to the period from \* to \* inclusive, and the amount due for this initial period is € \*

Landlord’s initials

Tenant’s initials

The Tenant shall pay this amount on or before \*

### **Amendment of rental**

**5.1** The rental may be amended on the Landlord's proposal, for the first time as per \* and every year thereafter, by a maximum percentage equivalent to the legally permitted percentage for such amendments applying to housing accommodation with a non-deregulated rental as of the date of entry, otherwise amendment to the rental shall be implemented in accordance with the provisions of Clause 5.2.

**5.2** If the Subjects comprise self-contained housing accommodation with a deregulated rental<sup>1</sup>, the provisions in Clause 5.1 shall not apply. In such a case, the rental shall be amended for the first time as per \* and every year thereafter in accordance with the provisions in Clause 18 of the General Conditions.

### **Supplies and services**

**6.** The ancillary supplies and services to be provided by the Landlord for the Tenant are as follows:

- \*
- \*
- \*
- \*

### **Taxes and other levies**

**7.1** Unless forbidden by statute or regulations made under statute, the Tenant shall be liable for the following, even if the assessment is in the Landlord's name:

- a. Real Estate Tax and Water Board or Polder Taxes in connection with the actual use of the Subjects and the actual joint use of service areas, public and communal spaces;
- b. environmental levies, including surface water pollution levy and waste water sewerage charges;
- c. betterment levy, or related taxes or levies, in whole or to a proportionate extent if and insofar as the Tenant profits from whatever gives rise to the assessment or levy;
- d. other existing or future taxes, environmental protection costs, burdens, levies and charges
  - in relation to the Tenant's actual use;
  - in relation to the Tenant's possessions;
  - which would not have been imposed, or not imposed in their entirety, had the Subjects not been given over for the Tenant's use.

**7.2** If the levies, taxes, charges or other burdens for which the Tenant is financially responsible are collected from the Landlord, the Tenant must repay these to the Landlord on first request to do so.

### **Residential address**

---

<sup>1</sup> Self-contained housing accommodation with a deregulated rental occurs when a rental applies to the Tenant at the start of the occupancy which, annualised if necessary, is (or may be) higher than the amount set under Article 3, para. 2 of the Rental Implementation Act.

Landlord's initials

Tenant's initials

**8.1** From the date of entry under the Lease, all communications from the Landlord to the Tenant in connection with the performance of this lease contract shall be sent to the address of the Subjects, being the Tenant's actual residential address.

**8.2** If the Subjects are no longer the Tenant's fixed residential address, the Tenant undertakes to inform the Landlord of this immediately, in writing, confirming his/her/their new address.

**8.3** In the event that the Tenant leaves the Subject for good without reporting his/her/their new address to the Landlord, the address of the Subjects shall continue to be regarded as the tenant's residence.

**Manager**

**9.** Until the Landlord advises otherwise, the Manager shall be: \*

**Special Conditions**

**10.**

\*

Thus agreed and signed in [duplicate/triplicate, etc\*]

place

\*

date

\*

place

\*

date

\*

Tenant(s)

\*

Landlord(s)

\*

Separate signature(s) of the Tenant(s) (each) acknowledging receipt of a copy of the GENERAL TERMS AND CONDITIONS FOR LEASE OF HOUSING ACCOMMODATION, as specified in Clause 2.

Tenant signature(s):

Landlord's initials

Tenant's initials