



TENANCY AGREEMENT - RESIDENTIAL PREMISES

(Model: Flex Estate - for assistance only, Flex Estate is not a party to this agreement)

Landlord:

Name: _____

Address: _____

Postcode and City: _____

Tenant:

Name: _____

Date of birth: ____ / ____ / ____

Address: _____

Postcode and City: _____

ID (type + no.): _____

Rented premises:

Address: _____

Postcode and City: _____

Description (e.g. apartment / house / studio): _____

Storage / parking (if applicable): _____

Start date tenancy: ____ / ____ / ____

Duration: Indefinite term / fixed term until ____ / ____ / ____ (strike out what does not apply)

Monthly rent: € _____

Service charges per month: € _____

Total monthly payment: € _____

Initials tenant: _____ | Initials landlord: _____

Article 1 - The rented premises and intended use

1.1 The landlord lets to the tenant, and gives the tenant the use of, the self-contained residential premises located at the above address, including all immovable appurtenances belonging to the dwelling.

1.2 The rented premises are intended solely to be used as living accommodation by the tenant. Use for business or professional activities is only permitted with prior written consent from the landlord.

1.3 Before commencement of the tenancy the parties will draw up an inspection report describing the state of repair and the items present. This inspection report forms an annex

to this tenancy agreement. If no inspection report is drawn up, the rented premises are deemed to have been delivered at commencement in good condition.

1.4 The tenant is not permitted to sublet (parts of) the rented premises or to give them in use to third parties without the explicit written consent of the landlord.

Article 2 - Legislation and general terms

2.1 The following apply to this tenancy agreement:

- Title 4, Book 7 of the Dutch Civil Code (rent and lease of residential accommodation);
- All other applicable statutory provisions.

2.2 If the landlord makes use of general conditions (general tenancy conditions), these form an integral part of this tenancy agreement. The tenant declares to have received a copy thereof.

Article 3 - Term, renewal and notice of termination

3.1 If the tenancy is entered into for a fixed term, it will end by operation of law on the end date stated above. The landlord will inform the tenant in due time and in writing of the expiry of the tenancy, in accordance with statutory requirements.

3.2 If the tenancy is entered into for an indefinite term, termination can only take place in writing and with due observance of the statutory notice periods.

3.3 Notice of termination by the tenant must be at least one full calendar month.

Article 4 - Rent, payment and service charges

4.1 The tenant shall pay the rent monthly in advance, no later than on the first day of the month.

4.2 In case of late payment the tenant will be in default without further notice of default being required and statutory interest will be due.

4.3 Service charges will be settled annually on the basis of the actual costs.

Article 5 - Security deposit

5.1 Upon commencement of the tenancy the tenant shall pay a security deposit in the amount of: € _____

5.2 The security deposit will be repaid within 30 days after the end of the tenancy, after deduction of any damage or outstanding amounts.

Article 6 - Maintenance and repairs

6.1 The tenant is responsible for minor day-to-day maintenance as referred to in the Dutch Decree on Minor Repairs.

6.2 Major maintenance and structural repairs are at the landlord's expense, unless the damage was caused by the tenant.

6.3 The tenant must report damage, defects or malfunctions to the landlord without delay and in writing.

Article 7 - Use of the rented premises

7.1 The tenant must behave as a good tenant and use the rented premises with due care.

7.2 Causing nuisance to neighbours is prohibited.

7.3 Keeping pets is permitted / not permitted (strike out what does not apply).

Article 8 - Alterations and modifications

8.1 The tenant may not make structural alterations without the landlord's written consent.

8.2 Permitted alterations will become the landlord's property, unless agreed otherwise in writing.

Article 9 - Energy, utilities and taxes

9.1 The tenant concludes contracts for gas, water and electricity and pays those taxes

which by law are for the tenant's account.

Article 10 - Landlord's right of access

10.1 After prior notice the landlord has the right to enter the rented premises for inspection, maintenance or viewings in the event of sale or reletting.

Article 11 - Liability

11.1 The landlord is not liable for damage to the person or property of the tenant, unless the damage is due to fault or negligence on the part of the landlord.

Article 12 - Transfer of the rented premises

12.1 In the event of sale of the rented premises all rights and obligations of the landlord under this tenancy agreement will pass to the new owner.

Article 13 - End of the tenancy and handover

13.1 At the end of the tenancy a final inspection will be carried out. The tenant shall return the rented premises in the same condition as at the commencement of the tenancy, except for normal wear and tear.

Article 14 - Extrajudicial costs

14.1 If the landlord has to incur costs to induce the tenant to comply with this agreement, such costs shall be borne by the tenant in accordance with the applicable statutory scales.

Article 15 - Final provisions

15.1 Amendments to this agreement are only valid if made in writing and signed by both parties.

15.2 Flex Estate is not a party to this agreement and accepts no responsibility for the content, accuracy or consequences. This template is provided for guidance purposes only. The parties themselves remain responsible for obtaining legal advice.

Signing

Signed in duplicate at: _____
Date: ____ / ____ / _____

Landlord:

Name: _____
Signature: _____

Tenant:

Name: _____
Signature: _____