



COMMERCIAL LEASE / RENTAL AGREEMENT

Commercial Lease Agreement (Office, Business Space and Other Article 7:230a BW Premises)

This Agreement is intended to govern the lease of business premises qualifying as other commercial premises under Article 7:230a of the Dutch Civil Code. Where any provision of this Agreement conflicts with mandatory Dutch law, the mandatory provisions of Dutch law shall prevail.

(Model Flex Estate - template only. Flex Estate is not a party to this agreement.)

THIS AGREEMENT

is entered into on the date of signature below by and between:

1. Landlord

Name: _____

Address: _____

Postcode & City: _____

Chamber of Commerce number (if applicable): _____

Telephone: _____

Email: _____

Initials tenant: _____

| Initials Landlord: _____

2. Tenant (Company or Independent Entrepreneur)

Company name: _____
Legal form: _____
Chamber of Commerce number: _____
Registered business address: _____
Postcode & City: _____
Authorised representative: _____
ID (type + number): _____
Telephone: _____
Email: _____

Landlord and Tenant are hereafter individually referred to as a **“Party”** and jointly as **“the Parties.”**

3. Definitions

For this Commercial Lease Agreement, the following terms apply:

- **Premises:** the commercial unit described in Article 4.
- **Building:** the entire property of which the Premises form part.
- **Commencement Date:** the date on which the lease enters into force.
- **Business Activities:** the activities the Tenant is permitted to conduct.
- **Service Charges:** additional charges for services or facilities.
- **Inspection Report:** the condition at the start of the lease, signed by both Parties.
- **Structural Elements:** roof, foundation, exterior walls, main installations.
- **Minor Maintenance:** everyday non-structural maintenance inside the Premises.

Initials tenant: _____

| Initials Landlord: _____

4. Description of the Premises

4.1 Landlord leases to Tenant the following commercial premises:

Address: _____

Postcode & City: _____

Floor(s): _____

Usable floor area (NEN 2580): _____ m²

Type (office / retail / warehouse / hospitality / studio / other): _____

Included facilities (parking, storage, loading area, etc.): _____

The Parties expressly declare that the Premises do not constitute business premises as referred to in Article 7:290 of the Dutch Civil Code. This Agreement is intended to qualify as a lease of other business premises under Article 7:230a of the Dutch Civil Code.

4.2 The Premises are delivered in the condition recorded in the **Inspection and Delivery Report** signed by both Parties.

4.3 If no inspection report is prepared, the Premises are deemed delivered in **good, clean, safe, and usable condition** at the start of the lease.

4.4 Tenant accepts the Premises “as is,” except for repairs expressly agreed by Landlord.

5. Purpose and Permitted Use

5.1 The Premises may only be used for the following activity:

Authorized business activity:

5.2 Any change of use requires prior written consent from Landlord.

5.3 Tenant must comply with all applicable legal requirements, including:

- zoning and municipal regulations
- environmental and occupational health (Arbo) requirements
- fire safety and hygiene rules
- industry-specific permits
- any hospitality or operating permits, if applicable

Initials tenant: _____

| Initials Landlord: _____

5.4 Tenant may not use the Premises for:

- illegal activities
- activities creating excessive noise, vibration, odour, or danger
- storage of hazardous substances without a permit
- residential use or providing accommodation
- activities that increase building insurance premiums

5.5 Tenant is solely responsible for obtaining and maintaining all required permits.

6. Duration

6.1 The lease commences on: ____ / ____ / ____

6.2 The lease is agreed for:

☐ **Fixed term until** ____ / ____ / ____

☐ **Indefinite term**

6.3 A fixed-term lease ends on the agreed end date, unless the Parties agree otherwise or mandatory provisions of Dutch law require continuation of the lease.

6.4 If Tenant continues to use the Premises after expiry with Landlord's consent, the Agreement converts into an indefinite-term lease.

6.5 Termination procedures are governed by Article 17.

7. Rent, Payment Terms and Indexation

Service charges are paid as an advance. Landlord shall provide an annual statement showing the actual costs. Any difference shall be settled within 30 days after the statement has been provided.

7.1 **Monthly base rent (excl. VAT):** € _____

7.2 **Monthly service charges:** € _____

7.3 **VAT (if applicable):** € _____

7.4 **Total monthly amount:** € _____

☐ Rent is subject to VAT.

☐ Rent is exempt from VAT.

Initials tenant: _____

| Initials Landlord: _____

7.5 Rent must be paid **monthly in advance**, no later than the **first day of each month**, to the following bank account:

IBAN: _____

Account holder: _____

7.6 If Tenant fails to pay on time:

- If payment is not received by the due date, Tenant shall be in default without further notice, unless mandatory law requires a notice of default.
- statutory commercial interest becomes due
- all reasonable extrajudicial collection costs are payable
- Landlord may suspend services
- repeated late payment constitutes material breach

7.7 **Indexation:** Rent is adjusted annually on **1 January** based on the **Consumer Price Index (CPI)** published by Statistics Netherlands (CBS).

8. Security Deposit

8.1 Tenant shall pay a security deposit of: € _____

8.2 The deposit secures the performance of Tenant's obligations, including:

- outstanding rent or service charges
- repair of damage to the Premises
- fulfilling contractual obligations

8.3 The security deposit shall be returned within 30 days after the final inspection and settlement of all outstanding obligations, less any lawful deductions.

8.4 The deposit is not considered prepaid rent.

Initials tenant: _____

| Initials Landlord: _____

9. Maintenance Obligations

9.1 Tenant Responsibilities

Tenant is responsible for:

- minor and internal maintenance
- interior of windows, doors, frames and glazing
- light fixtures, switches, sockets, taps
- cleaning of the Premises
- safe and proper operation of equipment
- repairing any damage caused by Tenant or third parties acting on

Tenant's behalf

Tenant must:

- keep the Premises clean and orderly
- ventilate and maintain safe conditions
- immediately report leakage, defects, or hazards

9.2 Landlord Responsibilities

Landlord is responsible for:

- structural elements (roof, foundation, exterior walls, load-bearing parts)
- main electrical, heating, and plumbing installations
- maintenance of common areas
- central fire safety systems

9.3 Failure to Report

If Tenant fails to report defects and this causes additional damage, Tenant is liable for the resulting costs.

9.4 Additional Maintenance Responsibilities

Unless otherwise agreed in writing:

- Tenant is responsible for the routine maintenance and servicing of air-conditioning units, ventilation systems, interior lighting, alarm systems, roller shutters, plumbing blockages caused by Tenant's use, and any equipment installed by Tenant.

Initials tenant: _____

| Initials Landlord: _____

- Landlord remains responsible for structural repairs and replacement of major building installations, unless damage has been caused by Tenant.

10. Service Charges and Utilities

10.1 Service charges may include:

- cleaning of common areas
- maintenance of shared installations
- electricity consumption in common areas
- security services
- administration fees

10.2 Tenant must independently arrange and pay for:

- gas, water, electricity
- heating and ventilation
- telephone and internet
- waste collection (unless included)
- municipal user taxes

10.3 Excessive or irresponsible consumption may be charged to Tenant.

11. Alterations, Fit-Out Works and Installations

11.1 Structural changes require prior written consent from Landlord.

11.2 Non-structural alterations (fit-out works) are permitted only if:

- they comply with fire and safety regulations
- they do not damage the structure
- Tenant removes them at the end of the lease if requested

11.3 At the end of the lease, Landlord may require Tenant to:

- remove all installations
- restore all changes to original condition

Initials tenant: _____

| Initials Landlord: _____

12. Insurance

12.1 Landlord insures the Building against fire and storm damage.

12.2 Tenant must maintain the following insurance policies:

- business liability insurance
- inventory and equipment insurance
- fire and water damage resulting from Tenant's activities
- business interruption insurance (recommended)

12.3 Damage to the Building caused by Tenant or Tenant's equipment is fully Tenant's responsibility.

13. Liability

13.1 Landlord is not liable for:

- business losses or loss of profit
- consequential or indirect damages
- failures or interruptions of utilities supplied by third parties
- theft or loss of Tenant's property

13.2 Tenant is liable for:

- all damages caused by Tenant or persons allowed into the Premises
- improper or hazardous use
- fires, leaks or water damage caused by Tenant's installations

14. Subleasing and Assignment

14.1 Subleasing, assignment or shared use is prohibited without written consent from Landlord.

14.2 Landlord may refuse consent without giving reasons.

14.3 Approved subletting must comply fully with this Agreement.

Initials tenant: _____

| Initials Landlord: _____

15. Landlord's Right of Access

15.1 Landlord may enter the Premises for:

- inspection
- repairs and maintenance
- compliance with legal obligations
- showings to prospective tenants or buyers

15.2 Except in emergencies, Landlord shall provide reasonable notice.

15.3 Emergency access may occur without prior notice.

16. Compliance and Permits

16.1 Tenant must obtain, maintain and comply with all required:

- business licences
- operational permits
- environmental and safety certificates
- hospitality/exploitation permits (if applicable)

16.2 Failure to maintain required permits constitutes material breach.

17. Termination

17.1 **Fixed-term agreements** end automatically on the end date unless renewed.

17.2 Unless otherwise agreed, an indefinite-term lease may be terminated by either Party with at least three months' written notice, subject to mandatory provisions of Dutch law.

17.3 Immediate termination by Landlord is allowed in cases of:

- serious breach of contract
- criminal or illegal activity
- persistent non-payment
- unsafe or hazardous activity
- loss of essential permits
- causing structural damage

Initials tenant: _____

| Initials Landlord: _____

18. Handover at the End of the Lease

18.1 A final joint inspection will take place.

18.2 Tenant must return the Premises:

- clean, empty, and broom-swept
- in original condition (normal wear and tear excepted)
- with all Tenant installations removed if requested
- with all keys returned immediately

18.3 Items left behind may be disposed of by Landlord at Tenant's expense.

19. Force Majeure

19.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure results from circumstances beyond its reasonable control, including but not limited to fire, flooding, natural disasters, war, government measures, pandemics, strikes, or prolonged interruptions of utilities.

19.2 The affected Party shall notify the other Party as soon as reasonably possible.

19.3 If the force majeure situation continues for more than sixty (60) consecutive days, either Party may terminate this Agreement by written notice, unless mandatory Dutch law provides otherwise.

20. Transfer of Ownership

20.1 If the Building is sold or transferred, the lease automatically continues with the new owner under **Article 7:226 of the Dutch Civil Code**.

21. Governing Law and Disputes

21.1 Dutch law applies to this Agreement.

21.2 Parties shall first attempt to settle disputes amicably.

21.3 If unresolved, disputes shall be submitted to the competent Dutch court in the district where the Premises are located.

Initials tenant: _____

| Initials Landlord: _____

22. Final Provisions

22.1 Amendments are valid only if in writing and signed by both Parties.

22.2 If any provision is invalid, the remainder stays fully effective.

21.3 Privacy The Parties shall process personal data exchanged in connection with this Agreement solely for the purpose of concluding and performing this Agreement and in accordance with the General Data Protection Regulation (GDPR) and applicable Dutch privacy legislation.

22.4 Flex Estate is not a party to this Agreement and bears no liability; this template is provided for assistance only.

SIGNATURES

Signed in _____

On ____ / ____ / ____

Landlord:

Name: _____

Signature: _____

Tenant:

Name / Company: _____

Signature: _____

Initials tenant: _____

| Initials Landlord: _____

Attachments

The following documents form part of this Agreement where applicable:

- ☐ Inspection & Delivery Report
- ☐ Inventory List
- ☐ Floor Plan
- ☐ Energy Label (if applicable)
- ☐ Keys Handover Form

Initials tenant: _____

| Initials Landlord: _____