
General Rental Conditions

Independent living space (liberalised)

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GENERAL

Article 1 – Introductory provisions

1. These General Rental conditions concerning the housing complex **Linnaeusstraat 35F** in Amsterdam shall be referred to as 'General Rental Conditions'. The content of these General Rental Conditions is part of the rental contract. The landlord and tenant must therefore comply with the conditions and provisions set forth within these General Rental Conditions.
2. Supplementary conditions may also apply alongside these General Rental Conditions. These supplementary conditions will, in that case, be set out in writing. The supplementary conditions may be agreed upon signing of the rental contract but also thereafter.
3. If part of the rental contract or these General Rental Conditions are found to be invalid or null and void, the other articles shall remain in force. Instead of the invalid or null and void section, the tenant and landlord shall agree to a provision that is as similar as possible, in law, to the previous agreement between the parties with respect to the invalid or null and void provision.
4. If the content of the rental contract deviates from the content of these General Rental Conditions, the provisions that are set forth within the rental contract shall prevail. In the event of conflict between articles, the order of importance is as follows:
 1. the rental contract;
 2. the supplementary conditions;
 3. the General Rental Conditions.
5. The tenant and landlord cannot deviate from the content of the rental contract, the supplementary conditions, and these General Rental Conditions if they have been agreed in writing.
6. In cases where the rental contract, the supplementary provisions and/or the General Rental Conditions are not provided, the appropriate legal provisions shall apply. As and when necessary, the parties shall enter into a reasonable agreement, in good faith, regarding these cases.

CONTRACTED PARTIES

Article 2 – Tenant and family members

1. The tenant as set forth in the salutation of the rental contract is liable for the fulfilment of the obligations arising from the rental contract.
2. Persons who are members of the tenant's family ('members of the household') may only live in the rented object with the written permission of the landlord. The landlord must be notified in writing of every change in marital/familial status.
3. The tenant is responsible for ensuring that the members of his family and other householders comply with the obligations arising from the rental contract, supplementary conditions and these General Rental Conditions and the tenant is responsible and liable for the conduct of these individuals.

Article 3 – Contractual co-tenancy

1. Tenants, as indicated in the salutation of this rental contract and collectively referred to as: 'tenant' each have independent and full rental rights that they simultaneously exercise with respect on one another's rights.
2. Each of these tenants is severally liable for prompt payment of the full rental price and the advance payment for goods/services provided and also for all other obligations for them and for the other tenant(s) arising from the rental contract, supplementary conditions, the General Rental Conditions and the law.
3. An individual who enters into a rental contract with one or more other tenants shall not rescind their status as tenant by definitively leaving the rented object. He shall remain severally liable for the obligations arising from the rental contract. A contractual co-tenant may only terminate the rental contract together with the other tenants. If the landlord, however, agrees to the termination of the rental contract by one or more tenants, the remaining tenant(s) shall remain liable for the obligations arising from this rental contract and the law.
4. In order to terminate the contract for all tenants, the termination by the landlord must be applied to each tenant individually. If the termination applies to one or several of them, the contract shall continue to apply, unaltered, to the other tenants.

Article 4 – Legal co-tenancy

1. When entering into a rental contract, tenant must inform the landlord of whether he is married or in a registered partnership. The tenant shall provide the details of the person to whom he is married or with whom he has a registered partnership to the landlord, and also provide a copy of a valid identification document. Any person to whom the tenant is married or with whom he has a registered partnership and whose principal residence is the rented object shall be automatically considered a co-tenant, in law. This co-tenant has the same rights and obligations as the tenant and is severally liable vis a vis the landlord for all obligations arising from the rental contract and the law.
2. According to the law, cohabitation without marriage or a registered partnership shall not be regarded as co-tenancy. This shall be regarded as 'subtenancy' and articles 5 and 11 of these General Rental Conditions shall apply.
3. Should the tenant marry or enter into a registered partnership after entering into the rental contract, and this partner's principal residence is the rented object, the tenant must notify the landlord in writing, providing the personal details of his partner. In that case, permission to cohabit is not required as the law considers the spouse or registered partner to be the legal co-tenant.
4. If the rental right of the tenant is terminated as a result of divorce, legal separation or the termination of a registered partnership, the tenant, must legally inform the landlord of this termination in writing and immediately after the relevant legal order becomes irrevocable. Until the tenant provides this notification, he is liable vis a vis the landlord for compliance with all obligations arising from the rental contract. If the co-tenant continues the rental contract as tenant, the landlord must be notified of this immediately, in writing.
5. If the tenant dies, the co-tenant must notify the landlord of this immediately, in writing. In the event of death or the tenant terminating the rental contract in law, the co-tenant shall continue the rental contract.

Article 5 – Cohabitation

1. If the tenant wishes to cohabit with the intention of establishing a collective household in the long-term in the rented object, the tenant must obtain the express permission of the landlord to do so.
2. The tenant must make his request for cohabitation in writing and with justification. The request must be accompanied by a copy of a valid identification document and an excerpt from the register of births, deaths and marriages for the person with whom the tenant wishes to cohabit. The landlord may request further information, set additional conditions or refuse the request to cohabit. Whether or not permission is granted is a decision for the landlord alone.
3. Rights cannot be derived from permission to cohabit. In addition, the involved persons may not invoke rental rights to the rented object. Permission to cohabit shall not, therefore automatically lead to status as a co-tenant.
4. If the cohabitation arrangement lasts two years, a written request for co-rental may be submitted; if permission is granted, there shall be a tenant and co-tenant, both of whom shall have the same rights and obligations as the tenant. The provisions of article 3 of these General Rental Conditions shall then apply to this contractual co-tenant.

START OF THE RENTAL CONTRACT

Article 6 – Provision and acceptance of the rented object

1. The landlord shall make available the rented object on the start date of the rental contract, unless this is not a working day. If the rented object is provided to the tenant later than the start date due to circumstances that cannot be attributed to the landlord, including, but not limited to circumstances whereby the previous tenant has not vacated the rented object (on time), the landlord has not obtained the requested permits in good time, or as a result of the rented object not being ready on time, this later date shall be considered as the agreed start date and there shall be no case of any shortcoming with respect to the landlord. If the landlord cannot provide the rented object on time, the landlord shall immediately take measures to ensure further delays are kept to a minimum.
2. Prior to or at the start of the rental contract, a description of the rented object shall be drawn up between landlord and tenant, with a photographic record if needed. At the start of the rental contract, the rented object shall be provided to the tenant and thus accepted in good condition, without any defects.
3. The description shall set out the condition of the rented object and detail the corresponding facilities. The position of the utility meters will be recorded.
4. The tenant states that the rented object is clean and empty at the start of the rental contract, with the exception of items taken over from or changes made by the previous tenant. Once the rented object has been provided, any items taken over from and/or changes that have been made by the previous tenant (and which are not part of the standard fittings) shall be regarded as the property of the tenant or as modifications that have been made by the tenant himself. Items and/or changes made by the previous tenant (including soft furnishings) are accepted at the risk of the tenant, without any rights to pass this risk onto any subsequent tenant. The provisions of article 22 of these General Rental Conditions shall apply to the accepted items.
5. Landlord and tenant shall each receive a copy of this description, signed by both parties.

6. The tenant may use the communal areas as set forth in articles 13 and 16 of these General Rental Conditions. This includes, among other things: stairwells, lifts, cellars, attics, garages, back paths, storage areas, galleries, gardens, courtyards, meeting rooms, laundry, bicycle storage, as long as the tenant shares the use of these areas with other residents of the building.

Article 7 – Principal residence and purpose

The tenant must make the rented object his principal residence and use this as a genuine living area. A principal residence involves the tenant being registered in the Municipal Personal Records Database at the address of the rented object, continuously living and sleeping in the rented object, receiving post at this address, furnishing the rented object with furniture, etc. If a tenant fails to use the rented object for a consecutive period of 3 months, it shall no longer be considered to be the principal residence.

SUPPLY OF GOODS AND SERVICES BY LANDLORD

Article 8 – Supply of goods and services by landlord

1. The tenant shall pay a monthly advance for the cost of utilities via an individual meter (payment for the supply of electricity, gas and water for consumption in the living area of the rented object) and a fixed amount as payment for other goods and services provided by landlord in relation to residing in the rented object (service costs). Article 3 of the rental contract contains a summary of the goods and services to be provided by the landlord. In relation to the purchasing benefits which correspond to buying goods and service for all tenants ('collective purchasing package') from third parties, the tenant must take the supplies and services detailed in Annex 3 of the rental contract.
2. The rented object is part of a residential building and the supplies and services impact upon the other residents and collective areas therein. The landlord shall organise the tenant's share in a reasonable manner. The landlord shall not take into account whether or not the tenant makes use of one or more of these supplies.
3. The landlord shall provide the tenant, at the latest 6 months after the end of the calendar year, with a summary of the utilities costs (electricity, heat and water) charged by the landlord via the individual meter and service costs and the utility costs (electricity, heat and water) for the municipal areas, the tenant's share of these costs and a statement of the calculation method used. If the landlord is subjected to charges that do not cover a calendar year, but another period, the landlord shall include these costs for the other period in the specific summary.
4. If the rental contract is terminated during the year, the summary as indicated in section 3 shall relate to the period of the calendar year that had already passed at the moment of termination. It is the responsibility of the leaving tenant to inform MovArtProductions about their new contact details/residency address.
5. Any amount that, according to the summary mentioned in section 3 for the relevant period and taking into account the advance payments, has been overpaid or underpaid by the tenant to the landlord, must be paid or refunded within one month of the issue of the summary (even if the tenant does not agree with the summary or has questions in this regard).
6. If required, the landlord will offer the tenant an opportunity to review the accounts that form the basis of the summary and any other relevant business documents or reports, for two months after the summary has been issued.

7. In the month that follows the month in which the summary mentioned in section 3 is issued, the landlord may:
 - a) increase/change the monthly advance payment and the fixed payment, as long as this is stated on the summary or the tenant is informed in writing by the landlord;
 - b) change the calculation method for the advance payments;
 - c) change/expand the scope of supplies and services.The tenant is bound by the aforementioned change(s), and shall agree with the subsequent costs, as long as the interests of the landlord with respect to the change and/or expansion/reduction are such that the tenant, taking account of both parties interests, cannot reasonably withhold his consent and the landlord has informed the tenant of the expansion/reduction in good time.
8. The utilities costs (electricity, heat, water) via the individual meter (the payment for the supply of electricity, heat and water for consumption in the living area in the rented object) shall be set on the basis of consumption meters. If, as a result of these meters not functioning or not functioning correctly, a dispute arises regarding the tenant's share of the costs for consumption, the share shall be set by a company that specialises in measuring and setting levels of consumed gas, electricity, heating and water. This shall also apply to damage, destruction or fraud in relation to meters, without prejudice to all other rights of the landlord in this regard vis a vis the tenant, such as the right to repair or renewal of the meters and compensation for any damages suffered.
9. The costs for entering into a contract for the supply and rental of a meter for water, gas, electricity and other energy, as well as the costs linked to the supply of images, sound and other signals are for the account of the tenant if these costs are charged to the landlord by the supplier. The tenant must abide by the regulations and instructions from the relevant bodies and must facilitate on his account the installation and reading of meters. Fines, expenses and damage caused by or owed as a result of the tenant contravening instructions with regard to these facilities shall be charged to the tenant.
10. The landlord shall not be liable for any interruptions in supply or the quality of the water, heat and electricity. This exclusion of liability also applies to telephone, internet, central aerial, alarm systems and all other things that the tenant is provided/supplied with by third parties.

PAYMENT OBLIGATIONS, NON-PAYMENT AND FINES FOR LATE PAYMENT

Article 9 – Charges and other costs

1. Unless prohibited under law or as a result of the subsequent regulations, the following shall be for the account of the tenant, even if the landlord is involved:
 - a) property tax, waste charges and land draining rates as long as these charges relate to actual use of the rented object and the actual co-use of the communal areas;
 - b) environmental charges, including the decontamination charge for surface water and the purification charge for waste water and fees or taxes in relation to any other environmental act, as well as sewerage charges;
 - c) other existing or future taxes, sufferance dues, costs, charges, retributions for the rented object and/or in relation to the tenant's affairs.
2. If the charges, taxes, retributions or other costs for the account of the tenant are collected by the landlord, they must be paid by the tenant upon first written request to landlord, within the set payment term.

Article 10 – Payment of cash sum and fine clause for late payment

1. The payment of the price owed, as set forth in article 4 section 1 of the rental contract, is owed by tenant to landlord in one advance payment and must be paid to the landlord's account before the first day of the calendar month to which the payment relates. The set day shall be a statutory limit, i.e. the tenant shall be in default once the period in which the price should have been paid to the landlord has passed.
2. With respect to payment of the price, the tenant may not request a suspension, discount, deduction or settlement or implement a suspension, discount, deduction or settlement, unless as intended in article 206, section 3 of Book 7 of the Dutch Civil Code (landlord's default when remedying deficiencies to rented object).
3. A payment by the tenant shall serve to settle the oldest amount owed by tenant to landlord.
4. In each instance of the tenant failing to pay the full amount of the cash sum on time, he shall owe 1% interest per month on the amount that has not been paid, from the expiry date until the day when this amount is paid in full. In this context, part of a month shall be considered a whole month.
5. The tenant must pay the extra-judicial costs to the landlord if, after a written reminder has been issued by the landlord, the tenant remains in default with respect to payment of the outstanding amount. The extra-judicial costs shall be set at at least 10% of the outstanding amount, with a minimum of € 150, to be increased by VAT if a competent person/lawyer is engaged with respect to collecting the amount.

USE AND PROHIBITORY CLAUSES

Article 11 – Ban on subletting, offering for use, subtenancy

1. The tenant is not permitted to fully or partially sublet the rented object, provide for rental or offer for use to third parties, including via subtenancy or cohabitation.
2. The ban on sub-letting or offering for use also expressly applies to (entirely or partially) subletting or offering for use part of the rented object to third parties or doing so for a short period. An example of this is the provision of the rented object or a part thereof as a holiday home, for short-stays, Airbnb, bed and breakfast or as lodgings. This summary is not exhaustive.
3. Verbal consent is not regarded as consent.
4. The tenant must set out the request for entire or partial subletting or offering for use, including subtenancy, in writing and with the appropriate justification. The request must be accompanied by a copy of a valid identification document and an excerpt from the register of births, deaths and marriages, with address history, for the person to whom the tenant wishes to sub-let or offer the rented object for use. The landlord may request further information, set additional conditions or refuse the request to sublet. The decision to permit entire or partial subletting or offering for use of the rented object is made exclusively by the landlord.
5. Rights cannot be derived from a subtenancy being permitted. In addition, the involved persons may not invoke rental rights to the rented object. Permission to accept subtenants shall not, therefore automatically lead to their status as co-tenant(s).

6. If the tenant, without written permission from the landlord, sublets the rented object, offers it for rental or provides it for use to third parties (e.g. subtenancy, short-stay, airbnb, bed and breakfast), the tenant shall owe an immediately recoverable fine of € 1,000, to be increased by € 500 for every calendar day that this violation continues, with a maximum of € 15,000 and tenant must pay all income received for this subletting/offering for use to landlord, without prejudice to the landlord's right to claim additional compensation for damages.
7. If the tenant contravenes this article, this constitutes a shortcoming in relation to compliance with the rental contract and shall enable the landlord to immediately annul the contract.
8. If the landlord has reason to suppose that the tenant is subletting or offering the rented object or part thereof for use, as set forth in this article, without permission from the landlord, the tenant shall be obliged to cooperate with the landlord's investigation into this matter. If requested, the tenant must also provide the personal details of the user(s) or subtenants.

Article 12 – House exchange

If a tenant wishes to invoke article 270 of Book 7 of the Dutch Civil Code and exchange a residence, parties shall establish that this may be refused if a tenant has been residing at the location for less than one year and/or the new tenant does not belong to the target group for which the rented object is provided and/or cannot guarantee that he shall rent the object for at least a year. The new tenant must also fulfil the conditions relating to the residence, such as income, household size and age if this concerns younger people or students.

Article 13 – User instructions

General

1. The tenant shall genuinely use the rented object throughout the entire duration of the rental contract in an appropriate manner and as a residential area for him and the members of his family, as his principal residence.
2. The tenant shall use the rented object taking into account the authorities, fire service and utility companies' (businesses that supply, transport and measure the consumption of energy, gas and similar) requirements (set now and in the future) with respect to the use of the rented object.
3. The tenant shall furnish the rented object appropriately during the full term of the rental contract.
4. The tenant shall conduct himself according to the verbal or written instructions provided by or on behalf of the landlord, in the interests of the appropriate use of the rented object and communal areas, installations and facilities in the building which accommodates the rented object.
5. The tenant must keep the rented object and all of the corresponding rooms clean and well ventilated throughout the duration of the rental contract. This in order to prevent the accumulation of dirt, damp problems and vermin.
6. The rented object is intended to be used as a 'residential area'. The rented object may not be used for any other purposes, unless the landlord has consented to this on the basis of a written statement. The tenant is not permitted, in any way, to advertise commercial activities etc. for him and/or others, unless the landlord has consented to this in writing. The use of the rented

object (entirely or partially) or any communal areas, or a part thereof, for commercial activities shall constitute a violation of this ban.

7. The tenant is not permitted to use the storage areas, garage, etc. which correspond to the rented object for storage other than for his own, non-commercial storage; as a workshop or sales area; or otherwise hold sales in or near these areas.
8. The tenant shall regularly put out his household waste for collection at the appropriate time and place. Large household waste and (small) chemical waste must be taken to the relevant disposal facility by the tenant. More information can be found on www.Amsterdam.nl/afval. Waste may not be stored in the rented object (this includes the balcony), the belonging spaces and/or municipal areas including hallways and the curb, the corresponding areas and/or communal spaces. If this occurs, the landlord is entitled to have the waste removed, at the cost of the tenant.
9. Grease may not be discharged down the sink or placed in an open container, in the household waste. If there are violations of the above, the landlord shall have the waste removed without prior notification. The costs of this removal process shall be recovered by the landlord from the tenant.

Instructions with respect to rented object

10. The rented object may not be used contrary to good manners or public order, e.g. by providing an opportunity for gambling, the production/processing and/or trading of (soft) drugs, and/or prostitution.
11. The rented object or its surroundings may not be used, offered for use or used by third parties, in any capacity, as a cannabis nursery or a nursery for other plants or fungi that can be used as a raw material for drugs and/or hallucinogenic substances or any other activities that are criminal offences under the Opium Act. In this context, the ownership of more than five cannabis plants in the rented object shall be considered to be a (commercial) cannabis nursery. The presence of such a cannabis nursery - or similar plants or fungi - shall constitute a shortcoming in terms of compliance with the rental contract by the tenant and shall enable the landlord to immediately annul the rental contract. The tenant is also prohibited from owning, trading, producing or using (in a group) any quantity of khat, soft drugs, hard drugs or other narcotics that exceeds the statutory limits or allowing these to be used in the rented object or the communal areas, or parts thereof, or in the immediate vicinity of the rented object. The tenant is aware that contravening the above could lead to issues such as pollution and vandalism, and that the landlord will proceed to immediate cancellation of the rental contract. In the event of violating this ban, the tenant shall also owe an immediately recoverable fine of € 2,500 to be increased by € 500 for every calendar day that this violation continues with a maximum of € 20,000, without prejudice to the landlord's right to also claim additional compensation for damages.
12. Flammable and/or explosive substances, large quantities of fireworks and other items that may pose a risk to the safety of persons and goods in and around the building may not be kept in the rented object.
13. Changes may not be made to the electrical installation and/or other installations in the private areas of the rented object.
14. Open fires are not permitted in or around the rented object.

15. A mechanical extractor fan may not be attached to the pipe from the central extraction system (if available).

Communal areas

16. The following areas are considered to be communal areas: stairwells, lifts, cellars, attics, garages, laundry, back paths, storage areas, galleries, gardens, courtyards, meeting rooms.
17. Roofs, cellars and other areas that are not available for regular use may not be accessed. The ramp may only be used to reach the bicycle storage and laundry, or to enter/leave the studio.
18. The communal areas must be kept clean, safe and freely accessible. No items whatever may be left, stored, or hung there, e.g. furniture, (motorised) bicycles, scooters, wheelchairs, walking frames, cabinets, plants, newspapers, equipment, (aircon) installations, sound and image equipment, art objects, shopping trolleys, children's buggies, waste containers, waste tubs and/or bags, or similar. Evacuation routes must always be kept clear of obstacles. **Exceptions** include the storage areas for bikes in the basement. Every tenant may store a maximum of 1 bicycle at the appropriate place. Bicycles may not be stored next to or secured to the façade.
19. The tenant shall refrain from contaminating or damaging the communal areas in any way, including the placement of information or other images. The tenant that contravenes the above shall be tasked by the landlord to remove the items. The landlord can engage professionals if the cleaning process carried out by the tenant is deemed by the landlord to be inadequate. The costs of this cleaning process shall be recovered by the landlord from the tenant.
20. With respect to trees and shrubs, the tenant must abide by the 'neighbourhood law' as set out in Book 5 of the Dutch Civil Code.
21. A no-smoking policy applies to all communal areas, both inside as outside. Cigarette butts cannot be thrown out of the windows or be thrown on the ground near the entrance area. Landlord is allowed to, after a warning, remove the cigarette butts at the costs of tenant.
22. When using the communal areas which correspond to the rented object, the tenant must respect the rights of the other tenants and surrounding residents.
23. With the exception of moving house, the lifts may not be used to move goods, unless express, written permission has been granted by the landlord. When moving house, the lift may not be blocked for extended periods. The tenant must ensure that the lift is protected from damage when being used for the above purposes. In addition, the tenant must give others the opportunity to use the lift when moving house.
24. The tenant is not permitted to keep animals on or in, or to install animal shelters in communal areas.
25. The tenant is not permitted to secure or hang lighting, banners, flags, advertisements, decorations, aerials, satellite dishes, cameras, solar panels, sun-blinds, plant containers, washing, and any other equipment or items to/from the outside façades/balustrades, the balcony/gallery, roofs, guttering, service areas, stairwells and other communal areas, or throw items to the ground. Barbecues are also not permitted on the balcony that corresponds to the rented object or in/on the communal areas.

Safety

26. The tenant must keep doors and windows closed and ensure that access to the building is denied to unauthorised persons.
27. The tenant must abide by the safety instructions and regulations at all times.
28. Safety facilities and signs in and around the building must not be amended, blocked, removed or otherwise changed.
29. The tenant shall refrain from using emergency facilities except for in emergencies.
30. The tenant must inform the landlord immediately if he is aware of any defective or inadequate safety facilities in the building, whatever these may be.
31. The tenant shall not use or store hazardous substances (in quantities of over ten litres) in the rented object or the corresponding areas.

Pets

32. Pets or native animals may not be kept.

Noise pollution

33. Between 23.00 and 07.00, also at weekends and on recognised bank holidays, activities that create noise, such as drilling, hammering and sawing, and the disruptive use of sound equipment, TVs and musical instruments are prohibited, without affecting the obligation of every tenant to prevent noise that could be considered excessive outside of these times. Machines in the laundry area may not be used between 23.00 and 07.00. The garden and the ramp are also out of bounds during these times, except for securing bicycles/collecting bicycles or entering/leaving studios.
34. The tenant shall ensure that musical instruments are played in a manner such that neighbours are not subjected to any unreasonable disruption. The tenant must take account of any facilities and/or limits implemented by the landlord.

Floors and walls

35. The tenant may not paint the ceiling or allow it to be painted. If the tenant wishes to paint the ceiling white, he must submit a written request to the landlord. The landlord shall request a quote from his painter and notify the tenant of the cost. Once the tenant has agreed in writing to bear these costs, the landlord shall engage his painter to paint the ceiling white. This will take place in consultation, on workdays between the hours of 07.00 and 16.00.
36. Floor coverings (parquet, laminate, linoleum, tiles, etc.) or carpet may not be laid in the rented object.
37. The use of wall coverings (hard or soft), wallpaper or similar is not permitted in the rented object.
38. The wooden wall covering (chipboard) in the rented object may not be painted.
39. If an inspection by the landlord uncovers violations of the above provisions, and that a floor or wall covering has been installed or that the chipboard has been painted, the tenant must remove this

and repair any damage, on his own account and risk. If the tenant fails to fulfil this obligation, the landlord shall recover the costs of removal and repair from the tenant.

Data communication

40. Every tenant shall refrain from disrupting the (wireless) data provisions of other tenants in the building.
41. If there is suspected disruption as set out in the section above, the landlord may initiate an expert investigation of his own volition, or do so upon request. If the investigation demonstrates disruption as set out in the first section, which is caused by the tenant, the tenant must rectify this issue immediately on his own account and risk. The costs of the investigation shall then also be charged to the tenant who caused the disruption.

Other stipulations

42. The tenant must ensure that those living in the immediate vicinity do not suffer interruptions or inconvenience due to him, his fellow householders, pets or third parties who find themselves in or around the rented object and/or communal areas at his request.
43. The tenant is also prohibited from causing any inconvenience to other residents or third parties in the immediate vicinity of the rented object, whether or not this concerns a public space. The tenant must conduct himself as a good tenant with respect to other residents, employees of the landlord and/or third parties engaged by the landlord. Physical or verbal violence, intimidation, aggression, or other deviant behaviour shall lead to appropriate (judicial) measures vis a vis the tenant, that could result in the immediate termination of the rental contract.
44. If the tenant is inconvenienced by a fellow resident who is also a tenant of the landlord (and this issue constitutes a violation in the sense of article 7:204 of the Civil Code), before the landlord can be asked to intervene in order to bring the issue to a halt, the tenant must submit a written report to the landlord, providing the identity of the perpetrator, a description of the issue and the times at which this issue has occurred, and also address the perpetrator regarding their behaviour. A dispute between neighbours does not constitute nuisance in the sense of article 204 of Book 7 of the Dutch Civil Code.

Article 14 – Access to the rented object

1. The tenant shall cooperate and consent to access being gained by the landlord to the rented object so that:
 - a) checks can be made by landlord on compliance with the tenant's obligations arising from the rental contract, supplementary and General Rental Conditions;
 - b) work can be carried out or meters read by or on behalf of the landlord;
 - c) viewings can be conducted by or on behalf of the landlord in relation to renting and/or selling the rented object.
2. The term 'landlord' is also understood to mean persons acting on the landlord's behalf, as long as they can demonstrate that they represent the landlord.

MAINTENANCE/RENOVATION/SELF-MADE CHANGES

Article 15 – General maintenance

The following provisions indicate what maintenance must be carried out and which party shall bear the corresponding costs.

Article 16 – Maintenance by landlord

1. Upon request by the tenant, the landlord must rectify defects affecting the rented object, unless this is impossible or is such that the expenditure that is required cannot be reasonably borne by the landlord or, according to the law, the rental contract or general usage, should be for the account of the tenant.
2. The tenant's request for the restoration or repair of a defect must be made to the landlord in writing, or via (the appropriate form on) the internet, with a precise description of the issue.
3. Defects must be repaired within a reasonable period, as determined by the landlord. This will be set on the basis of the nature of the issue and the circumstances, such as the season, etc.
4. If this relates to facilities that were installed by a previous tenant and which fall under the landlord's maintenance remit, the landlord shall maintain or repair these to a standard level, as determined by the landlord.

Article 17 – (Urgent) work and renovation by landlord

1. The tenant shall permit all (urgent) work which affects the rented object or adjoining dwellings or the central facilities to be carried out and shall extend his full cooperation. In addition, the tenant shall carry out all of the necessary processes in order to enable the landlord to carry out the (urgent) work.
2. The tenant is not entitled to a reduction in the rental price or compensation for damages as a result of urgent or less urgent work, (major) maintenance or renovations being carried out.
3. If the landlord wishes to renovate the complex which includes the rented object, entirely or partially, or carry out major maintenance, the tenant shall extend his full cooperation. If the renovation or major maintenance leads to a higher rental price and/or service costs, the landlord shall make the tenant a reasonable proposal. If the tenant does not agree with the renovation-based higher rental price, the landlord may terminate the rental contract.
4. With the exception of urgent situations, the aforementioned work shall take place on workdays between 07.00 and 17.00, after prior notification and the tenant shall grant the landlord access to the rented object during these times.

Article 18 – Maintenance and repairs by tenant

1. The tenant must carry out minor repairs in or around the rented object. The tenant's maintenance obligation shall cover 'minor repairs' as set out in the Minor Repairs Decree (www.overheid.nl). Minor repairs cannot be regarded as defects.
2. The tenant is responsible for the maintenance, repair and replacement of the devices located in the rented object which do not belong to the rented object and any changes implemented, or accepted by, him.

3. The tenant may not carry out any repairs or other work to pipes, fittings, (alarm) installations, meter cabinets, etc. unless this falls under his maintenance obligation. The same applies to communal areas.
4. All work to be carried out by the tenant in the form of minor repairs must be completed in a professional and timely fashion. The tenant shall thus take into account the provisions specified by the landlord or authorities.
5. If tenant and landlord have agreed that the landlord shall carry out minor maintenance tasks, the costs for this shall be charged onto the tenant, by the landlord.

Article 19 – Changes made by the tenant

1. The tenant is not permitted to bring about changes to the rented object, without prior, written consent from the landlord. He must ensure that these:
 - are safe (and remain so);
 - are carried out using sound materials;
 - are completed professionally by experts (recognised installers, etc.);
 - fulfil legal/statutory requirements (set by the municipality, fire service, energy companies, and so on, also in relation to obtaining any required permits);
 - do not cause any damage to the rented object or third parties;
 - do not cause any inconvenience.
2. The changes brought about by the tenant are on the account and risk of the tenant. The tenant is liable for any form of damage caused to or suffered by the rented object, the landlord or third parties in relation to the presence of these changes. The tenant indemnifies the landlord from any form of liability vis a vis third parties in relation to these changes.
3. The tenant must fully maintain and replace any changes made by him for the duration of the rental contract on his account and risk.
4. If the changes do not fulfil the conditions as set forth in this article, the landlord shall allow the tenant the opportunity to rectify this. If the tenant fails to fulfil the requirements set, the changes must be removed on the account and risk of the tenant on first request by the landlord and/or at the end of the rental contract.
5. The execution of (major) maintenance, urgent work or renovation to the rented object, or modified statutory rules may lead to changes made by the tenant having to be removed. If the landlord can demonstrate, with good reason, that they must be removed, the tenant must comply on first request by the landlord and on his own account and risk. If, as a result of these changes and/or any changes that have been removed, additional costs are incurred by landlord in relation to (urgent) work, renovation or modified rules, the tenant must repay these costs.
6. The changes that have been made by the tenant or taken over from the previous tenant, must be rectified by the tenant at the end of the rental period.
7. With respect to changes and the condition in which the rented object must be returned at the end of the rental contract, the tenant is referred to article 22 of these General Rental Conditions.

END OF RENTAL CONTRACT

Article 20 – Termination of rental contract by tenant or their successors

1. The rental contract for an indefinite period shall be terminated by the tenant in writing and must be accompanied by the signature of the contractual and/or legal (co) tenant(s).
2. The contract may be terminated on the first day of a calendar month, for whatever reason, but taking into account a notice period of at least one month. The date of receipt of the termination notice by the landlord shall apply as the first termination day.
3. If the rental contract is agreed for a definite period, the contract shall end in law after the passing of the specified period.
4. In order to terminate the rental contract for (all) tenant(s), the termination notice must be signed by all (co) tenant(s). You are referred to articles 3 (contractual co-tenancy) and 4 (legal co-tenancy).
5. Tenant and landlord can, at any time, mutually agree to terminate the contract on a date to be set by them.
6. If a tenant dies, the rental contract shall be terminated in law at the end of the second month following the month in which the tenant died, unless the rental contract is continued by the co-tenant or there is a situation as set out in article 7:268 section 2 of the Dutch Civil Code.
7. If the landlord at the end of the rental period wishes to rent out or sell the rented object, the tenant must allow interested parties to view the property.
8. Unless indicated otherwise, the tenant shall be asked by the landlord to consent to his telephone number being provided to the new tenant or buyer of the rented object, in order to make an appointment for a viewing.
9. The tenant shall owe rent until the end of the rental contract. If the tenant returns the keys to the rented object before the rental contract termination date, he shall nevertheless continue to owe the price as set out in article 4 section 1 of the rental contract and remain responsible for the rented object until the end of the rental contract. If the tenant fails to return the keys to the rented object after termination of the rental contract, then he is considered not to have returned the rented object to the landlord on time. On the grounds of the law (article 7:225 of the Dutch Civil Code), the tenant shall then owe the landlord an amount that equates to the rental price and any service costs for as long as the tenant unlawfully retains the rented object.
10. If the rent is paid via a direct debit, the landlord shall instruct the bank to stop collecting this payment at the end of the rental contract, unless the rented object is not returned on time.
11. The tenant will receive a final statement from the landlord within 14 days of terminating the rental contract. This will indicate:
 - a) how much the tenant still owes or shall receive as a refund;
 - b) the rate of the amount to be paid in relation to damages on the grounds of article 22;
 - c) the rate of any deposit;
 - d) any other relevant items, such as tax and charges, collection costs, bailiff fees, etc.

12. If the tenant is entitled to a refund of any amount, this amount shall always be offset against the amounts that the tenant must pay to the landlord. If the landlord must still refund an amount to the tenant, this will be transferred within 14 days. If the tenant still has to pay an amount to the landlord, this amount must be paid within 14 days of the final statement being sent; if it is not paid after this time, the tenant shall be in default.
13. If the termination is organised by the successors of a tenant who has died (last remaining), the above still applies, also with respect to the termination period and the day on which the termination can take place.
14. The tenant hereby extends the landlord the irrevocable authority to enter the rented object and clear it for the purposes of renting or selling to third parties, directly after the end of the rental contract as a result of the death of the (last) tenant. This irrevocable authority is issued if there are no successors, the successors reject the inheritance or they fail to clear the rented object in good time.
15. If there are no known successors after the death of a tenant, the landlord shall retain valuable and personal effects for a maximum period of one year, after which the landlord shall be entitled to dispose of these (and all other items) in a manner he sees fit and for which irrevocable authority has been provided.

Article 21 – Termination of rental contract by landlord

1. Termination by landlord may only occur by means of registered letter or bailiff's writ, on the grounds of one or more of the grounds set forth in the Dutch Civil Code.
2. Termination of the rental contract by landlord shall take place taking into account a period of notice of at least three months. This period of notice shall be extended by one month for each year that the tenant has resided in the rented object (uninterrupted period), up to a maximum of six months in total.
3. In order to terminate the contract for all tenants, the termination by the landlord must be applied to each tenant individually. If the termination applies to one or several of them, the contract shall continue to apply, unaltered, to the other tenants.
4. If the rental contract covers a set period of a maximum of two years, the rental contract shall end as a result of this period coming to an end and the landlord is not required to terminate the contract.
5. Tenant and landlord can, at any time, mutually agree to terminate the contract on a date to be set by them.

Article 22 – Delivery of the rented object at end of rental contract

1. At the latest, at the end of the rental contract, the tenant must deliver the rented object to the landlord empty, clear and clean, in good condition and with all available (electronic) keys and, in the case of a registered key system, also with the additional (electronic) keys. Any additional (electronic) keys ordered by the tenant shall be passed to the landlord without a fee being paid.
2. The terms 'empty' and 'clear' are understood to mean: free of any objects that the tenant has placed or consented to have placed in the rented object, unless these have been transferred to the subsequent tenant by means of a written agreement, and free of use or any user rights for third parties.

3. The term 'clean' is understood to mean: the rented object has been vacuumed, the windows have been washed, wood and tiling has been degreased, sanitary facilities have been cleaned of limescale and any urine/faecal marks, shower drain has been cleared of hairs, fridge has been emptied and cleaned, freezer compartment should be unfrozen, rubbish has been removed from the balcony and the garden, weeds have been removed, the storage area has been swept, the back path or gallery have been swept and weeds have been removed.
4. The term 'good condition' is understood to mean: according to the description as issued at the start of the rental contract, with the exception of wear-and-tear and changes that have been implemented by the tenant, with the written permission of the landlord and which must be left in situ, and with the exception of changes that are being transferred to the subsequent tenant. In any case, this means: without damage and/or defects that are not known to the landlord.
5. Before the end of the rental contract, tenant and landlord shall review the state of the rented object together. The tenant must offer the landlord the opportunity to do this. During this opportunity (opportunities), the landlord shall draft a mutation report which sets out which repairs must be carried out and/or what changes must be reversed and which items must be removed prior to the end of the rental contract by and on the account of the tenant. This mutation report shall also detail the estimated costs of the work that is necessary to restore the rented object to its original condition. The tenant shall receive a copy of the mutation report for signing. The above shall not apply if the landlord decides not to draft a mutation report.
6. If the tenant has introduced changes to the rented object, these may only be left in the rented object if the landlord has provided his express, written permission to do so and this without a fee being owed by the landlord, on the condition that these changes are without defect, safe and in good condition upon delivery. The tenant shall leave all documentation relating to these changes, such as construction drawings, permits, maintenance documents, warranties and receipts, in the rented object.
7. If the tenant has brought about changes himself, and has reversed these of his own accord, or if there are changes that the tenant must reverse on the grounds of section 5 of this article, he must ensure that the rented object is not damaged during this work and is delivered to the landlord in accordance with the description that was drafted at the start of the rental contract.
8. If the tenant wishes to transfer items and/or changes (that he may not simply leave behind) to a subsequent tenant, the landlord is not obliged to find a tenant, in good time, who will take over these items and/or changes. This type of transfer may only take place if an agreement is drawn up between the tenant and subsequent tenant and the landlord provides written approval for this transaction.
9. If, at the end of the rental contract, the tenant leaves items in the rented object, the landlord is authorised to remove these items, without being subject to an obligation to retain them. All of the costs for removal of these items shall be for the tenant. This does not apply to items and/or changes that the tenant has transferred to the subsequent tenant. The landlord is not liable in this case.
10. If, at the end of the rental contract, the tenant has failed to fulfil the delivery obligations on the grounds of this article, he shall immediately be deemed to be in default without the landlord having to provide notice thereof, and the landlord shall retain the right to (undertake to) carry out all of the necessary works arising as a result, and the tenant shall be obliged to pay these costs now and for henceforth. Other damage, that was caused as a result of the tenant's negligence, shall also be for his account. No further notice of default is required for the above matter. This

means, among other things, that for the period during which the works are carried out for the purposes of restoring the rented object to the condition set out in the description that was drafted at the start of the rental contract, counting from the date of the end of the rental contract itself, the tenant shall owe the landlord an amount that shall be calculated according to the last valid rental price and fee for additional services and supplies, without prejudice to the landlord's right to claim compensation for further damage and costs.

11. The tenant shall relinquish ownership of items that are considered to have been left behind in the rented object as and when he actually departs from the rented object. These items, depending on the landlord's viewpoint, can be removed without any liability on either side, at the cost of the tenant, without the landlord being obliged to retain them. The landlord is free to take possession of these items. He also has the right to appropriate these items. The landlord may also choose to have these items removed in order to be destroyed or temporarily stored. If the landlord has these items removed and stored, the tenant may only recover said items from landlord during the storage period against a payment of all amounts that are owed by tenant to landlord. The landlord is not liable for damage to the relevant items during removal, transport or storage.

12. Overview of expenses

For small damages, problem and/or insufficient cleaning, fixed fees are determined which can be found in the overview below:

Walls and ceilings:

- drillings holes, small scratches, dents and so on for which the wall does not need to be repainted: € 50/walls or ceiling;
- repainting: € 250/wall or ceiling;

Kitchen:

- appliances: the full amount of repair;
- small scratches and damages on the working area or cupboards: € 30 per work area of cupboard door;

Drapes or luxaflex:

- stains, scratches or dents: € 50/drape or luxaflex;

Windows, doors, door frames:

- stains, scratches, damages: € 30/window, door or door frame;

Floor:

- stains, scratches, damages: € 30/stain, scratch or damaged area;

Cleaning:

- when the cleaning is done insufficiently according to our stands, the apartment will be cleaned professionally. The costs for this are € 75,-.

Depending on the actual average costs, landlord is allowed to adjust these amounts in the meanwhile.

OTHER PROVISIONS

Article 23 – Damage limitation and duty of care

The tenant is obliged to take the necessary measures to prevent damage to the rented object and the communal areas, specifically in the event of fire, storms, water and frost and other emergencies, to pipes, sanitary facilities, installations, sewerage systems, etc. The tenant must immediately notify the landlord of any (potential) damage, whatever the cause, as well as defects in the rented object. If the tenant fails to notify the landlord of this damage in good time,

the resulting damage both to the rented object and the property of the tenant and/or third parties, shall be on the account of the tenant.

Article 24 – Liability and insurance

1. The tenant is liable for all damage that is caused to the interior or exterior of the rented object during the rental period, as a result of the tenant's shortcomings in terms of compliance with the obligations in the rental contract, the supplementary conditions, these General Rental Conditions and the law, including non-compliance with the damage limitation and duty of care details, as set forth in article 23. All damage is presumed to be the result of the tenant's shortcomings unless the tenant can demonstrate that the negligence cannot be attributed to him (or those who were permitted to be in or around the rented object by the tenant as and when the damage occurred). The above shall not detract from the tenant's obligations to carry out repairs as set forth in article 18. The term 'tenant' is understood to mean: the members of the tenant's household and third parties, who are present in the rented object.
2. The tenant is liable vis a vis the landlord for his own conduct and also for the conduct of the members of his household and persons who are invited by the tenant to use the rented object or who find themselves in the immediate vicinity thereof. This also applies in the event that the tenant was not aware of this conduct or could not have prevented it, e.g. as a result of a family fight, the emergency services being called unnecessarily, burglary, and fire and/or sprinkler damage to the rented object that is caused due to the tenant's actions.
3. If the tenant suffers damages as a result of an incident involving the rented object, the landlord is not liable unless the damage is the consequence of a serious, attributable shortcoming on the part of the landlord, or that the damage is a consequence of a defect in the rented object that was present prior to the start of the rental contract and which was known or should have been known to the landlord and which, at the start of the rental contract, was denied.
4. The landlord and tenant must take out adequate insurance for the rented object. This in relation to the aforementioned liabilities. This means that the landlord insures the buildings. The tenant must take out and maintain adequate contents insurance and liability insurance. Due to the fact that damage to the rented object (particularly on the exterior) for which the tenant is liable, is not (always) covered by the liability insurance, the tenant must also take out suitable insurance.
5. The landlord is not liable for damage and rental losses that is/are suffered by the tenant and/or members of his household or for damage to items belonging to the tenant and/or members of his household as a result of visible and invisible defects involving the rented object, unless this damage or rental losses can be attributed to the landlord or if the damage is caused by a defect that was present at the start of the rental contract and of which the landlord was or should have been aware.
6. The landlord is not liable for damage caused to the person and/or items belonging to the tenant or the members of his household by storm, frost, lightning strike, severe snowfall, flooding, rise or fall of groundwater levels, natural disasters, atomic reactions, armed conflict, terrorist attacks, wars, uprisings, riots, molestation and other disasters.

Article 25 – Tenant violations

1. In the event of violations of the provisions of the rental contract, the supplementary conditions and/or these General Rental Conditions, the landlord may issue a written warning and set a term for the violation to be rectified on the corresponding account and risk.

2. The failure to comply with obligations arising from the rental contract, the supplementary conditions and these General Rental Conditions or the law shall lead to the parties being in default once they have been notified of this default by the other Party, whereby a reasonable period is set in order to rectify the situation. A party shall immediately be in default if a statutory limit is breached, such as the payment of the price as set forth in article 4 section 1 of the rental contract (see article 10 of these General Rental Conditions).
3. If the tenant or landlord is in default with respect to compliance with obligations arising from the rental contract, the supplementary conditions or these General Rental Conditions or even the law, and if the landlord or tenant must incur costs (judicial and/or extra-judicial costs) in order to notify the landlord or tenant of this, then the landlord or tenant must compensate the landlord or tenant for these costs.
4. Any claim by landlord or tenant for reimbursement of the extra-judicial costs as set forth in the 3rd section shall only apply once the tenant or landlord is in default. The extra-judicial collection costs amount to 10% of the outsourced claim or the amount as set on the basis of the law or the amount that is defined within the process, with a minimum of € 150 for each case.

Article 26 – Fine clause

1. Aside from the individual fine provisions for the tenant as specified in the rental contract and articles 10 section 4 (payment of cash sum) and 11 section 5 and 13 section 11 of these General Rental Conditions, the tenant or landlord, in the case of default, i.e. if the tenant or landlord fail to rectify the violation within the term set by the tenant or landlord, shall also owe, alongside the extra-judicial collection costs, an immediately recoverable fine of € 25 per calendar day with a maximum of € 15,000, without prejudice to the obligation of the tenant or landlord to nevertheless proceed in accordance with the rental contract and these General Rental Conditions.
2. A fine is owed, without judicial intervention, for every day on which the violation continues. The minimum fine is indexed each year on 1 January, without written notification, according to the CBS Consumer All Households Price Index, with the price benchmark 1 January 2017.
3. Alongside the fine, the violating party is also liable for all damages and other disadvantages suffered by the other party or third parties as a result of a violation of the provisions of the rental contract, the supplementary provisions and/or these General Rental conditions.
4. Fines and damages are immediately recoverable in the event of default. Payments shall not be suspended under reference to any insurers that may reimburse the damages. All rights to suspension, discount, deduction or settlement no matter the claim on the landlord, are excluded.
5. In the event of a limited violation of the aforementioned obligations the landlord may relinquish the right to claim the fine, damages and other (extra-judicial) costs.