

**LEASE AGREEMENT RESIDENTIAL FURNISHED PROPERTY
BY ITS NATURE OF A SHORT DURATION
(MINIMUM OF 4 AND MAXIMUM OF 6 MONTHS)**

THE UNDERSIGNED

Name	Hotel Miss Blanche B.V.
Address	Hoge der A 4
Zip code	9712 AC
Town	Groningen
Country	Netherlands
Phone number	+31 (0)50 820 09 66
Email	reservations@hotelmissblanche.nl
Bank	Rabobank
IBAN	NL21 RABO 0365 2584 15 attn. Hotel Miss Blanche
BIC	RABONL2U / RABONL2UXXX
Address of the bank	Croeselaan 18, 3521 CB, Utrecht

hereinafter referred to as: 'landlord'

AND

Last name	_____
First names	_____
Place of birth	_____
Date of birth	_____
Address	_____
Zip code	_____
Town	_____
Country	_____
Phone number	_____
Email	_____
Passport/ID card document no.	_____
Expiry date (passport/ID card)	_____

hereinafter referred to as: 'tenant'

Tenant

Landlord

TAKING INTO ACCOUNT THE FOLLOWING:

- I. Landlord is the operator of the leased property as described in art. 1.1 and wishes to lease out the leased property to tenant for a limited time;
- II. Tenant wishes to rent the property for a limited time;
- III. The leased property is part of a greater complex with residence areas which have all been equipped with complete inventory so the property can be leased to a temporary tenant;
- IV. The leased property consists of housing which is specifically destined for temporary (short) usage by tenants who have a need for temporary housing. This concerns for example (but not limited to):
 - a. tenants from abroad that at the moment of signing the lease agreement do not have legal and social economic ties to the Netherlands and that do not have the centre of their social lives in the Netherlands, that temporarily study in the Netherlands (exchange students);
 - b. tenants from abroad that at the moment of signing the lease agreement do not have legal and social economic ties to the Netherlands and that do not have the centre of their social lives in the Netherlands, temporarily work in the Netherlands (expats);
 - c. tenants from abroad that at the moment of signing the lease agreement do not have legal and social economic ties to the Netherlands and that do not have the centre of their social lives in the Netherlands, and that stay in the Netherlands for a longer period of time for studies or work and are using the leased property as a temporary place of residence while they search for a (more) permanent place of residence;
 - d. tenants (mostly from the Netherlands) who need temporary housing because of for example relational issues, refurbishment of their existing house, sale of their existing house, or an internship or work.

Tenant declares to be part of this target group by signing this lease agreement and the completed and signed tenant statement.

V. Considering this purpose the landlord is only able to lease the leased property to tenant for a short period of time. Landlord has the intention to lease the leased property to other tenants falling in the aforementioned target group after the current tenant leaves;

VI. The leased property also does not fall under 'normal housing' because the leased property is leased furnished. Tenant is allowed to furnish the leased property with his/her own furniture;

VII. This agreement is, considering aforementioned target group and description of the leased property, a lease which is by its nature of a short duration, as referred to in article 7:232 sub. 2 Dutch Civil Code. The habitation by tenant is of a temporary nature. Considering this temporary nature of the habitation parties explicitly acknowledge that this lease is by its nature of a short duration;

VIII. Tenant recognises that this lease, without the need for a termination is required, ends after the agreed period without the tenant being entitled to continuation of the rental agreement or any tenant protection (with which article 7:228 paragraph 1 BW applies to this lease);

IX. The agreed rental price is not based on size of the property;

X. The parties have discussed the conditions under which landlord is willing to enter into this agreement with tenant and their wishes reflect in this lease.

Tenant

Landlord

AGREE THE FOLLOWING:

Article 1: The leased property

1.1 Landlord leases to tenant, who rents, the independent living at [address]

hereinafter referred to as: 'the leased property'

1.2 The destination of the leased property is for the exclusive use of the property as a residence intended for one or two person(s).

Article 2: Effective date of lease period, duration of lease, cancellation

2.1 This agreement is for a duration of **six months** effective on [start date] and will thereafter legally terminate with one month notice for tenant from [end date].

2.2 Parties are prohibited to terminate the contract prematurely.

Article 3: The leased property, additional stipulations regarding effective date of the lease

3.1 The tenant declares he is familiar with the leased property and has received the leased property in good condition, without defects impeding quiet enjoyment under a lease, on the effective date of this agreement. After the termination of the lease agreement the tenant must return the leased property to the landlord in the same good condition in which he accepted it. Upon the commencement of the agreement the parties will draw up an inspection list.

3.2 The landlord will provide the tenant with quiet enjoyment of the leased property for the duration of the lease agreement. The landlord is not liable for actual disruptions of the quiet enjoyment caused by third parties.

3.3 If the landlord does not make the leased property available on the effective date of the lease agreement due to circumstances outside his control the obligations of the tenant and landlord will be deferred until the date the landlord can make the leased property available to the tenant, without the landlord being liable for damages.

Article 4: Duty of payment, period of payment

4.1 From the effective date of this lease, the tenant's obligation to pay an all-in price consisting of:

1) The rental price, 2) The costs for the furniture and soft furnishings (if applicable), 3) The fee related to the supply of electricity, heating and water for consumption of the leased property and communal areas, 4) The fee for the other services (service costs) provided in connection with the occupation of the rented (see article 8) (if applicable).

4.2 The all-in rental price is payable in advance, to be paid on or before the first day of the period to which the payment relates to the landlord in the manner indicated by means of a transaction to Hotel Miss Blanche. The tenant has to comply a monthly rental price of € ... (in words: ... EUROS).

Article 5: Security deposit

5.1 The security deposit serves as a guarantee that the tenant will comply with all his obligations under this agreement. The landlord is not required to pay interest on the security deposit. If the landlord uses any of the security deposit during the term of the agreement the tenant must supplement the security deposit to its full original amount forthwith. The security deposit may never be considered as the last month(s) rent.

5.2 The landlord will refund the security deposit to the tenant after deducting any monies the tenant still owes the landlord pursuant to this lease agreement, within two months after the termination of the lease agreement.

5.3 The tenant must pay to the manager a security deposit of € ...

(in words: ... EUROS) which shall be used as compensation on the one hand for any outstanding payments, damage and interests due and, on the other, for amounts payable to the landlord in respect of damage caused by third parties for which the tenant is liable by law, or damage caused by the tenant's failure to carry out regular maintenance that he/she is legally responsible for. The tenant shall never be entitled to deduct this deposit, by means of offsetting or otherwise, from outstanding rent, costs, interest or compensation.

Article 6: Payment by the tenant

6.1 The full rent must be paid without deferment or offsetting.

6.2 Payments made by the tenant will be applied to all payable interest and costs and subsequently to the longest outstanding rent, unless the landlord applies the payments in a different manner, irrespective of any stipulations regarding allocation made by the tenant at the time of payment.

Tenant

Landlord

Article 7: Taxes and levies

7.1 The property tax, the water board-or polder charges, the environmental taxes, including the pollution charge surface waters and sewage charge waste water will be at the expense of the landlord.

7.2 If the tenant receives these fees, taxes, or other charges on his behalf, they must be paid by landlord to the tenant on the first request.

Article 8: Additional supplies and services

8.1 The landlord is entitled to reduce the agreed supplies and services on a pro rata basis. The landlord will notify the tenant accordingly.

8.2 Landlord will supply the following services:

- Gas, water, electricity and internet;
- The 'service costs' as stipulated in art. 8.3.

8.3 Landlord will provide the following services (among others):

- cleaning of communal areas;
- cleaning windows outside;
- depreciation of furnishings and furniture in the leased property and communal areas;
- cleaning mechanical ventilation;
- intercom system;
- cleaning communal discharge pipes, gutters and sewer pipes.

Article 9: Urgent maintenance by the landlord

9.1 When doing (urgent or non-urgent) work to the leased property the tenant is not entitled to compensation, rent discounts or dissolution of the agreement.

9.2 The tenant is obliged to permit all the required (urgent or otherwise) work to the leased property and to lend his cooperation.

Article 10: Use of the leased property

10.1 The tenant will use the leased property as a good tenant and in accordance with the residential designation. In particular the tenant is prohibited from using the leased property for any business purpose.

10.2 The tenant will inhabit the leased property.

10.3 The tenant is responsible for anyone residing in or visiting the leased property with his permission or approval or anyone residing in or visiting the leased property, whose presence can in any other way be attributed to the tenant. Among other things the tenant is responsible for his family members, his own visitors and the visitors of family members.

10.4 Tenant is not allowed to place movable property (such as bicycles and rubbish bags) in entrances, hallways, stairwells or maintenance areas. Bicycles must be placed in the designated bicycle racks.

10.5 Any stipulations in respect of the leased property also apply to communal spaces or communal facilities or the immediate environs of the leased property (if applicable).

Tenant

Landlord

Article 11: Subletting and use of property

11.1 The tenant is not allowed to partially or in its entirety sublet the property to one or more third parties.

11.2 If the landlord has a plausible reason that the tenant is fully or partially subletting, the tenant is obliged to participate in a subsequent study aimed at the tenant.

Article 12: Restrictions

12.1 The tenant is not permitted:

- To cause hinder or nuisance to the landlord and/or third parties from the leased property or the immediate environs of the leased property;
- Cause any blockage to the sewerage system; construction defects will not be attributed to the tenant;
- Growing, keeping or using drugs (such as cannabis, etc.) in the leased property, in any quantity;
- To smoke cigarettes in the leased property and communal areas;
- Using the leased property for activities that contravene the law.

12.2 Except with the prior written permission from the landlord, the tenant is not permitted:

- To keep pets or other animals in the leased property;
- To breed, grow, keep or trade pets or animals in the leased property;
- To practice a professional business and/or business activities in the leased property;
- To walk on the roofs of the leased property or those of neighbouring premises;
- To store materials in outdoor spaces belonging to the leased property;
- To make material changes to the leased property and any facilities belonging to the leased property.

12.3 The tenant is obliged to have or take out Personal Liability Insurance (AVP) and is required to show these to landlord at first request.

Article 13: Material changes or facilities to be installed by the tenant

13.1 Tenant does not have the right to install any material changes.

13.2 It is not allowed to make any material changes to the exterior of the leased property (including installing objects, such as satellite dishes).

13.3 Material changes that have been made by the tenant contrary to the above provisions will have to be removed by the tenant on the first request on the part of the landlord if the landlord requires this during the term of the lease agreement.

Article 14: Liability tenant & landlord

14.1 Landlord shall not be liable

- For damages and loss of the tenants and/or his third parties rent enjoyment;
- For damages to property belonging to the tenant and/or his third parties as a result of visible or invisible defects in the leased property, unless:
 - That the damages or loss of the tenants rent enjoyment is attributable or;
 - If the damages or loss are caused by a defect that at the start of the lease was present when the landlord knew / or should have known.
- For any lost or stolen items belonging to the tenant.

14.2 Landlord is not liable for damages caused to persons and/or property of the tenant or his third parties by storm, frost, lightning, heavy snowfall, floods, increase or decrease of the groundwater, natural disasters, acts of war and other calamities.

14.3 Tenant is liable for damage to the rented, including any communal areas in the event that the tenant has failed to fulfil an obligation under the lease. All damage except fire and damage to the outside of the leased property will be presumed to have originated by failing to fulfil obligations under the lease. Borne by tenants are also all costs for repair of damage caused by negligence, misuse or inexpert servicing the equipment with accessories by tenants or by persons designated by him.

14.4 Tenant is towards the landlord liable for his own conduct and for the conduct of those who are on the property because of the tenant.

Tenant

Landlord

Article 15: Access and miscellaneous

15.1 The Manager and/or persons to be authorized by the landlord will have the right to enter the leased property - after consultation with the tenant - to inspect the condition of the leased property and for the purpose of a possible sale, valuation or lease (such as by prospective tenants). Furthermore, the landlord and the persons to be authorized by him will have the right to enter the leased property in emergencies. The tenant will cooperate.

Article 16: Default

16.1 If the tenant is in default with the fulfilment of any obligation which, under the law and/or the lease on him and the landlord has to resort to judicial and/or extrajudicial measures, all and any related necessary expenses will be borne by the tenant. Among these costs are in any case the dunning and collection costs, costs related to the rent termination and forced eviction, the cost of the bailiff, debt collection and legal experts.

16.2 Pursuant to this article the tenant pays all extrajudicial costs at the time the landlord claims against him or his third parties and amounts to at least 15% of the relinquished claim, plus the applicable VAT rate.

Article 17: Delivery at the end of the lease agreement

17.1 The tenant is obliged to make available to the manager the leased property in the same condition on the final date as when it received the leased property and to hand over all the keys and performing a cleaning of the leased property.

17.2 If the tenant has failed to comply with the provisions of the previous article then the tenant will be in default and the manager will then have the right to carry out (or cause to carry out) the necessary repair work and to charge the tenant all the costs concerned.

17.3 The manager will have the right to remove and subsequently take away for destruction or for other purposes all the movable items to be found in the leased property after the date of the termination of the lease agreement or after the date when the tenant has vacated the leased property at the expense of the tenant.

Article 18: Domicile

18.1 Until the tenant has communicated a new address in writing to the manager, then the landlord may send letters or cause bailiff's writs to be served to the address of the leased property.

18.2 As of the first date of the lease agreement, all communications from the manager to the tenant in relation to the execution of this lease agreement will be addressed to the address of the leased property, being the residence of the tenant.

18.3 The tenant will be obliged in the event when he is no longer resides at the leased property, to inform the manager immediately of that situation stating his new address and place of residence.

18.4 In the event when the tenant leaves the leased property permanently he will hand over a statement from the town/city hall which describes the moving out date of the leased property.

Article 19: Manager

19.1 Until the landlord states otherwise, the manager will be: Landlord.

Article 20: Use of heating, water and electricity

20.1 Landlord will take care of the delivery of electricity, heating and water for consumption in the leased property and communal areas.

Article 21: Energy label

21.1 The leased property has an energy label.

Tenant

Landlord

Article 22: Special Provisions

22.1 The preamble is part of the rental agreement.

Drawn up in duplicate and signed on date:

town:	town:
date:	date:
(signature tenant)	(signature landlord)

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