

## **TERMS AND CONDITIONS FOR SHORT TERM RENTAL**

### **SOLSBURY PRIME RENTALS BV**

#### **Artikel 1 Use**

- 1.1 Tenant shall effectively, entirely, continuously, properly, and solely use the leased property for the entire duration of the short stay rental agreement in accordance with the destination specified in the short stay rental agreement. This means that the tenant is not allowed to use the leased property for commercial activities, including activities as defined in Article 2.1 and 13.3, section c. Tenant is obligated to pay the profit estimated to be gained from actions in violation of this prohibition, without prejudice to the landlord's right to claim additional damages.
- 1.2 Tenant shall comply with existing limited rights, qualitative obligations, and the requirements set forth or to be set forth by government authorities, fire departments, and utility companies with regard to the use of the leased property. Utility companies also include similar entities engaged in the supply, transportation, and measurement of energy, water, and the like.
- 1.3 Tenant shall follow the oral or written instructions provided by or on behalf of the landlord in the interest of proper use of the leased property and the spaces, installations, and facilities of the building or complex of buildings to which the leased property belongs.
- 1.4 Tenant has the right and duty to use the common facilities and services that are or will be made available for the proper functioning of the building or complex of buildings to which the leased property belongs.
- 1.5 The landlord may deny the tenant access to the leased property if the tenant has not (yet) fulfilled their obligations under the short stay rental agreement when they first wish to use the leased property. This does not affect the rental start date and the obligations arising from the short stay rental agreement.
- 1.6 The tenant is not allowed to use storage spaces, garages, etc., associated with the leased property as living space, for storage other than for non-commercial use, as a workshop, or as a sales area, or to hold sales activities in or near these areas in any other way.

#### **Artikel 2 Subletting**

- 2.1 Tenant is not allowed to wholly or partially sublet or allow third-party use of the leased property without prior written consent from the landlord. This includes renting out rooms, providing board, temporary occupancy (such as through Airbnb or a similar organization), or relinquishing the lease. Any consent granted by or on behalf of the landlord is valid for one occasion only and does not apply to other or subsequent instances.
- 2.2 If the landlord has reason to believe that the tenant has allowed the leased property to be used or sublet wholly or partially without the landlord's permission, as described in Article 2.1, the tenant is obligated to cooperate with an investigation by the landlord in this regard. Upon request, the tenant must provide the personal information of the user(s) or subtenant(s).

#### **Artikel 3 Condition of the Leased Property at the Commencement of the Short Stay Rental Agreement**

- 3.1 The leased property is delivered to the tenant at the commencement of the short stay rental agreement and is accepted by the tenant in good condition, free from defects. This is the

condition that allows the tenant to enjoy the property as one would expect from a well-maintained item of the type covered by the short stay rental agreement.

- 3.2 The general, structural, and technical condition of the leased property, as accepted by the tenant at the commencement of the short stay rental agreement, is documented by the tenant and the landlord in a report of delivery, to be attached as an appendix to the short stay rental agreement and signed by the parties or their representatives. This report of delivery is an integral part of the short stay rental agreement.
- 3.3 If there is a defect at the commencement of the short stay rental agreement, it will be noted in the report of delivery. The landlord is obligated to remedy such a defect within a reasonable timeframe. If the landlord fails to do so, the landlord is considered in default only after the tenant has given notice of non-compliance.

#### **Artikel 4 Alterations and Additions by the Tenant**

- 4.1 The tenant is not permitted to make or have any alterations or additions to the rented property, its fixtures, or its appearance without the prior written consent of the landlord. The foregoing does not apply to alterations or additions that can be undone at the end of the tenancy without significant expense.
- 4.2 The tenant is not permitted to make or have any alterations or additions to the exterior of the rented property, including the grounds, balcony, common areas, and garden (unless related to ornamental gardening), without the prior written consent of the landlord.
- 4.3 Alterations or additions must be undone by the tenant at the end of the short-stay tenancy agreement, unless the tenant has obtained written consent from the landlord to leave them in place.
- 4.4 Unless otherwise agreed in writing, the landlord will not grant permission for alterations or additions that the tenant wishes to make if:
  - the rental value of the property would be impaired;
  - the alteration would lead to a decrease in the value of the property;
  - they are not necessary for the efficient use of the property;
  - they do not enhance the enjoyment of the property;
  - the energy rating of the property would demonstrably deteriorate due to the alterations or additions;
  - there are otherwise substantial objections from the landlord.
- 4.5 Substantial objections from the landlord exist in any case if the alterations or additions:
  - do not comply with applicable government regulations and/or utility company requirements, or if any required permits have not been obtained;
  - are of insufficient technical quality;
  - affect the rental potential of adjacent properties;
  - complicate proper property management;
  - cause or may cause nuisance or inconvenience to third parties;
  - prevent the property from being assigned to tenants in the landlord's primary target group;
  - are reasonably likely to cause damage to the property or the building of which it is part;
  - change the nature of the property;

- conflict with the deed of division(s) or house rules applicable to the property, or with the conditions under which the owner acquired the property.
- 4.6 The landlord is entitled to attach conditions or impose requirements to any consent granted, particularly concerning the materials and their quality, the applied constructions, and the methods to be followed, with special regard to future maintenance and safety. The landlord may also impose conditions related to fire, storm, and liability insurance, taxes and levies, and liability.
- 4.7 When granting consent, the landlord will specify whether the alterations must be undone at the end of the short-stay tenancy agreement. If the landlord requires the reversal, they may request a guarantee or other security to ensure compliance. Reversal is only waived if the landlord agrees in writing, at the joint request of the tenant and the new tenant, to allow the tenant's alterations or additions to remain, in which case the new tenant will take responsibility for them. At the end of the new tenant's short-stay tenancy, the alterations or additions must be removed unless they can remain under the same conditions.
- 4.8 The tenant is obliged to ensure that all alterations or additions comply with applicable government requirements and that all necessary permits and approvals (such as from the municipality and fire department) are obtained. The costs of alterations or additions are always borne by the tenant.
- 4.9 The tenant is responsible for the maintenance and repair of any alterations or additions they have made or taken over. Any items, alterations, or additions inherited from a previous tenant will never result in landlord liability. The tenant indemnifies the landlord against claims from third parties for damages caused by alterations or additions made or taken over by the tenant.
- 4.10 Walls and ceilings in the property may not be painted or covered with wallpaper, plaster, etc., by the tenant. Stickers may not be applied to painted surfaces, and flooring may not be glued directly to cast floors or stairs.
- 4.11 Any permission granted by the landlord is one-time only and does not apply to other or subsequent cases.
- 4.12 The landlord is not obligated to approve a tenant's proposed successor, even if that successor wishes to take over the tenant's alterations or additions.
- 4.13 All alterations made in violation of the landlord's conditions must be undone immediately upon first notice from the landlord.
- 4.14 If items installed by the tenant must be temporarily removed due to maintenance or repair work on the property or the building/complex of which it is part, the costs of removal, storage, and reinstallation will be borne and assumed by the tenant, regardless of whether the landlord granted permission for their installation.
- 4.15 If the tenant cancels the booking, they are required to pay a percentage of the agreed rental sum depending on the timing of the cancellation relative to the start date of the tenancy:
- Cancellation up to 21 days before the start date: 20% of the monthly rent is due.
  - Cancellation up to 14 days before the start date: 30% of the monthly rent is due.

- Cancellation up to 7 days before the start date: 40% of the monthly rent is due.
- Cancellation less than 7 days before the start date: 100% of the monthly rent is due.

- 4.16 If the tenant decides to terminate the tenancy early, they remain liable for the full rental amount until a new tenant occupies the property, unless otherwise agreed in writing with the landlord. Termination must be submitted in writing and received by the landlord no later than the first day of the month, with a 30-day notice period. Terminations received after the first day of the month will be deemed submitted for the following month.

#### **Artikel 5 Changes or Facilities by the Landlord**

- 5.1 If and to the extent that the landlord is subject to mandatory government regulations for changes, adjustments, or improvements to the leased property individually, or to the building or complex of buildings to which the leased property belongs, the tenant agrees to allow these changes in, on, to, or near the leased property.

#### **Artikel 6 Elevator**

- 6.1 If the building to which the leased property belongs has an elevator, the tenant, their household members, and visitors shall strictly adhere to all regulations provided or to be provided by or on behalf of the landlord, the elevator installer, or the government.
- 6.2 The landlord will arrange for a service subscription for the elevator installation.

#### **Artikel 7 Central Heating and Hot Water System**

- 7.1 If the leased property has its own, individually operable central heating system or hot water system, the tenant shall ensure its maintenance "as a good tenant."
- 7.2 The tenant is responsible for all costs related to the repair of damage resulting from negligence, improper use, or the unskilled maintenance of the installations mentioned in Article 7.1, including their accessories, either by the tenant themselves or by individuals designated by the tenant.
- 7.3 In the event of freezing temperatures, the tenant is obliged to take all necessary measures to prevent freezing of the central heating system, the hot water system, and the water pipes. If the tenant is absent during the heating season, it is not allowed to close the radiators of the central heating system to prevent the risk of freezing to these installations.

#### **Artikel 8 Common or Central Antenna System**

- 8.1 If the leased property is, will be, or can be connected to an existing common or central system for internet and/or receiving television and radio programs, the tenant is not permitted to install or maintain their own system and/or antennas or make changes to the system.
- 8.2 Only the connection point(s) in the leased property to the common or central antenna system or internet service may be used for equipment connection. For this connection, the tenant must use appropriate connecting cables at their own expense. The tenant is liable for any damage to the installation caused by the use of malfunctioning receiving devices or faulty connecting cables.
- 8.3 It is strictly prohibited to conduct any form of cryptocurrency mining or similar activities within the rented premises that result in excessively high energy consumption. This includes, but is not limited to, mining Bitcoin or other cryptocurrencies, operating servers, or using other equipment that places a heavy load on the electrical system. If such activities are found to be

taking place, we reserve the right to terminate the rental agreement immediately without refund. In addition, any costs arising from excessive energy consumption or damage to the infrastructure may be charged to the tenant.

#### **Artikel 9 Sunshades**

- 9.1 The tenant is not allowed to install external sunshades unless they have obtained prior approval from the landlord regarding the construction, color, and method of attachment.
- 9.2 The provisions in Articles 4.1 through 4.14 are applicable by analogy.

#### **Artikel 10 Maintenance**

- 10.1 Pursuant to this short stay rental agreement, the tenant is obligated to carry out minor repairs to, on, or within the leased property, including the minor repairs specified in the Minor Repairs Regulation. The landlord is obligated, at the tenant's request, to rectify other defects, unless it is impossible or requires expenses that cannot reasonably be expected from the landlord in the given circumstances. Both parties will promptly and properly, at their own expense, make or have the necessary arrangements, including renewals, which are required by the law, any legal regulations, or agreed conditions.
- 10.2 The provisions of Article 10.1 do not affect the tenant's obligation to maintain, repair, and renew the facilities made or assumed by the tenant as mentioned in Article 4.
- 10.3 The minor repairs to be borne by the tenant will be carried out by or on behalf of the landlord if this maintenance is included in the supply of goods and services provided by or on behalf of the landlord related to the occupancy of the leased property as specified in Article 6 of the short stay rental agreement.
- 10.4 The above does not exempt each party from their obligation to make arrangements at their own expense as a result of intent, fault, negligence, or improper use by themselves or persons for whom they are liable.
- 10.5 If the landlord deems it necessary to carry out maintenance, repair, renewal, or other work on the leased property or the building or complex of buildings to which the leased property belongs, or on neighboring properties, or if they are required due to government requirements or measures or by utility companies, the tenant will grant access to the property to individuals necessary for carrying out such work, tolerate the work and any inconvenience, without being entitled to claim compensation, a reduction in payment obligation, or termination of the short stay rental agreement. The landlord will engage in timely consultation with the tenant regarding the timing of the work.
- 10.6 If either party fails to carry out maintenance, repair, or renewal at their own expense or fails to carry them out properly, the other party is entitled to perform or have these works carried out at the expense and risk of the party at fault, after providing written notice of default with a reasonable period for performance. If the works to be borne by the tenant cannot tolerate delay, the landlord is entitled to immediately perform or have them carried out at the tenant's expense.

#### **Artikel 11 Access**

- 11.1 The landlord and all persons designated by the landlord are entitled to enter the leased property after consultation with the tenant and on working days between 8:00 AM and 5:30 PM for inspecting the condition of the leased property for the work specified in Articles 5 and 10 and for appraisals. In emergencies, the landlord is entitled to enter the leased property even without prior consultation and/or outside the specified hours.

- 11.2 In the event of a planned rental, sale, or auction of the leased property, or (a part of) the building or complex of buildings to which the leased property belongs, during the last three months before the end of the short stay rental agreement, the tenant is obliged to, after prior notice by or on behalf of the landlord, allow access to the leased property for viewing between 10:00 AM and 12:00 PM and between 2:00 PM and 4:00 PM on working days, as well as on auction days, and the tenant shall tolerate customary 'for rent' or 'for sale' signs or notices on or near the leased property (or the building or complex of buildings).

## **Artikel 12      Damage and Liability**

- 12.1 When damage has occurred or is likely to occur in, on, or to the leased property, including damage or potential damage to pipes, cables, tubes, drains, sewerage, installations, and equipment, the tenant must promptly notify the landlord in writing.
- 12.2 If immediate damage is threatened or existing damage is likely to spread, the tenant must immediately report this to the landlord and is obliged to take suitable measures without delay to prevent and limit (further) damage to or in the leased property. This applies particularly when damage is caused or threatened due to weather conditions.
- 12.3 If the leased property is part of a shared building or a complex of houses, the provisions in Articles 12.1 and 12.2 also apply to the entire building or complex, especially regarding shared spaces and neighboring properties. Direct action by the tenant is only required in these cases when it is reasonably expected of them.
- 12.4 The landlord is not liable for damage and loss of enjoyment of the property suffered by the tenant and/or their household, or for damage to the tenant's and/or their household's property as a result of visible or invisible defects in the leased property unless the damage or loss of enjoyment is attributable to the landlord, or if the damage is caused by a defect that was present at the time of entering into the short stay rental agreement and that the landlord was aware of or should have been aware of.
- 12.5 The landlord is not liable for damage to the tenant or their household, or their property caused by storms, frost, lightning strikes, severe snowfall, floods, groundwater level rise or fall, natural disasters, nuclear reactions, armed conflicts, civil wars, uprisings, riots, acts of war, and other calamities.
- 12.6 The tenant is liable for damage to the leased property caused by their own failure to comply with an obligation under the short stay rental agreement that can be attributed to them. All damage, except for fire damage, is presumed to have arisen as a result of this. Under this clause, the term "tenant" also includes the tenant's household members and third parties present in the leased property.
- 12.7 The tenant is required to take out and maintain adequate household insurance on standard terms. For damage covered by the scope and coverage of an insurance policy taken out by the tenant, the tenant must first contact their insurer.

## **Artikel 13      Residential Environment Protection**

- 13.1 If the leased property is part of a building or complex of buildings, which includes spaces and areas where the tenant does not have exclusive usage rights, the tenant shall contribute to ensuring that these spaces and areas are not polluted, that no movable property is placed on or in them, and that they are not used for purposes other than those for which they are evidently intended, as specified in the short stay rental agreement or in the instructions of the landlord. The tenant shall not access or permit access to the roof, the elevator machine rooms, the fire escapes, the central heating room, and the hydrophore room. The tenant is also not

allowed to place vehicles, strollers, bicycles, or other objects anywhere other than in the designated places, and bedding, laundry, etc., shall not be beaten or hung outside the building, except on the balcony.

13.2 Without prior permission from the landlord, the tenant is not allowed to:

- i) Display or have displayed any form of advertising on or in the leased property for themselves or for third parties.
- ii) Connect or have connected a mechanical extractor hood and other equipment to a ventilation duct.
- iii) Arrange or use the existing smoke channels in the leased property for an open fireplace or a so-called all-burner unless this involves the use of a fireplace that is part of the leased property.

The provisions in Articles 4.1 through 4.14 are applicable accordingly.

13.3 The tenant is not allowed to:

- iv) Keep pets in or near the leased property.
- v) Vent combustion gases in any other way than through the existing smoke channels or use ventilation ducts for that purpose.
- vi) Cultivate or trade in hemp in the leased property, the common areas and/or parts thereof, or the immediate vicinity of the leased property, or to set up the leased property as a hemp farm, hemp dryer, or hemp cutter, or to engage in other activities that are criminally punishable under the Opium Act. The tenant is also prohibited from having hemp or similar crops present in the leased property and/or the common areas or storing or holding them for another person. It is also not allowed for the tenant to trade, produce, or use, alone or in a group, qat, soft drugs, hard drugs, or other prohibited substances in the leased property, common areas, and/or parts thereof, or in the immediate vicinity of the leased property. The tenant acknowledges that actions in violation of the aforementioned prohibitions result in damage to the leased property, as well as posing a risk and causing disturbance (such as pollution, vandalism, attracting crime, etc.) to the environment. Violating this prohibition is of such a serious nature that it justifies the termination of the short stay rental agreement as soon as possible. The tenant is obligated to surrender to the landlord the profit he (estimated) earned through actions in violation of this prohibition, in addition to the landlord's right to (additional) damages.

13.4 The tenant shall not cause inconvenience or disturbance when using the building or complex of buildings to which the leased property belongs. The tenant shall ensure that any third parties or animals present due to them do not cause inconvenience or disturbance either.

13.5 Articles 13.1 through 13.4 are intended, among other things, to promote a good residential environment among the users of the building or complex of buildings to which the leased property belongs.

13.6 The tenant shall behave and use and maintain the leased property in a manner befitting a good tenant.

#### **Artikel 14      Environment**

14.1 Tenant shall diligently adhere to the guidelines, regulations, or instructions of the government or other competent authorities regarding the (separated) disposal of waste materials. In case of non-compliance or partial non-compliance with this obligation, tenant shall be liable for the resulting financial, criminal, and other consequences.

14.2 Tenant is not allowed to:

- vii) Have environmentally hazardous materials in, on, or in the immediate vicinity of the leased property, including items that emit odors, are flammable, or are explosive.
- viii) Use the leased property in such a way that it results in soil or other environmental pollution.

**Artikel 15        Costs for Utilities with an Individual Meter and Service Charges**

- 15.1 If the parties have agreed that the landlord will provide the supply of gas, water, and electricity for the rented property, and an individual meter is present within the residential portion of the property, the landlord shall determine the fee payable by the tenant based on actual consumption as measured by the meter. If the supply of heat falls under the scope of the Heat Act ("Warmtewet"), this fee shall never exceed the maximum price as defined under that law. In such case, the tenant is obliged, upon first request, to sign a supply agreement with the landlord as required under that law. If no individual meter is present in the residential portion of the property, the landlord shall determine the fee payable by the tenant.
- 15.2 The rent includes the costs associated with the supply of water, electricity, internet, audio, video, and other signals, including the costs of entering into the relevant agreements.
- 15.3 If the parties have agreed that the landlord will also provide (other) goods and services related to the occupation of the property, the landlord shall determine the fee payable by the tenant in advance.
- 15.4 To the extent the property forms part of a building or complex of buildings and the provision of goods and services related to the occupation of the property also concerns other portions of the building, the landlord shall determine the tenant's reasonably attributable share of the costs. The landlord is not required to take into account whether the tenant makes use of one or more of these goods or services. If one or more portions of the complex are not in use, the landlord shall ensure that the tenant's share is no higher than if the building or complex were fully in use.
- 15.5 The landlord shall provide the tenant, on an annual basis, with a statement from which the tenant can independently determine their share of the costs. The statutory limitation period begins at the end of the year to which the costs relate.
- 15.6 After the end of the tenancy, a statement shall again be prepared for any period not yet accounted for. The statement shall be provided within a maximum of six months after the end of the year to which the costs relate.
- 15.7 Any amounts shown in the statement as underpaid by the tenant or overpaid by the landlord, taking into account advance payments, shall be settled within three months of receipt of the statement. Disputing the accuracy of the statement does not suspend the tenant's obligation to pay.
- 15.8 At the tenant's request, the landlord shall provide the opportunity, within one month after delivery of the statement, to inspect the underlying books and other business records or copies thereof.



- 15.9 The landlord has the right, after consultation with the tenant, to change the type and scope of the supply of electricity, gas, and water for consumption in the residential portion of the property based on the individual meter, as well as the supply of other goods and services related to the occupation of the property.
- 15.10 The landlord has the right to adjust the tenant's advance payments for electricity, gas, and water for consumption in the residential portion of the property based on the individual meter, and the fee for other goods and services, during the tenancy, to reflect the anticipated costs, including in situations as described in Article 15.1.
- 15.11 If the consumption of gas, electricity, heat, or (hot) water is determined using meters and a dispute arises over the tenant's share due to malfunction or incorrect operation of the meters, the share shall be determined by a company consulted by the landlord that specializes in measuring and determining consumed gas, electricity, heat, and/or (hot) water. In case of damage, destruction, or fraud related to the meters, without prejudice to all other rights of the landlord against the tenant, including the right to repair or replace the meters and to recover any damages, the tenant shall bear the costs.
- 15.12 If the guest registers in the Municipal Personal Records Database (BRP) at the address of the accommodation, personal tax assessments issued in the guest's name may be delivered to this address. These may include, but are not limited to: water authority tax (resident levy), municipal user taxes, waste collection charges, sewage charges, and other personal municipal or national levies. Such taxes are personal in nature and remain the full responsibility of the guest. The landlord shall not be liable for the content, payment, or consequences of such assessments, but will provide reasonable cooperation in forwarding mail.
- 15.13 In case of damage, destruction, or fraud related to the meters, without prejudice to all other rights of the landlord against the tenant, including the right to repair or replace the meters and to recover any damages, the tenant shall bear the costs.
- 15.14 If the tenant locks themselves out, forgets the key, or otherwise cannot access the apartment, the landlord can provide assistance in gaining access during the times listed below. The following service fees will apply:
- Weekdays (Monday to Friday): € 120,00 incl. 21% VAT
  - Evenings and weekends: € 170,00 incl. 21% VAT
  - Assistance during the night (between 21:00 and 09:00) is unfortunately not available.

These amounts are service fees for time, travel and organization and are not included in the rental price. Payment of the above fees can be made immediately or afterward and will be invoiced separately.

In case of a lost key, the costs for duplicating a new key and/or replacing locks will be fully charged to the tenant. If lock replacement is necessary, these costs will be charged at cost price, plus an administrative fee of € 30,00 incl. 21% VAT.

## **Artikel 16 Termination of the Short Stay Lease Agreement or Use**

- 16.1 Unless agreed upon in writing otherwise, tenant shall return the leased property to the landlord at the end of the short stay lease agreement or at the end of the use of the leased property, in the condition described in the delivery report at the commencement of the lease, taking into account any subsequent work carried out by the landlord and normal wear and tear.

- 16.2 If no delivery report was prepared at the start of the lease, tenant is presumed, unless proven otherwise, to have received the leased property in the condition it is in at the end of the short stay lease agreement.
- 16.3 At the end of the short stay lease agreement or the use of the leased property, tenant shall deliver the property free from any use and usage rights, properly cleaned, and return all keys, key cards, and similar items to the landlord.
- 16.4 The tenant is obligated, at their own expense, to remove all items they have introduced into the leased premises or acquired from the previous tenant or user, unless the landlord has indicated otherwise in writing at any point. Furthermore, the tenant shall repair any damages caused by the removal of items from the leased premises. No compensation shall be payable by the landlord for items that have not been removed and were installed without the landlord's permission, unless otherwise agreed upon in writing.
- 16.5 Tenant shall lose possession of items they are deemed to have abandoned by leaving them in the leased property upon actually vacating the property. These items may be removed by the landlord at the tenant's expense, at the landlord's discretion, without any liability on the part of the landlord. The landlord is free to dispose of these items, either by taking possession of them or by removing them for the tenant's account, at the landlord's sole discretion. The landlord may also choose to have the items disposed of immediately or temporarily stored. If the landlord has the items transported and stored, the tenant can only reclaim these items from the landlord during the storage period by making a lump sum payment for all sums owed by the tenant to the landlord. The landlord is not liable for any damage to these items during removal, transport, or storage.
- 16.6 The provisions in Article 16.5 do not apply to movable property that the tenant has transferred to the subsequent tenant, provided that the subsequent tenant has notified the transfer in writing to the landlord.
- 16.7 In a timely manner before the end of the short stay lease agreement or use, the leased property shall be inspected jointly by the parties. A report shall be prepared by the parties, in which findings concerning the condition of the leased property are recorded. This report will also detail the work necessary for any repairs and outstanding maintenance for which the tenant is responsible, as well as the manner in which this will be carried out.
- 16.8 If the tenant or landlord does not cooperate in the inspection and the recording of findings and agreements in the report after having been duly provided the opportunity to do so through a registered letter, the party insisting on the report is authorized to conduct the inspection without the presence of the delinquent party and to establish the report as binding for the parties. The party insisting on the report will promptly provide a copy of this report to the delinquent party.
- 16.9 The tenant is obligated to carry out, or have carried out, the work required according to the report within the term stated in the report or as otherwise agreed between the parties. If the tenant wholly or partially fails to meet the obligations arising from the report, the tenant may have the work carried out by a third party at their expense and recover the costs from the tenant, without the need for the landlord or a representative of the landlord to put the tenant in default, and without prejudice to the landlord's claim for further damages and costs.
- 16.10 For the duration of the work, calculated from the date of the end of the short stay lease agreement, the tenant owes the landlord an amount equal to the last applicable rent, the fee for the supply of electricity, gas, and water for use in the residential area of the leased property based on an individual meter in that area, and the fee for other items and services provided in connection with the occupancy of the leased property, without prejudice to the landlord's claim for further damages and costs. The tenant cannot derive any rights from this provision.

## **Artikel 17          Payments**

- 17.1 The payment of the rent and all other amounts due under this short stay lease agreement shall be made on or before the due dates in Dutch legal tender, without any suspension, discount, deduction, or setoff against a claim that the tenant has or believes to have against the landlord, by deposit or transfer to an account provided by the landlord.
- 17.2 The landlord is free to change the place or method of payment by providing written notice to the tenant. The landlord may also determine to which outstanding debt under the short stay lease agreement a payment received from the tenant shall be applied, unless the tenant expressly indicates otherwise at the time of payment. In this case, the provisions of Article 6:50 of the Dutch Civil Code do not apply.

## **Artikel 18          Security Deposit**

- 18.1 As security for the proper performance of their obligations under the short stay lease agreement, the tenant shall deposit a security deposit, equal to the amount specified in Article 10 of the short stay lease agreement, into an account provided by the landlord at the time of signing the short stay lease agreement.
- 18.2 If the security deposit is utilized, the tenant is required to replenish the security deposit upon the landlord's first request in the amount for which the security deposit was used.
- 18.3 If and to the extent the security deposit has not been validly claimed by the landlord, the landlord shall return the security deposit to a bank account provided by the tenant after the termination of the short stay lease agreement.

## **Artikel 19          Joint and Several Liability, Co-Tenancy, Guardianship, and Administration**

- 19.1 If multiple persons have bound themselves as tenants, they shall be jointly and severally liable to the landlord for all obligations arising from the short stay lease agreement. The granting of payment extensions or remission of debt by the landlord to one of the tenants or an offer thereof relates to that tenant only.
- 19.2 The obligations arising from the short stay lease agreement are jointly and severally applicable to heirs and other successors of the tenant.
- 19.3 A person who has entered into and signed the short stay lease agreement with the landlord jointly with one or more others does not lose their tenancy by definitively vacating the leased property. Even in that case, they remain jointly and severally liable for the obligations under the short stay lease agreement. A contractual co-tenant (joint tenant) can only terminate the short stay lease agreement by giving notice together with the other tenant(s).
- 19.4 Upon entering into the short stay lease agreement, the tenant shall inform the landlord whether they are married or have entered into a registered partnership. The tenant shall provide the personal details of their partner to the landlord. If the tenant marries or enters into a registered partnership after signing the short stay lease agreement, they shall promptly notify the landlord in writing, providing the personal details of the partner.
- 19.5 Upon entering into the short stay lease agreement, the tenant shall inform the landlord whether they are under guardianship or administration. The tenant shall provide the personal details of the guardian or administrator to the landlord. If the tenant is placed under guardianship or administration after signing the short stay lease agreement, they shall promptly notify the landlord in writing, providing the personal details of the guardian or administrator.

## **Artikel 20      Non-Timely Availability**

- 20.1 The landlord is obliged to make the leased property available to the tenant on the commencement date as referred to in Article 3.1 of the short stay lease agreement.
- 20.2 If the leased property is not available on the intended commencement date due to the leased property not being ready in time, the previous tenant not vacating the leased property in accordance with the agreed terms, or the landlord has not yet obtained the required permits from government authorities, the tenant is not liable for the rent, compensation for the supply of electricity, gas, and water consumption in the living area of the leased property based on an individual meter located in that area, and any compensation for other services related to the occupation of the leased property until the date the leased property becomes available to the tenant. The tenant's other obligations and agreed-upon deadlines shall be adjusted accordingly.
- 20.3 The landlord is not liable for any damage arising from the delay to the tenant unless the landlord can be attributed to a failure to perform as required. An attributable failure includes a situation where the landlord does not make an effort to make the leased property available to the tenant as soon as possible.
- 20.4 If the landlord cannot make the leased property available to the tenant within ten business days after the intended commencement date, the tenant is entitled to terminate the short stay lease agreement extrajudicially by means of a registered letter.

## **Artikel 21      Apartment Rights**

- 21.1 If the building or complex of buildings to which the leased property belongs is or will be split into apartment rights, the tenant shall comply with the regulations concerning usage arising from the deed of division, statutes, or regulations. The same applies if the building or complex of buildings is or will be owned by a cooperative.
- 21.2 The landlord will not cooperate in the establishment of regulations that conflict with the short stay lease agreement, to the extent possible.
- 21.3 The landlord ensures that the tenant is provided with the regulations concerning usage referred to in Article 21.1.

## **Artikel 22      Costs, Default**

- 22.1 The tenant is in default upon the sole lapse of a certain period.
- 22.2 In all cases in which (sub)landlord serves a summons, a notice of default, or an official document on (sub)tenant, or in cases of legal proceedings against (sub)tenant to compel them to fulfill the short stay lease agreement or vacate the premises, (sub)tenant is obligated to pay all costs incurred for this purpose, both in and out of court - excluding the court costs payable by (sub)tenant pursuant to a final court decision - to (sub)landlord, as long as the Wet normering buitengerechtelijke incassokosten (law regulating extrajudicial collection costs) and the Besluit incassokosten (Decree on Collection Costs) do not apply to the reimbursement of those costs.

## **Artikel 23      Personal Data**

- 23.1 Personal data of the tenant and, if applicable, their spouse/registered partner and/or other family members, and/or curator/guardian are processed by the landlord and/or the (possible)

manager and/or their group companies for the following purposes: carrying out the short stay lease agreement, (planning) maintenance, conducting viewings and takeovers, making payments, and collecting claims, including entrusting them to third parties, handling disputes, questions, or investigations, including legal proceedings, exercising control, requesting and providing rent subsidies, internal management activities, as well as the execution or application of the law. For these purposes, personal data may be disclosed to third parties by the landlord and/or the manager as necessary, such as banks for payment purposes, maintenance companies conducting planned or complaint-based maintenance (to which the tenant's name and contact information, such as phone number, email address, and information about the complaint, may be provided), prospective tenants for viewings and takeovers (they may receive the tenant's name, phone number, and email address to schedule an appointment), collection agencies, bailiffs, lawyers, and judicial authorities in the context of arrears or disputes, the tax authorities, and other competent authorities, as well as service providers such as IT suppliers, accountants and auditors, and lawyers.

- 23.2 The data subjects have the right to request access to their personal data and/or request the landlord and/or the manager to correct, supplement, delete, or screen it. The tenant shall inform their spouse/registered partner and/or curator/guardian of the content of this article if applicable.

#### **Artikel 24 Domicile**

- 24.1 From the commencement date of the lease, all notifications from the landlord to the tenant concerning the execution of the short stay lease agreement are addressed to the address of the leased property.
- 24.2 In case the tenant no longer uses the leased property, the tenant is obliged to promptly inform the landlord in writing, providing a new domicile.
- 24.3 In the event that the tenant vacates the leased property without providing a new domicile to the landlord, the address of the leased property serves as the tenant's domicile.

#### **Artikel 25 Requests**

- 25.1 Except in cases where it is provided by the landlord on their own initiative, the tenant may only rely on the consent, approval, statement, or notification from the landlord if the tenant has made a written request for it, and the landlord has shown their positive response to it in writing. Conditions may be attached to the consent, approval, or statement of the landlord.

#### **Artikel 26 Complaints**

- 26.1 The tenant will submit complaints and requests in writing. In urgent cases, this may be done verbally, after which the tenant will confirm the complaint in writing as soon as possible.

#### **Artikel 27 Consequences of Nullity or Voidability**

- 27.1 If a part of the short stay lease agreement or the general terms and conditions is null or voidable, this does not affect the validity of the other provisions. Instead of the void or voidable part, what is as close as possible to what the parties could have agreed if they had known the nullity or voidability will then apply in a legally permissible manner.