



Usage

1.1 Tenant will follow verbal and written directions given by or on behalf of the landlord, for the proper use of leased premises and all spaces, installations and amenities of the building or building complex of which premises is part.

1.2 Tenant is not permitted without preceding written permission by landlord, to lease, sublease or permit usage of leased premises or part thereof to third parties, including the subleasing of rooms, offering room and board, or foregoing rent. Permission by or on behalf of landlord is for one time and one instance only and does not apply to other or following instances.

1.3 In case tenant acts in violation of what is stated in article 1.2 he will owe landlord for each day the violation lasts a fine that is immediately payable, equal to three times the rent that tenant is paying per day, with a minimum of € 50,- a day, which will not affect landlord's ability to claim fulfilment of contractual obligations or nullification of contract because of fault, as well as damages, if these are larger than the fine. Tenant must pay all income thus begotten to landlord.

1.4 If landlord has reason to suspect that tenant has leased, subleased or permitted usage of leased premises or part thereof to third parties, including by subleasing of rooms, offering room and board, or foregoing rent, tenant is obliged to cooperate in an investigation concerning that suspicion by landlord. Tenant is among other things obliged to provide personal data about user(s) or subtenant(s).

1.5 Tenant is not permitted to use storage rooms, garages etc, that are part of leased premises for other purposes than personal, non-commercial usage, including but not limited to use as workplace or for commercial purposes or usage, or permit of commercial usage of any kind.

1.6 Landlord is required to have leased premises available for tenant on the planned start date of the lease. However, in case landlord, not through a fault of his, cannot make leased premises available on time – for instance because previous tenant has not vacated leased premise at the agreed time or because landlord has not been able to acquire the necessary permits or because leased premises are not completed on time- landlord is not liable for that and the lease/rental agreement begins on the date on which landlord makes leased premises available to tenant, unless tenant has notified landlord in writing that he no longer wishes to enter into the lease/rental agreement. In case landlord can not make leased premises available on time, he only is required to ensure that delay is as short as possible.

Condition at start and end of lease term

2.1 Leased premises will be/is at start of the lease term as stated in the lease/rental agreement delivered to tenant and accepted by tenant in good condition, without faults. Such is the state of leased premises as tenant may expect of a well equipped and maintained premise as to which the lease/rental agreement refers. The state/condition of leased premises at the start of the lease term as stated in the lease/rental agreement will be recorded in an inspection report that will be dated and of which at least two copies will be made. All copies will be signed by parties and each party will receive a signed copy.

In case of any fault at the start of the lease term as stated in the lease/rental agreement, this fault will be described in the inspection report. This fault will be corrected or repaired by landlord within a reasonable time. In case landlord does not correct or repair the fault, landlord will only be at fault after tenant has informed landlord in writing.

2.2 Unless agreed to in writing, tenant will deliver leased premises at the end of the lease term as stated in the lease/rental agreement, to landlord in the state/condition that is recorded at the start of the lease term, taking into account any repairs and corrections by landlord and normal wear and tear.

2.3 Tenant is obliged to bring leased premises back in the exact original state as recorded in the inspection report drawn up at the start of the lease term, and undo at tenant's own expense, unless otherwise agreed in writing, any and all changes that tenant has made to leased premises or that tenant has taken over from a previous tenant or user. Tenant will repair any and all damage done to leased premises, will make sure that all walls and ceilings that are not wallpapered are painted white, and will, in case leased premises include a yard or garden, make sure that the dirt is not polluted and is level, without holes or ditches.

2.4 Parties will inspect leased premises together towards the end of lease term, referring to the inspection report that was recorded at the start of the lease term. Parties will establish if tenant should make any repairs. These necessary repairs will be recorded in a section to be added to the inspection report: 'Necessary repairs established at end of lease term.' Refusal on the tenant's part to participate in the inspection will equal tenant's approval of the inspection report, unless tenant provides evidence to the contrary. Inspection will be done at such a time that tenant will have time to make repairs before end of lease term.

2.5 Tenant will make all repairs mentioned in the inspection report before vacating leased premises at the end of the lease term.)

2.6 In case tenant does not or does unsatisfactory make the repairs recorded in the inspection report, landlord can have repairs done by someone else, at tenant's expense, without first notifying tenant. Damages or necessary repairs that only come to light at the end of lease term, landlord can similarly have repaired at tenant's expense without first notifying tenant.

2.7 Tenant will have to pay landlord a sum, that will be based on the rent and expenses for other services, for the time that is needed to make necessary repairs to bring leased premises in the state mentioned in 2.2. This



does not affect landlord's right to be reimbursed for other damages or costs. This article does not allow any privileges to tenant.

Change of look or interior by tenant

3.1 Tenant will in all cases inform landlord in writing in advance about any and all changes or additions to the interior or look that tenant wants to apply or have applied to leased premises. Changes will include but are not limited to holes in floors, ceilings or walls, with the exception of small holes for screws or nails.

3.2 Tenant is not permitted without landlord's preceding permission in writing, to change or add to look or interior in part or totally of leased premises, if these changes can not be reversed by tenant at the end of lease term without considerable costs. Changes or additions that tenant has applied without preceding permission by landlord, will be reversed by tenant at the end of lease/rental agreement.

3.3 Tenant must obtain permission in writing in advance from landlord for changes or additions to or on outside and or outer walls of leased premises, including but not limited to yard, patio, driveway, communal space and garden (unless it concerns decorative changes to the garden).

3.4 Unless parties agree differently in writing, landlord does not permit changes and/or additions that:

- influence the leasability of leased premises negatively and/or
- lead to a decrease in value of leased premises and/or
- are not necessary for efficient use of leased premises and/or
- do not increase enjoyment of leased premises and/or
- meet other decisive objections from landlord.

3.5 Landlord will have decisive objections in case, but not limited to the case that changes or additions:

- are not within regulations of government or service companies, or are not permitted, or for which no permit is obtained and/or
- are of insufficient technical quality and/or
- will negatively influence leasability of leased premises and/or adjoining property and/or
- will complicate adequate management and/or
- will or may cause disturbance to third parties and/or
- limit the ability of landlord to lease premises to tenants that are part of landlords' original target group and/or
- may damage leased premises or the building complex of which it is part and/or
- change the nature of leased premises and/or
- are contrary to the conditions under which owner of leased premises has acquired possession of leased premises.

3.6 Landlord is entitled to specify his permission with regulations or rules for tenant, concerning materials to be used or their quality, or the constructions or techniques to be applied, specifically concerning future maintenance and safety. Landlord may also specify his permission with regulations concerning fire, weather and liability insurance, concerning taxes and fines and other liabilities.

3.7 With his permission, landlord will make known with or not changes and/or additions will need to be reversed at the end of the lease/rental agreement. Landlord is permitted, in case reversal is needed, to require a guarantee that this obligation will be met. The reversal can only be waived in case landlord decides favourably to a written request by tenant and subsequent tenant to accept changes and/or additions. This request must entail that changes and/or additions are assumed by subsequent tenant. Landlord's permission can only be obtained if subsequent tenant signs a form provided by landlord, which will confirm this assumption. Subsequent tenant will then be responsible for the reversal of changes and/or additions at the end of his lease/rental agreement, unless these are again assumed by a subsequent tenant as stated in the earlier part of this article.

3.8 Tenant is obliged to maintain and repair changes and/or additions done or assumed by him. In case tenant has assumed items, services, changes or additions from a previous tenant, landlord is never liable for any of these. Tenant will be responsible for any and all claims or damages of third parties that involve items, services, changes or additions from a previous tenant.

3.9 Walls and ceilings in leased premises that are without wallpaper may not be wallpapered by tenant. Tenant may not apply stickers onto painted surfaces or glue carpet onto decks or stairs. Materials applied to walls by tenant must be removed by tenant at the end of the lease/rental agreement.

3.10 Any permission given by landlord is for a single instance and does not apply to other or subsequent instances.

3.11 Landlord is not required to follow recommendations or suggestions by tenant for subsequent tenants for leased premises; the fact that recommended or suggested subsequent tenant is willing to assume items, services, changes or additions from tenant does not affect this article.

3.12 Article 2.1 through 2.9 of this agreement apply to all changes or additions that tenant has applied to leased premises.

3.13 Any and all changes or additions that tenant has applied in violation of landlord's conditions must be reversed upon first notice from landlord.

3.14 In case changes or additions that tenant has applied must be removed temporarily because of maintenance or repair to leased premises or complex of which leased premises are part, costs of removal, storage and/or re-appliance will be tenant's responsibility, regardless if landlord did or did not give permission for the changes or additions.



Changes or additions by landlord

4.1 In case local or national government regulations require landlord to change or improve leased premises and/or the complex that leased premises are part of, tenant must allow these changes or improvements on leased premises.

4.2 In case landlord is required or justified according to 4.1 to make changes or improvements to leased premises, landlord may raise the lease sum with an amount that is reasonable considering the costs incurred by landlord in implementing these changes or improvements. Landlord may not raise the lease sum for any changes or improvements that can be considered maintenance or repair to bring the premises in a state that may be expected considering the original lease sum.

Communal or central system for receiving television/radio

5.1 In case leased premises is, will be or can be connected to an existing communal or central system for receiving television or radio signals, tenant is not permitted to install or maintain any alternative system or make any changes to the existing system.

5.2 Only the designated, installed connection point to the communal or central system may be used to connect receiving equipment. Tenant is required to use and pay for proper connection cords.

Tenant is liable for any damage to the system or connection point caused by dysfunctional reception equipment or improper connection cords.

Yard, garden, outside area, driveway, walls and other separations, dwellings

6.1 In case leased premises include a yard or garden, tenant is required to install, use and maintain this yard or garden as decorative space, and not use this space for storage of any items or for parking one or more cars, trailers, campers or boats etc.

Trees and shrubbery, including those that were present at the start of lease/rental agreement, must be maintained and pruned timely by tenant.

6.2 Tenant is not permitted to install, change or remove any separations or dwellings on leased premises without landlord's permission.

6.3 Article 3.1 through 3.14 also applies here.

Shading

7.1 Tenant is not permitted to install any external shading device, unless tenant has received permission from landlord concerning installation, construction, style and colour.

7.2 3 Article 3.1 through 3.14 also apply here.

Damage and liability

8.1 In case any damage has occurred, is in the process of occurring, or is possibly going to occur to any part of leased premises, including but not limited to damage or possible damage to electrical, cables, drains, sewer, installations or equipment, tenant must inform landlord immediately, in writing.

8.2 In case damage is imminent or there is a risk that damage increases or spreads, tenant is required to notify landlord immediately and immediately take appropriate measures to prevent and/or limit further damage to leased premises. This holds specifically but not only in case damage has happened or may happen as a result of weather conditions.

8.3 Landlord is not liable for losses and/or damages or loss of enjoyment of leased premises to tenant and/or anybody tenant shares leased premises with, or for damages to affairs that belong to tenant and/or anybody tenant shares leased premises with, that are a result of visible or invisible faults of leased premises, unless landlord is accountable for that damage or loss of enjoyment, or in case losses or damages are the result of a fault that was present at the start of lease/rental agreement and that landlord was or could have been aware of.

8.4 Tenant is liable for damage to leased premises that is the result of tenant's non-compliance with any part of the lease/rental agreement. All and any damage, except fire damage, will be assumed to be the result of that non-compliance. The term tenant in this article refers to tenant and anybody tenant shares leased premises with and others that are present in leased premises.

8.5 Tenant is required to have and maintain solvent adequate and customary home insurance. In case of losses or damages, tenant will first submit a claim to insurance company for damages that might be covered by home insurance.

8.6 Landlord will not be held liable for any accidents, injuries or deaths incurred on, or surrounding, the property. The use of the pool is at your own risk.



Liability, more than one tenant

9.1 In case more than one person has signed as tenant, each and all of these persons is individually and fully responsible for any and all part of the lease/rental agreement and the commitments it contains. In case landlord allows one tenant a grace period or cut in payments owed, that allowance only applies to that particular tenant.

9.2 A person that has co-signed the lease/rental agreement with one or more other person(s), without legally being a co-tenant will continue to be considered a co-tenant after definitively leaving leased premises, and be individually liable for any and all part of the lease/rental agreement. A contractual co-tenant can only cancel lease/rental agreement together with all other co-tenants.

9.3 Upon signing the lease/rental agreement, tenant must inform landlord about tenant's marital status and/or any domestic partnership agreement tenant is part of. Tenant is required to provide landlord with the personal data about tenant's spouse or domestic partner. In case tenant marries or enters into a domestic partnership after signing the lease/rental agreement, tenant will immediately inform landlord about this in writing and provide the personal data of tenant's spouse or domestic partner.

Cancelling the lease/rental agreement

10.1 Cancelling the lease/rental agreement must be done:

- Starting the first day of a new payment term and
- Observing a cancellation period.

The cancellation period equals the rent of a payment term, but is in case of cancellation by tenant not shorter than one month nor longer than three months and in case of cancellation by landlord not shorter than three months.

Default, fines

11.1 Tenant is in default when the due date of a singular payment term has passed.

11.2 In each case that tenant is in default concerning the timely and full payment of a sum owed, the sum owed is increased with 1% interest of the sum owed per calendar month or part thereof, counting from the day the payment became default to the day the sum owed, including the added interest, is paid in full.

11.3 In case one of the parties is not compliant with any or all obligation following from the lease/rental agreement or any legal obligation, and thereby forces the other party to take legal or other measures, the party at fault by will be liable for all costs following from those measures.

Privacy

12.1 By signing this lease/rental agreement, tenant grants permission to landlord and manager to include tenant's personal data in a database.

Complaints

13.1 Tenant will file complaints and requests in writing with landlord. In case of urgent complaints or requests, these may initially be made known verbally, but must be confirmed by tenant in writing as soon as possible.

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