

ROOM RENTAL AGREEMENT

Parties:

Landlord's Initials and Surname, residing at Landlord's Street name and house number,
Landlord's Postcode Landlord's Residence, hereinafter referred to as: '**Landlord**';

and

Your Initials and Surname, residing at Your Street name and house number, Your
Postcode Your Residence, hereinafter referred to as: '**Tenant**'

Whereas:

- the Parties wish to enter into a room rental contract for a definite period of time
- the Parties wish to lay down the agreements made between them in this agreement in writing

Have agreed as follows:

Clause 1 - Description of the Rented Property

1. The Landlord lets to the Tenant and the Tenant rents from the Landlord the residential property at Concerned Room's details, Concerned Room's Postcode Concerned Room's Place, hereinafter referred to as: 'the Rented Property', situated on the 2nd floor and at the front of the rented property (hereinafter referred to as: '**the Rented Property**').
2. The Tenant has the shared use of:
 - the garden
 - the storage room

- the basement

Clause 2 - Designated use of the Rented Property

1. The Tenant will only use the Rented Property as a residential property. The Tenant may not use the Rented Property for other purposes without the prior written permission of the Landlord.
2. The rented property is used as residential property for 1 person
3. If the Tenant acts contrary to this clause, he will owe an immediately due and payable fine, as described in Clause 20.

Clause 3 - Term of the agreement

1. The tenancy agreement starts on 01 september 2023 and expires on 31 augustus 2025.

Clause 4 - State of repair

1. The Landlord will deliver the Rented Property to the Tenant on the commencement date of the tenancy agreement, in its then current state of repair
2. Before or upon delivery to the Tenant at the latest, the Parties will draw up an inspection list, in which they describe the state of repair of the Rented Property. The Landlord will remedy any defects on the inspection list within a reasonable period of time.

Clause 5 - Rent

1. The total rent is charged monthly by the Landlord to the Tenant and upon commencement amounts to €900 per month.
2. This rent comprises the following:

Basic rent	€750
Deposit costs of power/water supply	€100
Service charges	€50
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Total rent	€900

3. The Tenant will transfer the total rent per month before or on the first day of the period that the payment relates to, into the bank account of the Landlord with account number Landlord's IBAN number in the name of Landlord's Name, without (claiming any) discount, set-off or suspension.
4. Service costs include the costs for the following services:
 - Maintenance
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Clause 6 - Rent increase

1. The rent for the Rented Property is changed by the Landlord for the first time on 1 July of the year following the year in which this agreement was entered into and as from 1 July of each year thereafter, in accordance with the applicable statutory provisions relating to residential property with regulated rent.

Clause 7 - Deposit

1. Before or on the commencement date of the tenancy agreement at the latest, the Tenant will pay the Landlord a deposit amounting to €750.
2. Payment of said deposit is made by transfer into the bank account of the Landlord with account number Landlord's IBAN number in the name of Landlord's Name.

Clause 8 - Taxes and other levies

1. Unless legislation and regulations do not allow this, the following taxes and levies are payable by the Tenant, even if it is the Landlord who is assessed for this:
 - waste levy and sewage charges
 - resident tax
 - water authority or polder charges
 - environmental levies, including the pollution levy on surface waters and the purification levy on waste water
 - betterment levy or any related taxes or levies, either in full or a proportional part thereof, in case and insofar as the Tenant benefits from whatever the assessment or levy is imposed on

- other current or future taxes such as environmental protection contributions, charges, levies and fees for the actual use of the Rented Property, goods of the Tenant and/or taxes, or environmental protection contributions, charges, levies and fees that would not have been fully or partially levied or imposed, if the Rented Property would not have been in use
2. The Tenant, on demand of the Landlord, will pay the aforesaid charges that are charged to the Landlord and are payable by him.
 3. If upon demand of the Landlord the Tenant has not paid the aforesaid charges within 7 days, the latter will be in default by operation of law.

Clause 9 - Proper use of the property

1. The Tenant is obliged to inhabit and use the Rented Property as principal residence. Overcrowding of the Rented Property or any part thereof is not permitted.
2. Use of the Rented Property or any part thereof as a cannabis farm, regardless of whether this is operated for profit or for personal use, or for the manufacture and/or trade in (other) drugs is not permitted.
3. It is also forbidden to exercise, or have exercised, any (small) business, trade or cottage industry in the Rented Property.
4. The Tenant must use the Rented Property in such a way that he does not act contrary to any law, general municipal bylaws or other government regulations. The Tenant must further comply with the requirements and regulations set by the utility companies that supply gas, water and/or electricity.
5. The Tenant may not cause a nuisance or inconvenience to local residents or the environment.
6. The Tenant must take appropriate measures to prevent damage to the environment in any form whatsoever.
7. The Tenant must take appropriate measures to prevent damage to or caused by the Rented Property.
8. The Tenant must immediately report to the Landlord in writing any damage that has been caused or that is imminently caused to the Rented Property.
9. The Tenant is obliged to take out adequate insurance, which insurance covers the Tenant in the event of damage to the interior, furnishings and fittings, goods in

stock and in the event of direct trading loss, as well as against the dangers of, in any case, fire, lightning strike, storm, precipitation and flooding.

10. If the Tenant acts contrary to subclauses 1, 2 or 3 of this clause, he will owe an immediately due and payable fine, as described in Clause 20.

Clause 10 - Obligations of the Tenant with regard to maintenance and repair

1. Damage repairs as a result of improper use of the Rented Property will be at the Tenant's expense.
2. Minor repairs to the Rented Property will be at the Tenant's expense. This in any case includes the repairs referred to in the Minor Repairs (Tenant's Liability) Decree and the changes made to the Rented Property by the Tenant himself.
3. If despite having received a written notice of default to that end, the Tenant fails to remedy the situation and have the repairs he is responsible for carried out within the reasonable time specified in the notice of default, the Landlord may have the work performed at the expense and risk of the Tenant.

Clause 11 - Obligations of the Landlord with regard to maintenance and repair

1. Repairs not payable by the Tenant under the law and this agreement will be payable by the Landlord. The Tenant will timely report the necessary maintenance work to the Landlord and the Landlord will perform the work within a reasonable time period.
2. The Tenant must at all times give the Landlord the opportunity to carry out the maintenance and repairs referred to under 1.

Clause 12 - Changes to the Rented Property

1. The Tenant may not make any changes to the Rented Property without the written permission from the Landlord, unless the changes can be easily undone at the end of the tenancy agreement, without incurring any major costs.
2. If the Tenant acts contrary to this clause, he will owe an immediately due and payable fine, as described in Clause 20.

Clause 13 - Subletting

1. The Tenant is not permitted to fully or partially sublet the Rented Property or to make it available to third parties without the prior written permission from the Landlord.

2. If the Tenant acts contrary to this clause, he will owe an immediately due and payable fine, as described in Clause 20.

Clause 14 - Pets

1. The Tenant is only allowed to keep pets subject to prior written permission from the Landlord.
2. If the Landlord has given written permission for keeping pets, they may not cause any nuisance or inconvenience.
3. If the Tenant breaches this clause, he will owe an immediately due and payable fine as described in Clause 20, without prejudice to the obligation to immediately remove all pets from the Rented Property.

Clause 15 - Liability

1. The Tenant is liable for all damage to the Rented Property, unless he proves that he and the persons whom he is responsible and/or liable for vis-à-vis the Landlord are not at fault with regard to the damage.
2. The provisions of subclause 1 are without prejudice to the fact that the Tenant, under the law and this agreement, is obliged to maintain, repair and/or replace certain items at or on the Rented Property.
3. The Landlord is not liable for damage suffered by the Tenant as a result of defects to the Rented Property, unless:
 - o these defects were known to the Landlord at the start of the tenancy agreement
 - o the defects can be attributed to the Landlord on the grounds of a legal obligation.
4. The Landlord is not liable for damage suffered by the Tenant on account of defects to changes or additions made by the Tenant to the Rented Property.
5. The Landlord is not liable for damage caused beyond the control of the Landlord such as but not limited to frost, storm, lightning strike, riots, armed conflicts, natural disasters and other emergencies.

Clause 16 - Access to the Rented Property

1. The Landlord and all persons to be designated by him are, subject to consultation with the Tenant, entitled to access the Rented Property on working days between

- 8 a.m. and 6 p.m. in order to perform (repair) work on the Rented Property, inspect the state of repair of the Rented Property and for valuation purposes.
2. The Landlord is entitled to access the Rented Property without consultation in the event of an emergency and outside the days and times referred to in subclause 1.
 3. In the event of the intended letting, sale or auction of the Rented Property, the Tenant, after prior notification thereof by the Landlord, will be obliged to allow the Rented Property to be inspected on working days between 9 a.m. and 5 p.m., as well as allow the display of 'for sale' or 'to let' signs on or near the Rented Property.
 4. If the Tenant acts contrary to this clause, he will owe an immediately due and payable fine, as described in Clause 20.

Clause 17 - Energy performance of the Rented Property

1. Upon entering into the tenancy agreement, the Landlord handed over a copy of the energy label or the Energy Index with regard to the Rented Property to the Tenant. The Tenant declares to have received the energy label or the Energy Index.

Clause 18 - Termination of the tenancy agreement

1. The Parties may terminate the agreement with due observance of the statutory notice periods.
2. Upon entering into this agreement, the statutory notice period applicable to the Tenant is 1 month.
3. During the term of the contract, the tenant is entitled to tenancy protection.
4. By way of derogation from paragraph 3 of this article, the tenant does not enjoy rental protection in the event of termination towards the end of the contract and the landlord does not need a legal ground for termination.
5. For the landlord, the statutory notice period is a minimum of 1 month and a maximum of 3 months.
6. Notice must be given by the day agreed for payment of the rent.
7. Notice must be given by registered letter or a bailiff's notification.

Clause 19 - End of the tenancy agreement and delivery

1. At the end of the tenancy agreement, the Tenant will deliver the Rented Property to the Landlord in the state of repair as described in the delivery report, taking into account normal wear and tear and ageing.
2. The Parties will carry out a joint preliminary inspection amply in time before the end of the tenancy agreement. Based on this report, the Landlord will give the Tenant the opportunity to repair the defects payable by the Tenant, within 2 weeks.
3. A joint final inspection will be held at the end of the 2-week period. This inspection will, in any case, be held no later than on the last day of the tenancy agreement or upon vacation of the Rented Property.
4. At the end of the tenancy agreement, the Tenant will deliver the Rented Property empty, cleared and cleaned, and hand in the keys.
5. If the Tenant does not cooperate with the preliminary or final inspection, the Landlord can carry out a unilateral inspection that will be binding for the Tenant.
6. If the Tenant has not repaired the identified defects in time or in full or has not delivered the Rented Property at the end of the tenancy agreement in accordance with the provisions of subclause 4, the Landlord will be entitled to have these carried out at the Tenant's expense.

Clause 20 - Penalty stipulation

1. If the Tenant violates the provisions of Clauses 2, 9 subclauses 1 to 3, 12, 13, 14 and 16, he will forfeit to the Landlord an immediately due and payable fine of € 250, as well as an amount of €25 per day for each calendar day that the violation continues, subject to a maximum of €2,500.
2. This fine does not affect the Landlord's right to claim full compensation.

Clause 21 - The consequences of voidness or voidability

1. If part of this tenancy agreement is void or voidable, the other provisions of the agreement remain unaffected. In that case, a provision that is void or voidable will be replaced by a provision that is closest to what the Parties envisaged when concluding the agreement.

Clause 22 - Online signature

1. By using the online signature service for this electronic contract that has been drawn up on the Rocket Lawyer platform, the Parties declare that this contract is

the original version and that it legally binds the Parties. The Parties receive an e-mail as soon as all Parties have signed this contract, which serves as documentary evidence that this contract has been concluded legally.

Clause 23 - Applicable law and competent court

1. This agreement is governed by Dutch law.
2. In the event of any disputes, the court has jurisdiction in the district where the Rented Property is situated.

Signed:

Landlord's Initials and Surname

Your Initials and Surname