

### Translation from Dutch to English

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text, the Dutch text will be binding. This tenancy is subject to Dutch law.

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## TENANCY AGREEMENT FOR RESIDENTIAL ACCOMMODATION

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Model adopted by the Real Estate Council of the Netherlands [*Raad voor Onroerende Zaken – ROZ*] on March 20<sup>th</sup> 2017. Reference to and the use of this model is permitted only if the completed, added or derogating text is clearly recognisable as such. Additions and derogations should preferably be included under the heading 'Special provisions'. Any liability for adverse effects resulting from the use of the text of the model is explicitly excluded by the ROZ.

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THE UNDERSIGNED:

**Xior Student Housing N.V.**, with its registered office and principal place of business at Mechelsesteenweg 34, Box 108, 2018 Antwerp, Belgium, listed in the Commercial Register under number **68200536** and duly represented in this matter by Mr **R.A. Cremers**, referred to below as '**the Landlord**',

AND

|                                   |  |
|-----------------------------------|--|
| Mr/Ms                             | : [voorletters] [tussenvoegsel] [achternaam] |
| First name                        | : [voornaam]                                 |
| Domiciled/residing at             | : [plaatshuidig]                             |
| Date and place of birth           | : [geboortedatum], [geboorteplaats]          |
| Passport / ID/Driving licence no. | : [nummerID]                                 |
| Citizen service number            | : [bsn-nummer]                               |
| IBAN bank account no.             | : [IBAN]                                     |
| BIC code                          | : [BIC]                                      |
| Email                             | : [emailhuurder]                             |
| Mobile telephone no.              | : [mobielhuurder]                            |
| Legally represented by            | : [vertegenwoordiging]                       |

**Student number** : [nummeropleiding]

if applicable, referred to below, both jointly and individually, as '**the Tenant**',  
The Landlord and Tenant are jointly referred to below as 'the parties',

WHEREAS:

The Landlord has residential accommodation available that is intended under this agreement for a student who is registered at a general university or a university for applied sciences as referred to in Article 1.2, parts a and b of the Dutch Higher Education and Research Act [*Wet op het hoger onderwijs en wetenschappelijk onderzoek*]  
(both referred to below as 'the student');

- At the time of entering into the tenancy agreement, the Tenant is a student at the Erasmus University in Rotterdam;
- The Landlord is prepared to enter into a tenancy agreement with the Tenant with a term of 12 months, during the Tenant's first year of study;
- The tenancy agreement ends by operation of law after 12 months. Termination of the tenancy agreement is irrevocable and it cannot be continued under any conditions.
- The Tenant is aware that the rented housing is residential accommodation that is intended for students and that the rented space is made available to him/her because of his/her student status, as well as that the Landlord may terminate the tenancy agreement, notwithstanding other grounds for termination, if he/she cannot prove, or no longer prove, that he/she is a student.

ARE AGREED AS FOLLOWS:

### **1. Rented housing and designated use**

- 1.1** The Landlord lets to the Tenant, who in turn rents from the Landlord, the self-contained residential accommodation, referred to below as 'the rented housing', known locally as: **[space]** located on the **[floor]**  
The rented housing is represented on the floor plan attached as an appendix to this agreement.  
The condition/state of repair of the rented housing at the start of the tenancy is recorded in a dated Delivery Inspection Report, supplemented if necessary by photographs that are initialled by the parties. Each party signs and receives a copy of the report.
- 1.2** The rented housing is solely intended for use as residential accommodation.  
More specifically, the rented housing is solely intended for use as residential accommodation for:  
- a student within the meaning of Article 274d, paragraph 2, Book 7 of the Dutch Civil Code;  
After the termination of the tenancy agreement, the rented housing is relet to:  
- a student within the meaning of Article 274d, paragraph 2, Book 7 of the Dutch Civil Code;
- 1.3** The Tenant is not permitted to give the rented housing a different designated use to the one described in Article 1.2, without the Landlord's prior written consent.
- 1.4** When entering into the tenancy agreement, the Tenant did not receive a copy of the energy label, as referred to in the Energy Performance (Buildings) Decree [*Besluit energieprestatie gebouwen*] and/or a copy of the Energy Index for the rented housing.

### **2. Conditions**

- 2.1** This tenancy agreement obliges the parties to comply with the statutory provisions relating to letting out and renting residential accommodation insofar as this tenancy agreement does not stipulate otherwise. The 'GENERAL PROVISIONS OF A TENANCY AGREEMENT FOR RESIDENTIAL ACCOMMODATION', as adopted on 20 March 2017 and filed with the registry of The Hague District Court on 12 April 2017, where they are registered under number 2017.21 (referred to below as the 'General Provisions'), form part of this tenancy agreement.
- 2.2** The parties are familiar with these General Provisions, which were provided to the Tenant prior to the conclusion of the agreement. The General Provisions can be also be sent electronically or by another means on request.
- 2.3** The General Provisions referred to in Article 2.1 are applicable, except for those cases in which this agreement expressly stipulates otherwise or in which the application of those provisions is not possible with regard to the rented housing.

### **3. Term, extension and termination**

- 3.1** This agreement is entered into for a definite period of 12 (twelve) months, commencing on **[start date]** up to and including **[end date]**.
- 3.2** The rented housing will be made available to the Tenant on the tenancy start date provided that the Tenant has complied with all his/her existing obligations towards the Landlord on that date. If the start date does not fall on a business day, the rented housing will be made available on the next business day.
- 3.3** During the period specified in Article 3.1, the parties may not terminate the agreement early by way of notice.
- 3.4** The tenancy agreement ends after the expiry of the period specified in Article 3.1 by operation of law, without the need for any notice of termination. The tenancy agreement may not be continued or extended under any conditions.

#### 4. Payment obligation, payment period

- 4.1 Effective from the start date of this tenancy agreement, the Tenant's payment obligation consists of:
- the rent
  - the advance payment in connection with the supply of electricity, gas and water for consumption in the living area of the rented housing based on the individual meter installed in that area (costs for mains services with an individual meter)
  - the advance payment for the other items and services that are provided in connection with the occupation of the rented housing (service charges).
- 4.2 The payment in connection with the supply of electricity, gas and water for consumption in the living area of the rented housing based on the individual meter installed in that area consists of the actual costs based on the meter readings.
- 4.3 The Landlord will determine the payment for the other items and services that are provided in connection with the occupation of the rented housing, as specified in Article 7. A system of advance payments with subsequent settlement applies to the payments as referred to in Articles 4.2 and 4.3, as indicated in Articles 17.1 – 17.15 of the General Provisions.
- 4.4 The rent and the advance payments as referred to in Articles 4.2 and 4.3 are payable in advance, and must always be paid on or before the first day of the period to which the payment relates in the manner indicated by the Landlord.
- 4.5 The following amounts apply to each one-month payment period:
- |  |   |                 |
|--|---|-----------------|
| • Rent for the housing                           | € | [huurprijs]     |
| • Parking bay                                    | € | [parkeerplaats] |
| • Advance payment for service charges            | € | [vsservice]     |
| • Advance payment for electricity, gas and water | € | [vsenergie]     |
| • Other costs and services                       | € | [overigekstn]   |
| • Depreciation of soft furnishings and furniture | € | [stofferings]   |
| Total monthly payment by the Tenant              | € | [maandbedrag]   |

**Municipal taxes/levies are not included in these costs. The Tenant will receive separate assessments for these costs from the relevant municipal bodies and these costs are thus payable by the Tenant.**

- 4.6 In view of the start date of this agreement, the first payment period relates to the period [start1stpayment] to [end1stpayment]. The amount payable for this first period, together with the non-interest-bearing deposit (€ 1,000.00, see Article 10) and one-off administration fee (€ 75.00, see Article 14.1), is € [1stamount]. The Tenant shall pay this amount within 5 (work)days after receiving of the tenancy agreement to account XXXXXXXXX.

#### 5. Rent adjustments

- 5.1. ~~The rent may be adjusted on the proposal of the Landlord, for the first time on [indexation] and then annually on 1 July, by a percentage that does not exceed the percentage allowed by law on the start date for that adjustment for residential accommodation with controlled rent, failing which the rent will be adjusted in accordance with the provisions of Article 5.2. In addition to the percentage referred to in the previous sentence, the rent may be adjusted on the proposal of the Landlord by a percentage that does not exceed the percentage allowed by law on the start date of that adjustment for the income-assessed rent increase, if the rented housing is self-contained residential accommodation with controlled rent. The parties declare that the provisions of Article 252a, Book 7 of the Dutch Civil Code are applicable by analogy, insofar as required, and the Tenant gives consent, insofar as required, for requesting a statement as referred to in Article 252a, paragraph 3, Book 7 of the Dutch Civil Code.~~

**5.2** ~~If the rented housing is self-contained residential accommodation with decontrolled rent, the provisions of Article 5.1 do not apply. In that case, the rent will be adjusted for the first time on ..... and thereafter annually in accordance with Article 16 of the general provisions. Besides and simultaneously with the annual adjustment in accordance with Article 16 of the general provisions, the Landlord is entitled to increase the rent by a maximum of ...%.~~

## **6. Costs of mains services with an individual meter**

**6.1** Where possible, the Landlord shall arrange for individual consumption readings with regard to the supply of electricity, gas and water for use in the living area of the rented housing.

## **7. Service charges**

**7.1** The additional supplies and services (service charges) to be provided by or on behalf of the Landlord to the Tenant may include:

'Rent supplement for supplies and services':

- cleaning costs for communal areas;
- connection and consumption of gas, water and electricity, including the costs of measuring heat and energy consumption for the communal areas;
- concierge costs (70% of the costs)

Other supplies and services:

- internet in the rented housing;
- use of the communal areas;
- internet in the communal areas;
- connection and consumption of gas, water and electricity, including the costs of measuring heat and energy consumption in the rented housing;
- costs of managing the internet and camera system;
- costs of additional security service (if necessary);
- depreciation of furniture in the communal areas within the complex, internet hardware and camera equipment;
- advance payment on consumption of water in the housing and standing charge;
- maintenance of various communal facilities;
- telephone costs of lift intercom connection;
- provision of washing machines and tumble dryers;
- maintenance of washing machines and tumble dryers;
- maintenance of speed gate/access control and of parking garage/car park;
- replacement of lamps in the communal areas;
- general water consumption and standing charge for the communal areas;
- home telephone, door opener;
- window cleaning;
- garden maintenance;
- administration fees.

## **8. Taxes and other levies**

**8.1** Unless prohibited by laws or ensuing regulations, the following items are payable by the Tenant, even if the assessment for that purpose is issued to the Landlord:

- a. the property tax and water authority or polder charges for the actual use of the rented housing and the actual shared use of the service areas, general areas and communal areas;
- b. environmental levies, including the surface water pollution levy and the waste water purification levy;
- c. betterment levy, or related taxes or levies, in whole or pro-rated, if and insofar as the Tenant has benefited from what forms the basis of the assessment or levy;

- d. other existing or future taxes, environmental protection contributions, charges, levies and fees relating to the actual use of the rented housing; relating to the assets of the Tenant, which would not have been fully or partially levied had use of the rented housing not be allowed.

**8.2** If the levies, taxes, fees or other charges that are payable by the Tenant are collected from the Landlord, the Tenant must pay these to the Landlord immediately on request.

## **9. Property manager**

**9.1** Until the Landlord specifies otherwise, the property manager will be:

### **XIOR Student Housing N.V.**

Postal address: P.O. Box 529  
5600 AM Eindhoven  
Telephone: 088 – 6000 183  
Email: rotterdam@xior.nl

## **10. Deposit**

**10.1** The Tenant shall pay a non-interest-bearing deposit of € 1,000.00 (one thousand, two hundred and fifty euros), in the manner specified in Article 4.6, before the tenancy start date.

**10.2** The deposit can never be regarded as the last month's rent or be set off against it.

## **11. Penalty clause**

**11.1** The Tenant and Landlord agree that if the Tenant fails to comply with his/her obligation(s) under the following provision(s), he/she will forfeit an immediately due and payable penalty to the Landlord, as specified below:

- a. a penalty of € 50.00 for each calendar day that the contravention continues, in case of a contravention of Article 1 (use), 9 (garden), 13.1 and 13.2 (reporting damage), 14.1 (general areas), 14.3 under a (pets), 14.4 (nuisance), 21.1 and 21.2 (deposit) of the General Provisions, capped at € 2,500.00, notwithstanding his/her obligation to still comply with the obligation concerned and notwithstanding the Landlord's right to further compensation;
- b. a penalty of € 50.00 for each calendar day that the contravention continues, in case of a contravention of Article 4.1 and 4.2 (alterations and additions), 8 (antennas), 10 (sun blinds), 14.2 and 14.3 under b (complaints, ventilation ducts and flues) of the General Provisions, capped at € 5,000.00, notwithstanding his/her obligation to still comply with the obligation concerned and notwithstanding the Landlord's right to further compensation;
- c. a penalty of € 50.00 for each calendar day that the contravention continues, in case of a contravention of Article 1.3 (change of designated use) of this tenancy agreement and of Article 12 (access), 15.2 (hazardous substances) and 19 (prompt and correct redelivery) of the General Provisions, capped at € 5,000.00, notwithstanding his/her obligation to still comply with the obligation concerned and notwithstanding the Landlord's right to further compensation;
- d. a penalty of € 500.00 for each contravention, plus an additional penalty of € 100.00 for each calendar day that the contravention continues, in case of a contravention of Article 2 (temporary subletting) of the General Provisions, capped at € 5,000.00, notwithstanding (i) his/her obligation to still comply with the obligation concerned, (ii) the Landlord's right to further compensation and (iii) the obligation to pay over any profit that he/she is estimated to have made by acting contrary to this prohibition;
- e. a penalty of € 10,000.00 for each contravention, plus an additional penalty of € 50.00 for each calendar day that the contravention continues, in case of a contravention of Article 14.3 under c (hemp and similar substances) of the General Provisions, capped at € 10,000.00, notwithstanding (i) his/her obligation to still comply with the obligation concerned, (ii) the Landlord's right to further compensation and (iii) the obligation to pay over any profit that he/she is estimated to have made by acting contrary to this prohibition;

## **Special provisions**

### **12. Residence permit/Housing permit**

- 12.1** This agreement is concluded subject to the condition precedent that the Tenant – if applicable – is granted the housing permit required by the authorities to take occupation of the rented housing within thirty days of the start date of this agreement. If the housing permit is not granted, the Tenant will be obliged to pay a fee equal to the agreed rental obligation.
- 12.2** It is the Tenant's responsibility to apply for a housing permit. Insofar as applicable, the Tenant is obliged to take the necessary measures or perform the necessary acts in order to facilitate the issue of the housing permit. The Tenant bears the risk of failing to obtain a housing permit.
- 12.3** A housing permit is free of charge and can be requested from the relevant municipality.
- 12.4** The Tenant may not occupy the rented housing before he/she is in possession of the aforementioned permit, where applicable.
- 12.5** The Tenant must remain in possession of the housing permit, where applicable, for the duration of this tenancy agreement.

### **13. Termination of the tenancy agreement when studies end**

- 13.1** If the Tenant ends his/her studies at the institution for continued secondary or higher education, is no longer registered as a student and/or is no longer connected in another way to the institution for continued secondary or higher education at any time during the tenancy period, he/she shall give written notice of this fact to the Landlord within three months.
- 13.2** If the Tenant ends his/her studies at the institution for continued secondary or higher education, is no longer registered as a student and/or is no longer connected in another way to the institution for continued secondary or higher education at any time during the tenancy period, he/she shall cooperate in the implementation of the Landlord's turnover policy by terminating the tenancy agreement within six months of the end of his/her studies and/or other form of connection to an educational institution. The Landlord may also terminate the tenancy agreement in accordance with Article 13.5.
- 13.3** The tenancy agreement cannot be terminated within 12 months of its start date, in accordance with Article 3.1.
- 13.4** The Landlord is entitled (but not obliged) to make a written request to the Tenant once a year to provide a copy of his/her registration for the current academic year at a general university, university of applied sciences or institution as described in the preamble to this agreement, within three months of the date on which the Landlord sends that written request.
- 13.5** If the Tenant does not comply (within three months) with the Landlord's request as referred to in Article 13.1 of this agreement, the Landlord will be entitled to terminate the tenancy agreement based on the need for urgent own use, subject to a notice period of at least three months and no more than six months, depending on the term of the tenancy agreement (Article 271, paragraph 5, under b, Book 7 of the Dutch Civil Code). In that case, the Tenant will not be entitled to any replacement accommodation and/or the reimbursement of moving and refurbishment expenses and/or any other compensation.
- 13.6** After the termination of this agreement, the rented housing will be reallocated to another student (as referred to in the preamble to this agreement).

### **14. Administration fee**

- 14.1** The Tenant undertakes to pay a one-off administration fee of € 75.00 when he/she enters into the tenancy agreement.



### **15. Prohibition on growing hemp**

- 15.1** Having your own, permitting, or arranging for a third party to have a hemp growing operation, or a growing operation for other plants or fungi that could serve as raw material for drugs and/or mind-altering substances, of any size in or on the rented housing is prohibited. For this purpose, the presence of more than five hemp plants in the rented housing will be regarded as a commercial hemp growing operation. The mere presence of such a hemp growing operation – or of such plants and fungi – constitutes a breach in the performance of the tenancy agreement by the Tenant and gives the Landlord cause to immediately terminate the tenancy agreement.
- 15.2** All costs and damage/loss in the broadest sense, as a result of this breach, are payable by the Tenant.
- 15.3** The General Provisions that have been declared applicable will remain fully applicable.
- 15.4** The Tenant shall forfeit an immediately due and payable penalty to the Landlord, which is not subject to any reduction, of € 10,000.00 (ten thousand euros), notwithstanding his/her obligation to compensate the costs and damage/loss on the basis of Article 15.2.

### **16. Prohibition on keeping pets**

- 16.1** The Tenant is moreover expressly prohibited from keeping dogs, cats or any other pets in or on the rented housing. Exceptions to this rule include guide dogs for the blind or assistance dogs for people with a physical, visual, auditive or other cognitive impairment, for which the Tenant can produce a medical certificate to the Landlord.

### **17. Mains services/internet**

- 17.1** The Landlord is not liable for any interruption in the supply of gas, water, electricity or other energy, or for the availability of an internet connection, unless this is the consequence of serious fault or gross negligence on the part of the Landlord.

### **18. Apartment rights**

- 18.1** If the building or complex of which the rented housing forms part has been or will be divided into apartment rights, the Tenant is obliged to observe the ensuing provisions of the deed of division, articles of association, meeting resolutions and regulations. If the division obligations are more onerous than the current obligations, the Tenant is free to decide whether he/she wishes to terminate the tenancy agreement, which he/she will then be entitled to do.
- 18.2** Insofar as doing so falls under its control, the Landlord undertakes not to cooperate in the creation of rules that are inconsistent with the tenancy agreement.

### **19. Internal Regulations**

- 19.1** The Landlord lets an apartment to the Tenant that forms part of a building that has been or will be divided into apartment rights. The Tenant is obliged to comply with the provisions of the Internal Regulations, as these change from time to time, regarding the use of the apartment or building. These regulations form part or become part of the tenancy agreement once they are adopted. The parties are familiar with the regulations, which have been provided to the Tenant. The regulations can also be sent electronically or by another means on request.

### **20. Prohibition on subletting/payment of income in case of subletting**

- 20.1** Notwithstanding the provisions of Article 1 of the General Provisions, the parties have agreed the following with regard to subletting.
- 20.2** Unless the Landlord gives its prior, written consent, the Tenant is not authorised to let, sublet or allow third parties to use all or part of the rented housing, including letting out rooms, providing board and lodging, or waiving rent. Any consent given by or on behalf of the Landlord is on a case-by-case basis and does not apply to other or successive cases.
- 20.3** The commercial operation of the rented housing via subletting is also not permitted, explicitly including but not limited to subletting/allowing use via Airbnb.

- 20.4** If the Tenant contravenes the provisions of Articles 20.2 and 20.3, he/she will forfeit an immediately due and payable penalty to the Landlord for each calendar day that the contravention continues, equal to triple the daily rent that applies to the Tenant at that time, subject to a minimum of € 100.00 per day, notwithstanding the Landlord's right to claim specific performance or termination for breach of contract and to claim compensation insofar as the damage or loss exceeds the penalty. The Tenant must also pay over all income earned in this regard to the Landlord.

**21. Built-in appliances/soft furnishings**

- 21.1** Any soft furnishings and/or built-in appliances belong to the Landlord and do not form part of the rented housing as immovable property, but of the rented housing as a whole. The Tenant is obliged to leave these items in good condition upon the final delivery of the rented housing.

**22. Bicycle park**

- 22.1** The Tenant may use the accompanying public bicycle park from the start of the tenancy agreement. This may be used only to park a personal bicycle in roadworthy condition.
- 22.2** The Landlord is not liable and the Tenant indemnifies the Landlord against damage to and/of theft of bicycles that occurs in the bicycle park.

**23. Principal residence**

- 23.1** The Tenant is obliged to register the address of the rented housing as his/her residential address at the municipality in which the rented housing is located. The Tenant shall give written proof of this to the Landlord on request. The Tenant shall deregister from the municipality when the tenancy agreement ends.
- 23.2** Supplementary to Article 1.2, the leased housing is intended to be used as residential accommodation for the benefit of the Tenant, by one person only. The Tenant is obliged to actually occupy the rented housing and use it as his/her principal residence. The Tenant may not put the rented housing to another use.

**24. Direct debit mandate**

- 24.1** The monthly payment obligation (rent and advance payments) can be met only by direct debt collection. These amounts will be collected, without any further notice, on or before the first day of the respective calendar month by or on behalf of the Landlord. The Landlord will first announce any maintenance costs (which are payable by the Tenant) and any settlements before collecting these from the Tenant or reimbursing any amounts. The Landlord is authorised to do this until no later than two calendar months after the date on which the tenancy agreement has ended and the rented housing has been delivered back to the Landlord.
- 24.2** Until further notice, the undersigned hereby grants a direct mandate to Xior Student Housing in Antwerp, Belgium to periodically debit the amounts that the Tenant owes under this agreement to the Landlord from his/her bank account, as specified below.
- Name of account holder: **[IBANnaam]**
  - Bank account number: **[IBAN]**
  - BIC code: **[BIC]**

.....  
**[IBANname]**

**25. Registration of personal data**

- 25.1** The Tenant declares that he/she is aware that the data of this agreement will be entered in a register as referred to in the Dutch Personal Data Protection Act [*Wet Persoonsregistratie* – WPR], both at the property manager specified in the tenancy agreement or any successor of that manager and at the Landlord.



**26. Assignment of rights and obligations**

**26.1** The Tenant already agrees in advance to any assignment by the Landlord of its rights and obligations under this agreement.

**26.2** The Tenant is not permitted to assign any right from this agreement to a third party.

**27. Choice of forum and law**

**27.1** Any disputes arising from this agreement and any related agreements will be submitted solely to the competent Dutch court and be subject to Dutch law.

Drawn up and signed in duplicate,

Eindhoven, ..... 2017

..... 2017

.....  
R.A. Cremers  
Xior Student Housing N.V.

.....  
**[Voorletters] [Tussenvoegsel] [Achternaam]**

Appendices:

- copy of proof of ID of authorised signatory
- General Provisions (digital)
- internal regulations (house rules)

Separate signature of the Tenant to acknowledge receipt of his/her own copy of the 'GENERAL PROVISIONS OF A TENANCY AGREEMENT FOR RESIDENTIAL ACCOMMODATION', as referred to in Article 2.

Tenant's signature:

**[Voorletters] [Tussenvoegsel] [Achternaam]**