

## **Terms & Conditions Landlord**

### **Article 1 Implementation**

These Terms & Conditions are applicable to every assignment given to AMSTEL PROPERTY AGENCY by the landlord to mediate in the search for tenants for the accommodation offered by the landlord and to any agreements drawn up between AMSTEL PROPERTY AGENCY and the landlord as a result of this assignment.

### **Article 2 Definitions**

2.1 AMSTEL PROPERTY AGENCY: A real estate agency registered at the Chamber of Commerce in Amsterdam under registration number 34275484 with web address: <http://www.amstel-property.com>

2.2 LANDLORD: an individual or corporate body by whom AMSTEL PROPERTY AGENCY is given the assignment to search for tenants for accommodation offered by that individual or corporation.

2.3 HOUSING /ACCOMMODATION: an enclosed living area, intended for occupation by a household.

2.4 CLIENT : An individual or corporate body by whom AMSTEL PROPERTY AGENCY is given an assignment to search for housing.

2.5 RENT: the amount of money due for occupation of housing.

### **Article 3 Housing brokerage conditions**

3.1 AMSTEL PROPERTY AGENCY is obliged according to Dutch regulations to request permission from the owner of the rental accommodation to mediate in leasing out the accommodation.

3.2 Before an agreement can be settled the owner of the rental accommodation must provide AMSTEL PROPERTY AGENCY with valid identification papers.

3.3 AMSTEL PROPERTY AGENCY is obliged to refrain from any brokerage activities pertaining to accommodation being offered by a third party, other than the owner of the accommodation or the landlord.

3.4 AMSTEL PROPERTY AGENCY is obliged to refrain from brokerage activities pertaining to housing where the tenant is denied the right to register at that address.

3.5 If the stated rental price includes supplementary costs other than for use of the rental accommodation, AMSTEL PROPERTY AGENCY is obliged to specify those costs apart from the rent.

3.6 The landlord is obliged to provide AMSTEL PROPERTY AGENCY with all information and documents required in order for AMSTEL PROPERTY AGENCY to fulfill her obligations in accordance with the regulations for Real Estate Agencies. The landlord is also responsible for the accuracy of the information submitted.

3.7 AMSTEL PROPERTY AGENCY shall keep the landlord informed of all activities performed and to be performed in relation to the assignment and shall not hold the landlord responsible for the manner in which these activities are carried out.

3.8 The landlord is not required to pay AMSTEL PROPERTY AGENCY registration costs.

3.9 If the landlord agrees to pay AMSTEL PROPERTY AGENCY a brokerage fee for her brokerage services there must be written agreement on the brokerage fee to be paid by the landlord before a rental agreement has been made. AMSTEL PROPERTY AGENCY operates on a 'No cure no pay basis'. A brokerage fee is not charged when a rental agreement has not been successfully arranged between landlord and tenant.

#### **Article 4 Liability**

4.1 The landlord guarantees that AMSTEL PROPERTY AGENCY is immune from claims by third parties which are in anyway related to the activities performed by AMSTEL PROPERTY AGENCY for the landlord, unless these claims are being filed as a result of gross negligence on the part of AMSTEL PROPERTY AGENCY.

4.2 In situations where AMSTEL PROPERTY AGENCY is sued for damages arising from serious errors, the compensation paid will never exceed the insured amount.

4.3 Any disputes which arise from the clauses in this agreement and any other agreement drawn up between the landlord and AMSTEL PROPERTY AGENCY will be settled by an authorized magistrate in Amsterdam.