

## **Terms & Conditions Lessor**

### **Article 1 Implementation**

These Terms & Conditions are applicable to every assignment given to AMSTEL PROPERTY AGENCY by the lessor to mediate in the search for tenants for the accommodation offered by the lessor and to any agreements drawn up between AMSTEL PROPERTY AGENCY and the lessor 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>, hereafter referred to as 'Estate Agent'.

2.2 LESSOR: an individual or company by whom the Estate Agent is given the assignment to search for tenants for a property owned by that individual or company. This assignment is drawn up in the form of a written mediation agreement between LESSOR and Estate Agent and signed by both parties.

2.3 HOUSING /ACCOMMODATION: an enclosed living area, intended for occupation by one or more tenants.

2.4 CLIENT: An individual or company who gives the Estate Agent an assignment to mediate in the search for housing.

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

2.6 Written recommendations, documents, assessment reports, research reports etc provided by the Estate Agent or LESSOR will be referred to hereafter as the 'documents'. Under 'documents' are implied written articles and other works stored on other media such as computer discs, USB sticks or any other digital storage media.

2.7 The Estate Agent reserves the right to change the terms and conditions in the event that there is a change in law.

### **Article 3 Agreements and assignments**

3.1 Verbal agreements are only binding once the Estate Agent has given written confirmation to that effect or when the Estate Agent has commenced with activities for the assignment upon agreement with the LESSOR.

3.2 Any supplements or changes in the general terms and conditions or the rental agreement are only binding once the Estate Agent has given a written confirmation to this effect.

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### **Article 4 Condition concerning mediation for housing**

4.1 The Estate Agent is obliged according to Dutch regulations to request permission from the owner of the rental accommodation to mediate in the lease of the accommodation.

4.2 The Estate Agent is obliged to refrain from any mediation activities pertaining to accommodation being offered by a third party, other than the owner or property manager of the accommodation.

4.3 Before an agreement can be settled the owner of the rental accommodation must provide the Estate Agent with valid identification papers.

4.4 The Estate Agent is obliged to refrain from mediation activities pertaining to housing where the CLIENT is denied the right to register at that address.

4.5 If the stated rental price includes supplementary costs other than for use of the rental accommodation, the Estate Agent is obliged to specify those costs apart from the rent.

4.6 The LESSOR is obliged to provide the Estate Agent with all information and documents required in order for the Estate Agent to fulfill her obligations in accordance with the regulations for Real Estate Agencies. The LESSOR is also responsible for the accuracy of the information submitted.

4.7 The LESSOR should ensure that all the necessary information for carrying out the assignment is submitted on time in the correct form to the Estate Agent.

4.8 The LESSOR will cooperate in all respects with the Estate Agent with regard to the correct implementation of the mediation agreement by both parties. The LESSOR shall not in any way impede the correct implementation of this agreement or through carelessness affect the correct implementation of this agreement.

4.9 The Estate Agent shall keep the LESSOR informed of all activities performed and to be performed in relation to the assignment and shall be responsible for the manner in which these activities are carried out.

4.10 The Estate Agent operates on a 'No cure no pay basis'. A mediation fee is charged when a rental agreement is successfully brought about between the LESSOR and CLIENT through mediation by the Estate Agent. For each assignment the mediation fee is one month's rent inclusive VAT. This fee is charged when the Estate Agent successfully brings about a rental agreement between LESSOR and CLIENT. If the CLIENT stays less than 12 months in the accommodation then the mediation fee will be reduced accordingly depending on the number of months which the CLIENT has stayed in the accommodation. A mediation fee is not charged when a rental agreement has not been successfully arranged between the LESSOR and CLIENT.

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4.11 If the Estate Agent has introduced a CLIENT to the LESSOR, then the LESSOR is obliged to have the rental agreement with the CLIENT brought about through mediation of the Estate Agent. If the rental agreement is brought about any other way then the LESSOR is obliged to pay the Estate Agent a fine of one month's rent inclusive VAT.

4.12 If a permit is required for the CLIENT or LESSOR for the lease of the accommodation, then the LESSOR is responsible for obtaining this permit.

4.13 Should the LESSOR for any reason not attributable to the Estate Agent not agree to rent the accommodation to the CLIENT introduced by the Estate Agent after having already agreed to do so, the LESSOR is obliged to compensate the Estate Agent for the same fee that the LESSOR would have been charged if a rental agreement had been brought about between the LESSOR and CLIENT. The LESSOR may not hold the Estate Agent responsible for any damage suffered by the CLIENT as a consequence.

4.14 Should the LESSOR not fulfill his obligations with regard to these terms and conditions, the Estate Agent has the right to postpone further activities with regard to the mediation agreement until the LESSOR has done so. The costs which are brought about by this implementation delay or for any extra activities required and for any other resulting consequences are for the LESSOR's account.

### **5. Duration of the mediation agreement**

5.1 The mediation agreement is entered into for an indefinite period unless otherwise agreed in writing.

5.2 The Estate Agent shall do his best to achieve the desired results according to the requirements of the LESSOR. It is always the Estate Agent's obligation to do his best to achieve the desired results but he is not liable if he cannot achieve this. If the desired result is not forthcoming, this does not relieve the LESSOR from his obligations to the Estate Agent according to these terms and conditions, with exception of those obligations which are explicitly connected to achieving that result.

### **6 Termination and cancellation of the mediation agreement**

6.1 Unless otherwise agreed and with no less regard to these terms and conditions, the mediation agreement shall be terminated in the event that

- a. the Estate Agent has fulfilled his side of the agreement
- b. termination by the LESSOR
- c. termination by the Estate Agent

6.2 The agreement is fulfilled as soon as the result has been achieved.

6.3 LESSOR and Estate Agent have the right to terminate the agreement at any time by giving 3 working days notice.

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6.4 Neither party has right to compensation for damages unless termination is brought about by shortcomings by either party towards their obligations.

### **Article 7 Liability**

7.1 The LESSOR guarantees that the Estate Agent is immune from claims by third parties which are in anyway related to the activities performed by the Estate Agent for the LESSOR, unless these claims are being filed as a result of gross negligence on the part of the Estate Agent.

7.2 Should the Estate Agent bring about a rental agreement between the LESSOR and the CLIENT, the Estate Agent is never a party in this agreement and he is not responsible for the contents of this agreement or for the implementation of this agreement by the parties themselves (the LESSOR and the CLIENT). The Estate Agent is not responsible for situations where the LESSOR suffers damages due to charging a rental price/advance amount for service costs or supplementary services which are not allowed by law.

7.3 The Estate Agent is not responsible for damages caused by the activities or negligence of the CLIENT who through mediation by the Estate Agent has signed the rental agreement.

7.4 With regard to situations where the Estate Agent is sued for damages arising from serious errors, the liability will never exceed the amount to be paid by the insurer in such situations, if the Estate Agent is insured in these cases.

7.5 If the Estate Agent is not insured as implied in the previous article, then the liability is limited to twice the amount which the Estate Agent has charged or would charge the LESSOR for the mediation assignment.

7.6 The Estate Agent is not responsible for the consequences of damage or deficiencies present in the accommodation upon acceptance of the accommodation by the CLIENT or after the departure of the CLIENT. It is the responsibility of the LESSOR to inspect the accommodation for any damage or deficiencies and to consult with the CLIENT in this regard.

7.7 Any disputes which arise from the clauses in this agreement and any other agreement drawn up between the LESSOR and the Estate Agent will be settled by an authorized magistrate in Amsterdam.