

HOUSE of RENTALS

amsterdam

registered with the Chamber of Commerce for Amsterdam under number 34269852, hereinafter to be referred to as "General terms and conditions HOUSE OF RENTALS".

CLAUSE 1 - DEFINITIONS

1. In this Agreement the following words shall have the following meanings:

- HOUSE OF RENTALS

The legal entity that, under the trade name of HOUSE OF RENTALS, concluding agreements for the provision of intermediation and/or service.

- The instruction to act as an intermediary:

The agreement for the performance of activities to effect a rental agreement. The instructions are effected on the basis of the models attached as Appendix 1 and 2 to these General Terms and Condition of HOUSE OF RENTALS and which form integral parts thereof.

- Instructions to provide services:

The agreement to provide service activities on the basis of the model attached as Appendix 3 to these General Terms and Conditions of HOUSE OF RENTALS and forming integral part thereof.

- The agreement:

The temporary rental agreement for an immovable property effected by HOUSE OF RENTALS's intermediation.

- The client:

The natural person or legal entity in the capacity of Tenant or Landlord giving HOUSE OF RENTALS instructions to act as an intermediary and/or as a service provider.

- Semi-furnished:

The presence of floor covering, window covering and fixed lights.

- Furnished:

The presence of furniture

- Furniture and fixtures:

All things present inside the rented/leased accommodation, from furniture to linen/beddings, and from gardening tools to kitchenware.

- Offer:

The written offer.

CLAUSE 2 - APPLICABILITY

1. These Terms and Conditions are applicable to all offers and supplies/services by HOUSE OF RENTALS, as well as to all agreements to carry our activities by HOUSE OF RENTALS of whatever nature, unless this applicability is entirely or partly excluded in writing and/or explicitly otherwise stipulated.
2. Any (earlier) reference by the other party to its own or other general terms and conditions will be rejected by HOUSE OF RENTALS and should therefore not be accepted.
3. HOUSE OF RENTALS reserves the right to alter its General Terms and Conditions at any time. The altered General Terms and Conditions will be applicable from the time HOUSE OF RENTALS informed its clients about the alteration, with the proviso that, for the orders already given, the Terms and Conditions that were in force on the day the order became effective will continue to apply.
4. In the event that any of these stipulations of these Terms and Conditions are declared to be null and void by a competent court or otherwise not binding, the remaining stipulations of these General Terms and Conditions will remain unimpaired.

CLAUSE 3 - CONCLUSION OF THE AGREEMENT AND ALTERATIONS

1. All offers, quotations and suchlike by HOUSE OF RENTALS are without engagement unless explicitly stipulated otherwise in writing. If an offer and/or quotation and suchlike is an offer without obligation and if this offer is accepted by the Client, HOUSE OF RENTALS has the right to revoke the offer within two working days after receipt of the offer. Prior offers, quotations and suchlike are deemed to have been revoked after a new offer and/or quotation and suchlike is submitted.
2. Pictorial representations, drawings and specifications of services offered by HOUSE OF RENTALS in catalogues, circular letters, advertisements or services offered otherwise are not binding for HOUSE OF RENTALS and are only intended to give a general impression of what HOUSE OF RENTALS has to offer.
3. Agreements with HOUSE OF RENTALS are concluded as soon as the acceptance of the offer has reached HOUSE OF RENTALS; this acceptance shows that the Client has agreed with the applicability of the General Terms and Conditions.
4. Commissions, and alterations, additions and/or extensions to a commission are only binding if and in so far as they are confirmed in writing by HOUSE OF RENTALS to the Client. The written confirmation of the commission is deemed to give a correct and full representation of the agreement. Where appropriate, HOUSE OF RENTALS has the right to let its obligation to a commission be subject to the Client's signing of a copy of the written confirmation sent by HOUSE OF RENTALS to the Client.
5. If alterations to the Agreement between HOUSE OF RENTALS and the Client lead to an increase or a decrease in the costs, the parties must agree in writing with the resultant change in price.
6. For services and/or activities for which, considering their nature and limited extent, no quotations and/or confirmation of the commission are sent, the invoice is deemed to be also the confirmation of the commission. In this case the invoice is deemed to give a correct and full representation of the agreement.
7. If an agreement is concluded between HOUSE OF RENTALS and two or more clients, these clients are jointly and severally liable for the compliance with the obligations resulting from the agreement.
8. In the absence of a consensus on the change in price there is a dispute between the parties to which clause 21 of these Terms and Conditions applies.

CLAUSE 4 – Period of time and costs

1. All delivery times mentioned by HOUSE OF RENTALS are set to the best of their knowledge on the basis of the information known to HOUSE OF RENTALS at the time the agreement was concluded and they will be observed as much as possible. However, the delivery times mentioned by HOUSE OF RENTALS are not deadlines. In any case, HOUSE OF RENTALS is never bound to deadlines that cannot be met due to reasonably unforeseen circumstances that have taken place after concluding the agreement. If it is expected that the delivery time will be exceeded, the HOUSE OF RENTALS is obliged to enter into conversation with the Client as soon as is reasonably possible.
2. Any agreements between the Tenant and the Landlord will be concluded by signing the Tenancy Agreement drawn up for this purpose.
3. After concluding a Tenancy Agreement, the Tenant is obliged to pay to HOUSE OF RENTALS the current expenses for contract or brokerage as indicated on HOUSE OF RENTALS's website.
4. The rental given in the Tenancy Agreement is deemed to be established by the Landlord whether or not after consultation with HOUSE OF RENTALS.

CLAUSE 5 - PERMISSION/RIGHTS AND OBLIGATIONS: HOUSE OF RENTALS

1. HOUSE OF RENTALS shall carry out the activities according to the stipulations of the Agreement. Unless otherwise agreed, the activities shall be carried out within HOUSE OF RENTALS's normal working times.
2. HOUSE OF RENTALS shall reserve the right to refuse a commission without being obliged to give reasons.
3. HOUSE OF RENTALS shall ensure that the activities are carried out by authorised persons.
4. HOUSE OF RENTALS is entitled to postpone the check-in of the Tenant and to refuse the handover of the keys to the Tenant if the payment of the first rent as well as the payment of the security deposit in respect of this matter cannot be proven, unless the Landlord has given explicit written permission to carry out the check-in.
5. HOUSE OF RENTALS shall undertake to treat all information provided by the Landlord/the Tenant in confidence.
6. There will be no refund of the charged commission in case of premature termination of whatever nature, and there will be no settlement in case of a next agreement.
7. If an agreement drawn up by HOUSE OF RENTALS is extended, the extension will be drawn up by HOUSE OF RENTALS as well. The Tenant and the Landlord will be charged with the current handling expenses.

CLAUSE 6 - CHECKING IN/OUT AT THE START AND AT THE END OF THE RENTAL PERIOD

1. HOUSE OF RENTALS shall undertake to deliver and to draw up and/or deliver to the Tenant:
 - a. the keys to the rented premises
 - b. a list of furniture and fixtures;
 - c. an inspection report describing the state of repair of the rented premises;
 - d. the personal data of the Supervisor acting as the Tenant's contact;
 - e. if available, multilingual operating instructions for the equipment present in the rented housing.

2. The Tenant and the Landlord shall undertake to date the list of furniture and fixtures and the inspection report (with comments, if any) mentioned in sub-clauses 1b and 1c, and to sign them for approval.
3. The Tenant shall inform HOUSE OF RENTALS about any damage and/or defects that have not been discovered at the time of inspection within three days after having physically occupied the rented housing.
4. The Client and/or the Tenant is obliged to deliver all keys to HOUSE OF RENTALS at the end of the rental period, and to deliver the rented premises in the state in which the Tenant moved into the rented premises, except for wear and tear as a result of normal use of the rented housing:
 - a. as described in the list of furniture and fixtures referred to in 1b;
 - b. as described in the inspection report as referred to in 1c;
 - c. clean and in good condition;
 - d. vacated and free from rights of use.
5. The Tenant shall in due time make an appointment with HOUSE OF RENTALS about the time at which the rented housing will be delivered for mutual inspection of the furniture and fixtures and of the state of repair.
6. During the inspection referred to in the previous sub-clause, the findings shall be noted in the 'Report of Delivery' stating what necessary repairs and overdue maintenance are to be borne by the Tenant and in what way they must be carried out. The afore-mentioned Report of Delivery shall be signed by both the Tenant and the Landlord to indicate agreement, after which it is regarded as binding between the two parties with the exception of the presence of hidden defects.
7. Should the Tenant refuse to co-operate in drawing up the Report of Delivery, the Report of Delivery made by HOUSE OF RENTALS, which is considered to have been made in accordance with the findings, shall count as valid.
8. Should the Tenant, after being asked and demanded, not or insufficiently comply with his obligations flowing from the Report of Delivery referred to in sub-clause 6, HOUSE OF RENTALS is entitled to have the necessary activities carried out by third parties at the Tenant's expense.
9. If, by carrying out the activities as a result of the Report of Delivery referred to in sub-clause 6, the rented housing is delivered in the state referred to in sub-clause 4 after the vacation date, the Tenant shall pay to HOUSE OF RENTALS the pro rata rent calculated over the number of days between the original vacation date and the ultimate vacation date, without prejudice to the Landlord's claim for compensation of further damage and costs.
10. If the Tenant has not delivered the rented housing in conformity with sub-clause 4, the Landlord is entitled to charge clean-up costs on the basis of a quotation from a professional cleaning agency.
11. In case of hidden defects discovered by the Landlord after signing and drawing up the Report of Delivery, the Landlord is obliged to contact HOUSE OF RENTALS by returning post but no later than two business days after vacating the accommodation. HOUSE OF RENTALS will assess the identified hidden defects, if possible in the Tenant's presence, and draw up a supplementary report if there are reasons to do so. Clauses 6 up to and including 10 shall apply mutatis mutandis regarding the supplementary Report of Delivery.
12. After having asked and, if necessary, demanded the Tenant for that purpose, HOUSE OF RENTALS is entitled to remove the objects belonging to the Tenant and left by him in the rented housing on the understanding that the costs involved are to be borne by the Tenant.

CLAUSE 7 - OWNER / LANDLORD

1. The Landlord is obliged to take out a building insurance and, where applicable, a households contents insurance for the property, including a glass insurance.

2. Where applicable, the Lessor received permission for the Tenancy Agreement and/or gave notification to:
 - a. the home-owner and/or the administrator in the event of subletting or cohabitation;
 - b. the Municipal Housing Department;
 - c. the loan holder;
 - d. the insurers.

CLAUSE 8 - HOUSE OF RENTALS'S LIABILITY

1. In the event of HOUSE OF RENTALS's attributable failure in complying with the Agreement, the Client shall give HOUSE OF RENTALS the opportunity to deliver the agreed performance in accordance with the Agreement within a reasonable period.
2. If the Client cannot reasonably be required to give HOUSE OF RENTALS still the opportunity to comply, the Client is entitled to declare the Agreement dissolved in writing. In such case, HOUSE OF RENTALS's liability for possible damage suffered by the Client is restricted to alternative compensation amounting to maximally 50% of the amounts excluding VAT, which are invoiced or are to be invoiced by HOUSE OF RENTALS to the Client on the basis of the said Agreement.
3. HOUSE OF RENTALS's liability for any possible further damages to the leased property and the household contents caused by or because of the Tenant is explicitly excluded, which expressly include damage caused by or as a result of the fact that cannabis-growing operations have taken place in the rented accommodations, which expressly include
 - damage to the immovable property,
 - damage to the household contents,
 - theft of household contents,
 - damage resulting from the consumption of energy (gas, water and electricity),
 - damage resulting from lost rent
 - damage resulting from overdue maintenance.
4. HOUSE OF RENTALS is in any case not liable for:
 - a. damage to and/or theft of objects belonging to the Client/Landlord or the Tenant;
 - b. the consequences of visible and/or hidden defects to the rented housing;
 - c. any disputes between the Tenant and the Landlord about the amount of the rental nor for any consequences of the decision by the Rent Assessment Committee about the (level of the) rent;
 - d. any other disputes that may occur between the Landlord and the Tenant and which do not come within the scope of HOUSE OF RENTALS's activities

CLAUSE 9 - CIRCUMSTANCES BEYOND CONTROL

1. Unforeseen circumstances of whatever nature, as well as mobilisation, war or risk of war, government measures, industrial actions, plant or office occupation, transport strikes, fires, floods, non-compliance, not timely compliance or improper compliance to obligations towards HOUSE OF RENTALS by third parties on whom HOUSE OF RENTALS depends for fulfilling the agreement, for whatever reason except for HOUSE OF RENTALS's failure towards these third parties, as a result of which HOUSE OF RENTALS cannot carry out the assignment in time or cannot carry out the assignment without efforts and/or costs that are excessively

onerous where measured to objective standards, shall be regarded by HOUSE OF RENTALS to be circumstances beyond control. The same applies when HOUSE OF RENTALS would unexpectedly be confronted with illness or an accident of its staff in so far as it involves specialised employees whose replacements cannot be provided in the short term. In this connection, HOUSE OF RENTALS's partners must be seen as employees.

2. If one of the above-mentioned conditions occurs, the Client shall give HOUSE OF RENTALS the opportunity to carry out the agreed performance in accordance with the agreement within a reasonable time.

3. This means that HOUSE OF RENTALS's liability to pay damages for any reason is excluded in case of circumstances beyond control. The parties shall not exercise their authority to dissolve the Agreement for reasons of circumstances beyond their control before one month after the circumstance beyond control has occurred, unless the parties have agreed on a longer time to deliver the agreed performance.

CLAUSE 10 - APPLICABLE LAW AND CHOICE OF FORUM

1. Dutch law and these Terms and Conditions shall apply to all agreements to be concluded by HOUSE OF RENTALS, even when the activities carried out take place outside the Netherlands.

2. All disputes which may arise by reason of an agreement to which the present Terms and Conditions apply in whole or in part, or from any further agreements following from it, will be resolved at HOUSE OF RENTALS's option by the competent court of HOUSE OF RENTALS's place of business or the commissioning authority's place of business, unless a mandatory rule dictates otherwise.