

TERMS AND CONDITIONS FOR SHORT STAY RENTAL

1.Use

- 1.1. Tenant shall effectively, entirely, continuously, properly, and solely use the leased property for the entire duration of the short stay rental agreement in accordance with the destination specified in the short stay rental agreement. This means that the tenant is not allowed to use the leased property for commercial activities, including activities as defined in Article 2.1 and 13.3, section c. Tenant is obligated to pay the profit estimated to be gained from actions in violation of this prohibition, without prejudice to the landlord's right to claim additional damages.
- 1.2. Tenant shall comply with existing limited rights, qualitative obligations, and the requirements set forth or to be set forth by government authorities, fire departments, and utility companies with regard to the use of the leased property. Utility companies also include similar entities engaged in the supply, transportation, and measurement of energy, water, and the like.
- 1.3. Tenant shall follow the oral or written instructions provided by or on behalf of the landlord in the interest of proper use of the leased property and the spaces, installations, and facilities of the building or complex of buildings to which the leased property belongs.
- 1.4. Tenant has the right and duty to use the common facilities and services that are or will be made available for the proper functioning of the building or complex of buildings to which the leased property belongs.
- 1.5. The landlord may deny the tenant access to the leased property if the tenant has not (yet) fulfilled their obligations under the short stay rental agreement when they first wish to use the leased property. This does not affect the rental start date and the obligations arising from the short stay rental agreement.
- 1.6. The tenant is not allowed to use storage spaces, garages, etc., associated with the leased property as living space, for storage other than for non-commercial use, as a workshop, or as a sales area, or to hold sales activities in or near these areas in any other way.

2.Subletting

- 2.1. Tenant is not allowed to wholly or partially sublet or allow third-party use of the leased property without prior written consent from the landlord. This includes renting out rooms, providing board, temporary occupancy (such as through Airbnb or a similar organization), or relinquishing the lease. Any consent granted by or on behalf of the landlord is valid for one occasion only and does not apply to other or subsequent instances.
- 2.2. If the landlord has reason to believe that the tenant has allowed the leased property to be used or sublet wholly or partially without the landlord's permission, as described in Article 2.1, the tenant is obligated to cooperate with an investigation by the landlord in this regard. Upon request, the tenant must provide the personal information of the user(s) or subtenant(s).

3.Condition of the Leased Property at the Commencement of the Short Stay Rental Agreement

- 3.1. The leased property is delivered to the tenant at the commencement of the short stay rental agreement and is accepted by the tenant in good condition, free from defects. This is the condition that allows the tenant to enjoy the property as one would expect from a well-maintained item of the type covered by the short stay rental agreement.
- 3.2. The general, structural, and technical condition of the leased property, as accepted by the tenant at the commencement of the short stay rental agreement, is documented by the tenant and the landlord in a report of delivery, to be attached as an appendix to the short stay rental

agreement and signed by the parties or their representatives. This report of delivery is an integral part of the short stay rental agreement.

- 3.3. If there is a defect at the commencement of the short stay rental agreement, it will be noted in the report of delivery. The landlord is obligated to remedy such a defect within a reasonable timeframe. If the landlord fails to do so, the landlord is considered in default only after the tenant has given notice of non-compliance.

4. Alterations and Additions by the Tenant

- 4.1. Without prior written consent from the landlord, the tenant is not allowed to make or have alterations or additions to, in, or on the leased property, its interior, or its appearance. This does not apply to alterations or additions that can be easily undone at the end of the lease without significant cost.
- 4.2. Without prior written consent from the landlord, the tenant is not allowed to make or have alterations or additions to the exterior of the leased property, including the yard, balcony, common areas, and garden (unless it is for ornamental purposes).
- 4.3. Alterations or additions must be undone by the tenant at the end of the short stay rental agreement, unless the tenant has received written permission from the landlord to leave them as they are.
- 4.4. Unless otherwise agreed in writing, the landlord does not grant permission for alterations and additions that the tenant wishes to make if:
- They harm the rentability of the leased property.
 - They lead to a decrease in the value of the leased property.
 - They are not necessary for the efficient use of the leased property.
 - They do not enhance the quality of living.
 - The energy efficiency of the leased property is adversely affected by these alterations or additions.
 - Other substantial objections from the landlord prevent their installation.
- 4.5. In any case, substantial objections from the landlord exist if the alterations or additions:
- Do not comply with applicable government regulations and/or utility company requirements or if the necessary permits have not been obtained.
 - Have insufficient technical quality.
 - Adversely affect the rentability of adjacent properties.
 - Hinder good property management.
 - Cause or may cause disturbances or nuisances to third parties.
 - Prevent the allocation of the property to applicants within the landlord's primary target group for the leased property.
 - Are reasonably harmful or potentially harmful to the leased property or the building to which the leased property belongs.

- Alter the nature of the leased property.
 - Violate the deed(s) of division or the house rules related to the leased property or the conditions under which the owner acquired the property.
- 4.6. The landlord is authorized to attach conditions to their consent or impose requirements, particularly concerning the materials to be used, their quality, the construction methods to be employed, and, especially, considerations for future maintenance and safety. The landlord may also require the tenant to obtain a fire, storm, and legal liability insurance, tax and levies, and liability coverage as a condition of granting consent.
 - 4.7. The landlord will specify in their consent whether the alterations must be undone at the end of the short stay rental agreement or not. If undoing is required, the landlord can request a guarantee or another form of security to ensure compliance. Undoing can only be waived if the landlord, upon a joint written request from the tenant and the new tenant, agrees to retain the alterations or additions made or assumed by the tenant, to be taken over by the new tenant. In this case, the new tenant will then be responsible for undoing the alterations or additions at the end of their short stay rental agreement, unless they can be retained due to the circumstances stated in the first sentence of this provision.
 - 4.8. The tenant must ensure that all changes made to the property comply with all relevant government regulations and requirements, and that all necessary permits and approvals (such as those from the municipality and the fire department) are obtained, with the costs for alterations or additions always borne by the tenant.
 - 4.9. The tenant is responsible for maintaining and repairing the alterations and additions made or assumed by the tenant. In the event the tenant has taken over from a previous tenant items, alterations, or additions, this will not result in the landlord's liability. The tenant indemnifies the landlord from third-party claims for damages caused by alterations and additions made or assumed by the tenant.
 - 4.10. The walls and ceilings in the leased property that are not wallpapered must not be covered with wallpaper by the tenant. The tenant is prohibited from placing stickers on painted surfaces and from directly gluing floor coverings to screeds or stairs. Any texture applied by the tenant to walls, such as plaster, textured paint, granol, or similar, must be undone by the tenant at the end of the short stay rental agreement, unless the new tenant has stated in writing to the landlord that they will take over the applied texture on the tenant's walls and will be responsible for its removal at the end of their own rental agreement.
 - 4.11. Consent granted by the landlord is valid for one occasion only and does not apply to other or subsequent cases.
 - 4.12. The landlord is not obliged to accept a recommendation from the tenant regarding a new tenant for the leased property, even if the proposed new tenant wishes to take over items of the tenant, provided facilities, or changes to/in the leased property made by the tenant.
 - 4.13. Any changes made by the tenant in violation of the landlord's conditions must be undone upon the first notice from the landlord.
 - 4.14. If items installed by the tenant need to be temporarily removed due to maintenance or repair work on the leased property or the building or complex of buildings to which the leased property belongs, the costs of removal, storage, and reinstallation are the responsibility and risk of the tenant, regardless of whether the landlord has granted permission for the installation of the items in question.
 - 4.15. If the tenant cancels the booking, he/she is obliged to pay a percentage of the agreed rental amount, depending on the moment of cancellation in relation to the start date of the rental

agreement:

- In case of cancellation up to 21 days before the start date: 20% of the monthly rental amount is due.
- In case of cancellation up to 14 days before the start date: 30% of the monthly rental amount is due.
- In case of cancellation up to 7 days before the start date: 40% of the monthly rental amount is due.
- In case of cancellation less than 7 days before the start date: 100% of the monthly rental amount is due.

- 4.16. If the tenant decides to terminate the rental agreement prematurely, he/she remains liable for the payment of the full rental amount until a new tenant moves into the accommodation in question, unless otherwise agreed in writing with the landlord. The cancellation must be made in writing and received by the landlord no later than the first day of the month, with a notice period of one calendar month. A cancellation after the first day of the month will be considered as submitted for the next month.

5.Changes or Facilities by the Landlord

- 5.1. If and to the extent that the landlord is subject to mandatory government regulations for changes, adjustments, or improvements to the leased property individually, or to the building or complex of buildings to which the leased property belongs, the tenant agrees to allow these changes in, on, to, or near the leased property.
- 5.2. It is strictly prohibited to conduct any form of cryptomining or similar activities in the rented property that result in excessive energy consumption. This includes, but is not limited to, mining Bitcoin or other cryptocurrencies, running servers, or operating equipment that places a significant load on the electrical infrastructure. If such activities are detected, we reserve the right to terminate the rental agreement immediately without any refund. Additionally, any costs incurred due to excessive energy usage or damage to the property's infrastructure may be charged to the tenant.

6.Elevator

- 6.1. If the building to which the leased property belongs has an elevator, the tenant, their household members, and visitors shall strictly adhere to all regulations provided or to be provided by or on behalf of the landlord, the elevator installer, or the government.
- 6.2. The landlord will arrange for a service subscription for the elevator installation.

7.Central Heating and Hot Water System

- 7.1. If the leased property has its own, individually operable central heating system or hot water system, the tenant shall ensure its maintenance "as a good tenant."
- 7.2. The tenant is responsible for all costs related to the repair of damage resulting from negligence, improper use, or the unskilled maintenance of the installations mentioned in Article 7.1, including their accessories, either by the tenant themselves or by individuals designated by the tenant.
- 7.3. In the event of freezing temperatures, the tenant is obliged to take all necessary measures to prevent freezing of the central heating system, the hot water system, and the water pipes. If the

tenant is absent during the heating season, it is not allowed to close the radiators of the central heating system to prevent the risk of freezing to these installations.

8.Common or Central Antenna System

- 8.1. If the leased property is, will be, or can be connected to an existing common or central system for internet and/or receiving television and radio programs, the tenant is not permitted to install or maintain their own system and/or antennas or make changes to the system.
- 8.2. Only the connection point(s) in the leased property to the common or central antenna system or internet service may be used for equipment connection. For this connection, the tenant must use appropriate connecting cables at their own expense. The tenant is liable for any damage to the installation caused by the use of malfunctioning receiving devices or faulty connecting cables.
- 8.3. It is strictly forbidden to perform any form of cryptomining or similar activities in the rented accommodation that result in excessively high energy consumption. This includes, but is not limited to, mining Bitcoin or other cryptocurrencies, running servers or other equipment that places a heavy load on the electricity grid. If it is determined that these activities are taking place, we reserve the right to terminate the rental agreement immediately without refund. In addition, any costs resulting from excessive energy consumption or damage to the infrastructure may be recovered from the tenant.

9.Sunshades

- 9.1. The tenant is not allowed to install external sunshades unless they have obtained prior approval from the landlord regarding the construction, color, and method of attachment.
- 9.2. The provisions in Articles 4.1 through 4.14 are applicable by analogy.

10.Maintenance

- 10.1. Pursuant to this short stay rental agreement, the tenant is obligated to carry out minor repairs to, on, or within the leased property, including the minor repairs specified in the Minor Repairs Regulation. The landlord is obligated, at the tenant's request, to rectify other defects, unless it is impossible or requires expenses that cannot reasonably be expected from the landlord in the given circumstances. Both parties will promptly and properly, at their own expense, make or have the necessary arrangements, including renewals, which are required by the law, any legal regulations, or agreed conditions.
- 10.2. The provisions of Article 10.1 do not affect the tenant's obligation to maintain, repair, and renew the facilities made or assumed by the tenant as mentioned in Article 4.
- 10.3. The minor repairs to be borne by the tenant will be carried out by or on behalf of the landlord if this maintenance is included in the supply of goods and services provided by or on behalf of the landlord related to the occupancy of the leased property as specified in Article 6 of the short stay rental agreement.

- 10.4. The above does not exempt each party from their obligation to make arrangements at their own expense as a result of intent, fault, negligence, or improper use by themselves or persons for whom they are liable.
- 10.5. If the landlord deems it necessary to carry out maintenance, repair, renewal, or other work on the leased property or the building or complex of buildings to which the leased property belongs, or on neighboring properties, or if they are required due to government requirements or measures or by utility companies, the tenant will grant access to the property to individuals necessary for carrying out such work, tolerate the work and any inconvenience, without being entitled to claim compensation, a reduction in payment obligation, or termination of the short stay rental agreement. The landlord will engage in timely consultation with the tenant regarding the timing of the work.
- 10.6. If either party fails to carry out maintenance, repair, or renewal at their own expense or fails to carry them out properly, the other party is entitled to perform or have these works carried out at the expense and risk of the party at fault, after providing written notice of default with a reasonable period for performance. If the works to be borne by the tenant cannot tolerate delay, the landlord is entitled to immediately perform or have them carried out at the tenant's expense.

11.Access

- 11.1. The landlord and all persons designated by the landlord are entitled to enter the leased property after consultation with the tenant and on working days between 8:00 AM and 5:30 PM for inspecting the condition of the leased property for the work specified in Articles 5 and 10 and for appraisals. In emergencies, the landlord is entitled to enter the leased property even without prior consultation and/or outside the specified hours.
- 11.2. In the event of a planned rental, sale, or auction of the leased property, or (a part of) the building or complex of buildings to which the leased property belongs, during the last three months before the end of the short stay rental agreement, the tenant is obliged to, after prior notice by or on behalf of the landlord, allow access to the leased property for viewing between 10:00 AM and 12:00 PM and between 2:00 PM and 4:00 PM on working days, as well as on auction days, and the tenant shall tolerate customary 'for rent' or 'for sale' signs or notices on or near the leased property (or the building or complex of buildings).

12.Damage and Liability

- 12.1. When damage has occurred or is likely to occur in, on, or to the leased property, including damage or potential damage to pipes, cables, tubes, drains, sewerage, installations, and equipment, the tenant must promptly notify the landlord in writing.
- 12.2. If immediate damage is threatened or existing damage is likely to spread, the tenant must immediately report this to the landlord and is obliged to take suitable measures without delay to prevent and limit (further) damage to or in the leased property. This applies particularly when damage is caused or threatened due to weather conditions.
- 12.3. If the leased property is part of a shared building or a complex of houses, the provisions in Articles 12.1 and 12.2 also apply to the entire building or complex, especially regarding shared spaces and neighboring properties. Direct action by the tenant is only required in these cases when it is reasonably expected of them.
- 12.4. The landlord is not liable for damage and loss of enjoyment of the property suffered by the tenant and/or their household, or for damage to the tenant's and/or their household's property as a result of visible or invisible defects in the leased property unless the damage or loss of enjoyment is attributable to the landlord, or if the damage is caused by a defect that was

present at the time of entering into the short stay rental agreement and that the landlord was aware of or should have been aware of.

- 12.5. The landlord is not liable for damage to the tenant or their household, or their property caused by storms, frost, lightning strikes, severe snowfall, floods, groundwater level rise or fall, natural disasters, nuclear reactions, armed conflicts, civil wars, uprisings, riots, acts of war, and other calamities.
- 12.6. The tenant is liable for damage to the leased property caused by their own failure to comply with an obligation under the short stay rental agreement that can be attributed to them. All damage, except for fire damage, is presumed to have arisen as a result of this. Under this clause, the term "tenant" also includes the tenant's household members and third parties present in the leased property.
- 12.7. The tenant is required to take out and maintain adequate household insurance on standard terms. For damage covered by the scope and coverage of an insurance policy taken out by the tenant, the tenant must first contact their insurer.

13. Residential Environment Protection

- 13.1. If the leased property is part of a building or complex of buildings, which includes spaces and areas where the tenant does not have exclusive usage rights, the tenant shall contribute to ensuring that these spaces and areas are not polluted, that no movable property is placed on or in them, and that they are not used for purposes other than those for which they are evidently intended, as specified in the short stay rental agreement or in the instructions of the landlord. The tenant shall not access or permit access to the roof, the elevator machine rooms, the fire escapes, the central heating room, and the hydrophore room. The tenant is also not allowed to place vehicles, strollers, bicycles, or other objects anywhere other than in the designated places, and bedding, laundry, etc., shall not be beaten or hung outside the building, except on the balcony.
- 13.2. Without prior permission from the landlord, the tenant is not allowed to:
 - Display or have displayed any form of advertising on or in the leased property for themselves or for third parties.
 - Connect or have connected a mechanical extractor hood and other equipment to a ventilation duct.
 - Arrange or use the existing smoke channels in the leased property for an open fireplace or a so-called all-burner unless this involves the use of a fireplace that is part of the leased property.

The provisions in Articles 4.1 through 4.14 are applicable accordingly.

- 13.3. The tenant is not allowed to:
 - Keep pets in or near the leased property that cause a disturbance.
 - Vent combustion gases in any other way than through the existing smoke channels or use ventilation ducts for that purpose.
 - Cultivate or trade in hemp in the leased property, the common areas and/or parts thereof, or the immediate vicinity of the leased property, or to set up the leased property as a hemp farm, hemp dryer, or hemp cutter, or to engage in other activities that are criminally

punishable under the Opium Act. The tenant is also prohibited from having hemp or similar crops present in the leased property and/or the common areas or storing or holding them for another person. It is also not allowed for the tenant to trade, produce, or use, alone or in a group, qat, soft drugs, hard drugs, or other prohibited substances in the leased property, common areas, and/or parts thereof, or in the immediate vicinity of the leased property. The tenant acknowledges that actions in violation of the aforementioned prohibitions result in damage to the leased property, as well as posing a risk and causing disturbance (such as pollution, vandalism, attracting crime, etc.) to the environment. Violating this prohibition is of such a serious nature that it justifies the termination of the short stay rental agreement as soon as possible. The tenant is obligated to surrender to the landlord the profit he (estimated) earned through actions in violation of this prohibition, in addition to the landlord's right to (additional) damages.

- 13.4. The tenant shall not cause inconvenience or disturbance when using the building or complex of buildings to which the leased property belongs. The tenant shall ensure that any third parties or animals present due to them do not cause inconvenience or disturbance either.
- 13.5. Articles 13.1 through 13.4 are intended, among other things, to promote a good residential environment among the users of the building or complex of buildings to which the leased property belongs.
- 13.6. The tenant shall behave and use and maintain the leased property in a manner befitting a good tenant.

14.Environment

- 14.1. Tenant shall diligently adhere to the guidelines, regulations, or instructions of the government or other competent authorities regarding the (separated) disposal of waste materials. In case of non-compliance or partial non-compliance with this obligation, tenant shall be liable for the resulting financial, criminal, and other consequences.
- 14.2. Tenant is not allowed to:
 - Have environmentally hazardous materials in, on, or in the immediate vicinity of the leased property, including items that emit odors, are flammable, or are explosive.
 - Use the leased property in such a way that it results in soil or other environmental pollution.

15.Costs for Utilities with an Individual Meter and Service Charges

- 15.1. If the parties have agreed that the landlord will provide gas, water, and electricity to the leased property, and there is an individual meter in the residential area of the leased property, the landlord determines the fee owed by the tenant based on the actual costs according to the meter readings. If the delivery of heat, as defined in Article 1 sub g of the Heat Act, falls under the Heat Act, the fee may never exceed the maximum price according to that Act. In this case, tenant agrees to sign a supply contract with the landlord as stipulated in that Act upon the first request. If there is no individual meter in the residential area of the leased property, the landlord will determine the fee owed by the tenant.
- 15.2. Additional to the rent, the tenant is responsible for the costs associated with providing internet, visual, audio, and other signals, including the costs of entering into the relevant agreements, as well as any other costs and fines imposed by the suppliers of these services.

- 15.3. The tenant must, at their own expense and risk, enter into agreements for supply with the companies mentioned in Article 15.2, unless the parties have agreed that the landlord will take care of the supply of internet, visual, audio, and other signals. In this case, the landlord determines the fee owed by the tenant for this purpose.
- 15.4. If the parties have agreed that the landlord will (also) provide (other) items and services related to the occupancy of the leased property, the landlord will also determine the fee owed by the tenant for this.
- 15.5. If the leased property is part of a building or complex of buildings and the supply of items and services related to the occupancy of the leased property also relates to other associated parts, the landlord will reasonably determine the tenant's share of the costs of the supply of these items and services. The landlord is not obliged to consider the fact that the tenant does not use one or more of these items and services. If one or more parts of the complex of buildings are not in use, the landlord ensures that, when determining the tenant's share, it does not exceed what it would be if the building or complex of buildings were fully occupied.
- 15.6. The landlord provides the tenant with an annual overview from which the tenant can independently determine their share of these costs. The statutory limitation period commences after the end of the year to which the costs relate.
- 15.7. After the end of the tenancy, a new overview is prepared for the period that has not yet been completed. The overview is provided within a maximum of 6 months after the end of the year to which the costs relate.
- 15.8. Any amount that the overview shows was underpaid by the tenant or overpaid to the landlord for the relevant period is to be paid by the tenant or refunded by the landlord within three months after providing the overview. Disputing the accuracy of the overview does not suspend the obligation to make this payment.
- 15.9. At the tenant's request, within one month after providing the overview, the landlord offers the tenant the opportunity to inspect the books and other business records underlying the overview or copies thereof.
- 15.10. The landlord has the right to change the type and extent of the supply of electricity, gas, and water for use in the residential area of the leased property based on an individual meter located in that area, and the supply of other items and services related to the occupancy of the leased property, after consulting with the tenant.
- 15.11. The landlord has the right to make interim adjustments to the advance payment by the tenant for the fee for the supply of electricity, gas, and water for use in the residential area of the leased property based on an individual meter and the fee for the supply of the other items and services related to the occupancy of the leased property, to the costs expected by the landlord, among other things, in cases as referred to in Article 15.10.
- 15.12. If the consumption of gas, electricity, heat, or (hot) water is determined based on usage meters and a dispute arises due to non-functioning or incorrect functioning of these meters over the tenant's share of the costs of consumption, this share is determined by a company specialized in measuring and determining the consumption of gas, electricity, heat, and/or (hot) water, consulted by the landlord. This also applies in case of damage, destruction, or fraud related to the meters, without prejudice to all other rights the landlord may have against the tenant, such as the right to repair or replace the meters and compensation for damages suffered.

16. Termination of the Short Stay Lease Agreement or Use

- 16.1. Unless agreed otherwise in writing, tenant shall return the leased property to the landlord upon the termination of the short stay lease agreement or at the end of the use of the leased

property, in the condition described in the delivery report at the commencement of the lease, taking into account any later work carried out by the landlord and normal wear and tear.

- 16.2. If no delivery report was prepared at the start of the lease, tenant is presumed, unless proven otherwise, to have received the leased property in the condition it is in at the end of the short stay lease agreement.
- 16.3. At the end of the short stay lease agreement or the use of the leased property, tenant shall deliver the property empty, vacated, properly cleaned, and free of use and usage rights. Tenant must also return all keys, key cards, etc. to the landlord.
- 16.4. Tenant is obligated, at their own cost, to remove any items they have installed in, on, or on the leased property or that were taken over from the previous tenant or user, unless the landlord has indicated otherwise in writing at any time. Furthermore, tenant shall repair any damage caused by the removal of items, leave the unpainted walls and ceilings in white, and, if the leased property includes a garden, leave the ground undisturbed and in good condition (without holes or gaps). For items not removed but installed without the landlord's permission, the landlord is not obliged to pay compensation unless agreed otherwise in writing.
- 16.5. Tenant shall lose possession of items they are deemed to have abandoned by leaving them in the leased property upon actually vacating the property. These items may be removed by the landlord at the tenant's expense, at the landlord's discretion, without any liability on the part of the landlord. The landlord is free to dispose of these items, either by taking possession of them or by removing them for the tenant's account, at the landlord's sole discretion. The landlord may also choose to have the items disposed of immediately or temporarily stored. If the landlord has the items transported and stored, the tenant can only reclaim these items from the landlord during the storage period by making a lump sum payment for all sums owed by the tenant to the landlord. The landlord is not liable for any damage to these items during removal, transport, or storage.
- 16.6. The provisions in Article 16.5 do not apply to movable property that the tenant has transferred to the subsequent tenant, provided that the subsequent tenant has notified the transfer in writing to the landlord.
- 16.7. In a timely manner before the end of the short stay lease agreement or use, the leased property shall be inspected jointly by the parties. A report shall be prepared by the parties, in which findings concerning the condition of the leased property are recorded. This report will also detail the work necessary for any repairs and outstanding maintenance for which the tenant is responsible, as well as the manner in which this will be carried out.
- 16.8. If the tenant or landlord does not cooperate in the inspection and the recording of findings and agreements in the report after having been duly provided the opportunity to do so through a registered letter, the party insisting on the report is authorized to conduct the inspection without the presence of the delinquent party and to establish the report as binding for the parties. The party insisting on the report will promptly provide a copy of this report to the delinquent party.
- 16.9. The tenant is obligated to carry out, or have carried out, the work required according to the report within the term stated in the report or as otherwise agreed between the parties. If the tenant wholly or partially fails to meet the obligations arising from the report, the tenant may have the work carried out by a third party at their expense and recover the costs from the tenant, without the need for the landlord or a representative of the landlord to put the tenant in default, and without prejudice to the landlord's claim for further damages and costs.
- 16.10. For the duration of the work, calculated from the date of the end of the short stay lease agreement, the tenant owes the landlord an amount equal to the last applicable rent, the fee for the supply of electricity, gas, and water for use in the residential area of the leased property based on an individual meter in that area, and the fee for other items and services provided in

connection with the occupancy of the leased property, without prejudice to the landlord's claim for further damages and costs. The tenant cannot derive any rights from this provision.

17. Payments

- 17.1. The payment of the rent and all other amounts due under this short stay lease agreement shall be made on or before the due dates in Dutch legal tender, without any suspension, discount, deduction, or setoff against a claim that the tenant has or believes to have against the landlord, by deposit or transfer to an account provided by the landlord.
- 17.2. The landlord is free to change the place or method of payment by providing written notice to the tenant. The landlord may also determine to which outstanding debt under the short stay lease agreement a payment received from the tenant shall be applied, unless the tenant expressly indicates otherwise at the time of payment. In this case, the provisions of Article 6:50 of the Dutch Civil Code do not apply.

18. Security Deposit

- 18.1. As security for the proper performance of their obligations under the short stay lease agreement, the tenant shall deposit a security deposit, equal to the amount specified in Article 10 of the short stay lease agreement, into an account provided by the landlord at the time of signing the short stay lease agreement.
- 18.2. If the security deposit is utilized, the tenant is required to replenish the security deposit upon the landlord's first request in the amount for which the security deposit was used.
- 18.3. If and to the extent the security deposit has not been validly claimed by the landlord, the landlord shall return the security deposit to a bank account provided by the tenant after the termination of the short stay lease agreement.

19. Joint and Several Liability, Co-Tenancy, Guardianship, and Administration

- 19.1. If multiple persons have bound themselves as tenants, they shall be jointly and severally liable to the landlord for all obligations arising from the short stay lease agreement. The granting of payment extensions or remission of debt by the landlord to one of the tenants or an offer thereof relates to that tenant only.
- 19.2. The obligations arising from the short stay lease agreement are jointly and severally applicable to heirs and other successors of the tenant.
- 19.3. A person who has entered into and signed the short stay lease agreement with the landlord jointly with one or more others does not lose their tenancy by definitively vacating the leased property. Even in that case, they remain jointly and severally liable for the obligations under the short stay lease agreement. A contractual co-tenant (joint tenant) can only terminate the short stay lease agreement by giving notice together with the other tenant(s).
- 19.4. Upon entering into the short stay lease agreement, the tenant shall inform the landlord whether they are married or have entered into a registered partnership. The tenant shall provide the personal details of their partner to the landlord. If the tenant marries or enters into a registered partnership after signing the short stay lease agreement, they shall promptly notify the landlord in writing, providing the personal details of the partner.
- 19.5. Upon entering into the short stay lease agreement, the tenant shall inform the landlord whether they are under guardianship or administration. The tenant shall provide the personal details of the guardian or administrator to the landlord. If the tenant is placed under guardianship or administration after signing the short stay lease agreement, they shall promptly notify the landlord in writing, providing the personal details of the guardian or administrator.

20. Non-Timely Availability

- 20.1. The landlord is obliged to make the leased property available to the tenant on the commencement date as referred to in Article 3.1 of the short stay lease agreement.
- 20.2. If the leased property is not available on the intended commencement date due to the leased property not being ready in time, the previous tenant not vacating the leased property in accordance with the agreed terms, or the landlord has not yet obtained the required permits from government authorities, the tenant is not liable for the rent, compensation for the supply of electricity, gas, and water consumption in the living area of the leased property based on an individual meter located in that area, and any compensation for other services related to the occupation of the leased property until the date the leased property becomes available to the tenant. The tenant's other obligations and agreed-upon deadlines shall be adjusted accordingly.
- 20.3. The landlord is not liable for any damage arising from the delay to the tenant unless the landlord can be attributed to a failure to perform as required. An attributable failure includes a situation where the landlord does not make an effort to make the leased property available to the tenant as soon as possible.
- 20.4. If the landlord cannot make the leased property available to the tenant within ten business days after the intended commencement date, the tenant is entitled to terminate the short stay lease agreement extrajudicially by means of a registered letter.

21. Apartment Rights

- 21.1. If the building or complex of buildings to which the leased property belongs is or will be split into apartment rights, the tenant shall comply with the regulations concerning usage arising from the deed of division, statutes, or regulations. The same applies if the building or complex of buildings is or will be owned by a cooperative.
- 21.2. The landlord will not cooperate in the establishment of regulations that conflict with the short stay lease agreement, to the extent possible.
- 21.3. The landlord ensures that the tenant is provided with the regulations concerning usage referred to in Article 21.1.

22. Costs, Default

- 22.1. The tenant is in default upon the sole lapse of a certain period.
- 22.2. In all cases in which (sub)landlord serves a summons, a notice of default, or an official document on (sub)tenant, or in cases of legal proceedings against (sub)tenant to compel them to fulfill the short stay lease agreement or vacate the premises, (sub)tenant is obligated to pay all costs incurred for this purpose, both in and out of court - excluding the court costs payable by (sub)tenant pursuant to a final court decision - to (sub)landlord, as long as the Wet normering buitengerechtelijke incassokosten (law regulating extrajudicial collection costs) and the Besluit incassokosten (Decree on Collection Costs) do not apply to the reimbursement of those costs.

23. Personal Data

- 23.1. Personal data of the tenant and, if applicable, their spouse/registered partner and/or other family members, and/or curator/guardian are processed by the landlord and/or the (possible) manager and/or their group companies for the following purposes: carrying out the short stay lease agreement, (planning) maintenance, conducting viewings and takeovers, making payments, and collecting claims, including entrusting them to third parties, handling disputes,

questions, or investigations, including legal proceedings, exercising control, requesting and providing rent subsidies, internal management activities, as well as the execution or application of the law. For these purposes, personal data may be disclosed to third parties by the landlord and/or the manager as necessary, such as banks for payment purposes, maintenance companies conducting planned or complaint-based maintenance (to which the tenant's name and contact information, such as phone number, email address, and information about the complaint, may be provided), prospective tenants for viewings and takeovers (they may receive the tenant's name, phone number, and email address to schedule an appointment), collection agencies, bailiffs, lawyers, and judicial authorities in the context of arrears or disputes, the tax authorities, and other competent authorities, as well as service providers such as IT suppliers, accountants and auditors, and lawyers.

- 23.2. The data subjects have the right to request access to their personal data and/or request the landlord and/or the manager to correct, supplement, delete, or screen it. The tenant shall inform their spouse/registered partner and/or curator/guardian of the content of this article if applicable.

24.Domicile

- 24.1. From the commencement date of the lease, all notifications from the landlord to the tenant concerning the execution of the short stay lease agreement are addressed to the address of the leased property.
- 24.2. In case the tenant no longer uses the leased property, the tenant is obliged to promptly inform the landlord in writing, providing a new domicile.
- 24.3. In the event that the tenant vacates the leased property without providing a new domicile to the landlord, the address of the leased property serves as the tenant's domicile.

25.Requests

- 25.1. Except in cases where it is provided by the landlord on their own initiative, the tenant may only rely on the consent, approval, statement, or notification from the landlord if the tenant has made a written request for it, and the landlord has shown their positive response to it in writing. Conditions may be attached to the consent, approval, or statement of the landlord.

26.Complaints

- 26.1. The tenant will submit complaints and requests in writing. In urgent cases, this may be done verbally, after which the tenant will confirm the complaint in writing as soon as possible.

27.Consequences of Nullity or Voidability

- 27.1. If a part of the short stay lease agreement or the general terms and conditions is null or voidable, this does not affect the validity of the other provisions. Instead of the void or voidable part, what is as close as possible to what the parties could have agreed if they had known the nullity or voidability will then apply in a legally permissible manner.