

## RENTAL AGREEMENT

### The undersigned,

1. Accommodate, established in Leiden at Rapenburg 33, owner of **...., Leiden**, hereinafter referred to as: "Accommodate" or "the Lessor"

and

2. Name :  
Home address :  
Date of birth :  
Place of birth :  
E-mail address :

Hereinafter referred to as "Tenant" or "he/she",

### considering the following :

1. During the period specified in the short stay agreement, the Tenant is attached to the University of Leiden or another institution in the region as a guest (either staff or student), with a maximum of one year. The Tenant does not have the intention to establish himself/herself for a longer period in the guest accommodation. After the period specified in the short stay agreement, the Tenant returns to his original place of residence.
2. The Lessor is willing to provide guest accommodation for this particular group of persons (as described above under 1), who come to stay for a limited period and with a specific objective. The Lessor wishes to keep using the premises as guest accommodation for these particular guests in the future.
3. It concerns a particular (unusual) form of accommodation, also referred to as "short stay housing", i.e. the provision of guest apartments, furnished and fitted with curtains, and equipped with extended facilities and services, such as supervision, communal areas, various cleaning facilities, one **internet** connection per apartment, a caretaker, as can be expected from a guest accommodation.
4. Accommodate has agreed to equip the accommodation at **...., Leiden**, in a way as described under 3, in order to make this accommodation available to Tenants who, in accordance with the objective described above, temporarily study at the University of Leiden, or work in an institution in the region of Leiden
5. The Tenant agrees that he/she shall vacate and leave the premises in the same condition as they were on arrival, at the end of the period specified in the short stay agreement.
6. The maximum period of the short stay agreement is one year. It shall not be possible for the Tenant to extend this period.
7. The Tenant's main residence shall remain in his home country for the period of the short stay agreement.

**declare to have agreed to the following:**

**Article 1**

The above statements must be deemed repeated and incorporated herein.

**Article 2**

Accommodate shall lease to the Tenant a guest apartment situated in Leiden at **...., Leiden**, for the duration of the objective for which the Tenant shall stay in Leiden, with a maximum of one year.

**Article 3**

The rental agreement, being a type of agreement of short duration, shall expire at the end of the month in which the objective referred to under 1 will be realised, but no later than 11 months after the month in which the lease started.

**Article 4**

The monthly rate for the guest apartment is	....	<b>Euro</b> *
The deposit amounts to	500.00	Euro
The administrative costs are	75.00	Euro.

The deposit, the administrative costs and the first month's rent must be paid upon reservation of the apartment. Further monthly payments must be received, in advance, before the first of each month, free of bank charges. The amounts due are to be paid into bank account number 23.86.56.853 Fortis Bank Leiden, stating the Tenant's name and apartment number. The deposit serves to guarantee the Tenant's obligations towards Accommodate, such as the total monthly payments due, and to cover any possible damage done to the apartment and the communal facilities. It shall not serve as payment of last month's rent.

\* The statutory annual rent increase shall go into effect on 1 July, if applicable.

**Article 5**

The guest apartment shall be rented from the first of the month, for a period of at least 3 months (i.e. minimum occupation period). Switching apartments is possible after this period. If the Tenant decides to leave the guest apartment before the lease expires, he/she shall be obliged to pay the rent until the expiry date.

**Use of rented premises**

**Article 6**

1. The premises are intended to be used as guest accommodation for foreign guests and other persons temporarily attached to the University of Leiden or other institutions in the Leiden area.
2. The premises in all guest accommodations are intended to be used exclusively by Tenants who have signed the short stay agreement, unless agreed otherwise in writing by the Lessor.

## Rental period

### Article 7

1. The short stay agreement is concluded for a specified period of time on the explicit condition that the Tenant shall vacate the premises at the end of such period. The Tenant may make personal use of the apartment located at ...., **2332 JZ Leiden**, for the following period: ....., Arrival should take place after 14.00 p.m., departure before 10.00 a.m.
2. The guest apartment is occupied from the first of the month for a period of at least 3 months. (minimum occupation period). The Tenant is obliged to pay the rent until the end of the lease.
3. If the accommodation is shared and one of the Tenants decides to leave the accommodation before the end of the lease, the Lessor shall try to find another house mate for the remaining Tenant. If the latter does not accept this Tenant, or a new Tenant cannot be found, he/she will be responsible for the total rate of the accommodation. It is also possible for the Tenant to move to a single apartment, if available. Any costs arising from this move shall be for the account of the Tenant.
4. Switching guest apartments is possible after the minimum occupation period, however subject to approval of Accommodate. Conditions are at least two months notice on the 'old' apartment and EUR 75 will be due for moving costs. Please note that a apartment switch shall depend on the availability.
5. Extension of the accommodation agreement is only possible with approval of Accommodate and when no other reservation is made. The maximum period of the short stay agreement is one year. After that period it shall not be possible for the Tenant to extend this period.
6. For the period after the minimum occupation period, the short stay agreement may be terminated by giving at least two months notice. The termination shall become effective **on the last day of the month**. If only one of the Tenants terminates, the remaining Tenant is responsible for the total accommodation's rate.
7. In case of extension or termination, a written notice shall be delivered in person to either party. Two months notice shall apply and the end date will be the last day of the month.

## Availability and acceptance of premises

### Article 8

1. The Lessor shall make the guest apartment available to the Tenant on the first working day from 14.00 p.m. as from the commencement date of the short stay agreement. The Lessor shall ensure that the guest apartments are in good condition and that all facilities and equipment function correctly. If the working day does not correspond with the commencement date of the short stay agreement, the Tenant shall nonetheless be required to settle the guest apartment rate from the commencement date of the agreement.
2. On the commencement of the short stay agreement, the Tenant shall check the state of the inventory/furniture.
3. The guest apartment is assumed to be in a good state of repair, without visible faults, and all facilities and all equipment present are deemed to be in good working order, unless the Tenant informs the Lessor in writing of any such discovered defect(s), within two working days after having received the keys.
4. The Lessor is obliged to resolve – within a reasonable period of time – any deficiencies or defects reported in writing within two working days to the Lessor after the keys were handed over.

## General obligations of the Lessor

### Article 9

The Lessor shall be obliged to maintain the guest apartment in good state of repair and to carry out any



necessary repairs and maintenance, insofar as such work is not for account of the Tenant by law, under the terms of these short stay agreement, or according to common usage.

## **Liability**

### **Article 10**

1. The Tenant shall be liable for any damage caused to the guest apartment during the period of the short stay agreement, which can be attributed to any negligence or failure to fulfil any obligation in the short stay agreement on his part. All damage, except fire damage, is assumed to have been caused in such a way.
2. The Tenant shall be held responsible to the Lessor for the behaviour and actions of any person who uses the guest apartment with his approval or stays in the guest apartment with his approval, in the same way as would apply to his own behaviour and actions.
3. With regard to the communal areas, and also with regard to the facilities and equipment contained therein, the Tenant shall be held jointly and several liable, along with the other members of the guest accommodation, for all damage which occurs during the period of the short stay agreement.

## **General obligations of the Tenant**

### **Article 11**

1. The Tenant should settle the agreed price for the occupation of the guest apartment in full and in advance by transferring the amount due by standing order. Tenant shall not have any recourse to objection based on debt comparison.
2. The Tenant himself/herself shall reside in the guest apartment throughout the occupation period. He/she shall use the guest apartment including all (communal) facilities and equipment in accordance with the intentions stated and shall not make any changes to this.
3. With a view to monitoring the Tenant's compliance with his obligations ensuing from this short stay agreement, the Tenant shall enable the Lessor to enter the guest apartment following a request to this end. The Lessor shall be taken to include any person appointed by or on behalf of the Lessor.
4. It is not possible for the Tenant to have guests to stay for one or more nights in his apartment without written approval of Accommodate.

## **Vacation of premises at end of rental period**

### **Article 12**

1. At the end of the short stay agreement, the Tenant shall be obliged to vacate the guest apartment and return the keys. The guest apartment and all facilities, equipment and the inventory must be left completely empty and clean and in the same good condition as upon commencement of the rental period, with the exception of normal wear and tear, which is for the account of the Lessor.
2. The Lessor shall inspect the guest apartment at the end of the occupation period. The Tenant shall facilitate such inspection and make an appointment a few days before leaving to be scheduled for the day of checkout (during office hours). The Tenant will receive a copy of the inspection report. Upon presentation of this report, the Tenant will receive back the deposit. If the Tenant leaves outside office hours, the inspection shall take place on the first working day after departure. The deposit will then be transferred to the Tenant's bank account (Please note that the bank may deduct bank charges). The caretaker will inform the Tenant on how to return the keys.
3. If the Tenant has not fulfilled any obligation to repair or clear the guest apartment, or rectify any unauthorised alterations made, the Lessor shall be entitled to carry out or have all necessary work to this end carried out for the account of the Tenant. The Tenant hereby accepts this liability to settle such costs now or in the future. Any damage arising from negligence on the part of the Tenant shall also be for his account.

- Any property left in the guest apartment/building during the final inspection passes to the Lessor and shall be removed for the account of the Tenant. This shall cost the Tenant EUR 50.00 per piece of furniture.

**Default by the Tenant**

**Article 13**

- If the Tenant remains in default of any obligation arising from the law and/or the short stay agreement and the Lessor has to take legal or other measures in or out of court, all related costs should be for account of the Tenant.
- Any costs incurred by Lessor for account of the Tenant in connection with out-of-court collection costs arising from this Article shall become payable at the moment on which the Lessor transfers the debt to a collection agency. Collection costs shall add 15% to the original debt, plus VAT at the current applicable rate.

**Deposit**

**Article 14**

- The Tenant must leave a deposit upon commencement of the short stay agreement. The deposit for the guest apartment is 500 euro per person. This deposit shall serve as an additional guarantee that the Tenant will fulfil the obligations ensuing from this short stay agreement.
- Unless the Tenant is in default of any obligations ensuing from this short stay agreement, restitution of the deposit shall be effected within 30 days after the tenant has applied for it. Any amounts owing to the Lessor shall be deducted from the amount repayable.

**Other conditions and rules**

**Article 15**

The **House Rules** shall be applicable to this agreement. A copy of these rules is attached to this contract.

Thus agreed,

Signed in duplicate,  
Accommodate

the Tenant

.....

.....

on date.....

on date.....