

RENTAL AGREEMENT 2022-2023

names and addresses simulated

The Undersigned:

Roger Joseph Marie Philips, domiciled in Maastricht , Viktor de Stuersstraat 14 , 6217KR, hereunder referred to as the “ landlord “

and

- a. Alice Stone , born 18-09-1993 in Oxford , UK . Parental address ,Marble Lane 34 , Oxford , United Kingdom . ID : 603718881
- b. Lieveke van Herstel , born 9-7-'94 , in Waregem , Brussel, Belgie , Parental Address . Houtstraat 47 , Waregem , Brussel , Belgie. Passport 111159890.
- c. James Heampstead ,born 20-10-91 in Epsom , Surray, UK . Parental address Ashram , Meadway , Mount Pleasant ,Effingham , Surray. UK. Passport 210593984
- d. Jean Pierre Duchateau , born 23-9-,88 in Paris , France . Parental address 108 Rue Vieille du Temple , 75003 Paris , France . ID : 050575D00015
- e. Joao Moraes, born 24-2-90 in Sao Paulo , Brasil , Parental address , 29 apto 12 Rua da Verdade , Jardim Paulista , SP , CEP 1234-345 , Brasil. Passport 130194301267
- f. Hermann Ludwig, born 27-6-95 in Berlin Germany , parental address 56 Rossmount Hill , Ottawa D4B7C4 , Canada. Passport 47992674T
- g. Toni Occhipinti, born 18-5-93 in Milan, Italia. Parental address , 25 Strada di Livorno , Livorno, Italy. Passport 496152359
- h. Friedrich Schweinemann, born 28-4-93 in Luxemburg . Parental address 12 Rue Weimersbach , Stuttgart , Germany . Passport G2F6944

hereunder collectively referred to as the "tenants" and each of them individually referred to as the 'tenant'

Considering that:

The landlord is the owner of the house located in the Victor de Stuersstraat 14 in Maastricht;

As of September 1st 2022 the landlord is staying temporarily abroad and will occupy himself the house upon his return in The Netherlands on July 1st 2023.

The landlord has expressed the wish to rent to the tenants part of the house for the period running between September 1st 2022 and July 1st, 2023 under the terms and conditions mentioned further hereunder.

Declare to have agreed as follows :

Article 1. Object of the agreement:

1. The Landlord declares to have rented to the tenants and to have put at their disposal, and the tenants declare to have received from the landlord and to have accepted to use, the premises located in Maastricht in the Victor de Stuersstraat 14.
2. Each individual tenant is entitled to the exclusive use of the unit rented to and used by him/her, the other tenants being excluded from such use.
3.
 - a. The rented house is completely furnished and put at the disposal of the tenants.
 - b. It is forbidden for the tenants to make use of the bags containing personal belongings of the landlord which are stored in the basement.
 - c. The parties declare that upon entry into force of the rental agreement, the landlord has put at the disposal of the tenants, inter alia, the following items which belong to the rented premises.
 - oak garden table with 8 teak chairs
 - pans set Sigg brand
 - built-in kitchen with electric plate, oven, dishwasher, two refrigerators;
 - kitchen equipment, glasses, cutlery, plates, pans, etc.;
 - Sabatier knives set;
 - marble table (purchase price in 1989 E 8.000,--);
 - six leather chairs (purchase price E 1,000,-- per chair);
 - one lamp (purchase price E 1,000,--);
 - one pre-Colombian sculpture (purchase price USD \$ 3,000,--);
 - two pre-Colombian pots/vases (purchase price USD \$ 500,-- per piece);
 - one wicker couch and two wicker armchairs;
 - one black three-place leather sofa, one brown two-place leather sofa, one armchair and one puff
 - several paintings;
 - Chinese blankets oak case;
 - one deep freezer, one washing machine (Marijnen) and one dryer (in the basement)⁹
 - Samsung TV UE40F6510SSXXN

Article 2. Duration of the rental agreement:

1. The present agreement enters into force on September 1st 2022 and comes to an end on June 30th 2023.
2. Should the landlord unexpectedly have to come back to the Netherlands before June 30th 2022, for whatever reason, the landlord is entitled to terminate anticipatively the present agreement by means of a registered letter sent to the tenants with a 2-month prior notice, the latter deadline ending before June 30th 2023.

Article 3. Rent and contribution to the costs of utilities:

1. The tenants shall pay to the landlord the following rent and indemnities:
 - a. The rent for the whole house amounts to € 4700,00 (four thousand and seven hundred Euros) per month.
 - b. The costs for the furniture/belongings put at the disposal of the tenants by the landlord amount to € 1422,50 (one thousand four hundred , twentytwo Euros and fifty cents) per month.
 - c. A down payment as contribution to the costs of utilities: energy, water, cable TV, etc.; this payment amounts to € 380,-- (three hundred and eighty euros).
2. Concerning the amounts mentioned in paragraph 1, the landlord can only request from each tenant individually the monthly payment of the following amounts (in euros) for the “costs” mentioned under 1 sub c which are thus a down payment until the final invoice is available:

		Rent	Furniture sub b	Utilities sub c	Total
A.	Alice Stone	287,50	137,50	60,00	485,--
D.	L.van Herstel	367,50	192,50	60,00	620,--
E.	J.Heampstead	375,00	195,--	60,00	630,--
G.	J.P. du Chateau	380,00	180,--	60,00,	620,--
F.	Joao Moraes	370,00	190,--	60,00	620,--
B.	Hermann Ludwig	287,50	137,50	60,00	485,--
C.	Toni Occhipinti	365,00	195,--	60,00	620,--
C.	F. Schweinemann	365,00	195,--	60,00	620,--

3. Furthermore, each tenant shall pay to the landlord the following amounts:
 - a. A weekly amount of Euro 5 per person for the weekly cleaning of the common areas of the premises.
 - b. For the fixed costs of the telephone facility, the use of internet and the tv € 10, per month.
4. The disposal of the daily garbage, such as paper, glass, trash bags (and all that belongs to it according to the municipal regulations) should be made by the tenants and does not belong to the weekly cleaning.

5. All taxes and contributions required by the competent authorities concerning the rented house will be borne by the landlord. The taxes and contributions related to the occupation of the house and which, according to the law, should be borne by the tenants, will also be paid by the landlord.

Article 4. Payment

1. The amounts due by the tenants to the landlord by virtue of this article should be transferred in advance every month, at the latest by day 24 of each month preceding the month in which the rent is due, without any reduction or settlement, to the bank account number 10.49.08.696 (IBAN NL68RABO0104908696 , SWIFT RABONL2U) at the Rabobank te Maastricht belonging to R.J.M. Philips.
2. The tenants should give their respective banks a permanent order of payment so that the amounts mentioned above can be paid automatically each month.
3. It is strictly forbidden for the tenants to use the deposit to pay part or all of the last month rent. Each month should be paid at all times.
4. The landlord reserves himself the right to claim the due rent(s) and indemnities in cash.

Article 5. Condition of the rented good and surrender:

1. By signing this rental agreement, the tenants declare to have received the rented units as well as the furniture/belongings referred to in article 1 of this contract in good condition and undamaged, with the exception of fair wear and tear, and that they will return them upon expiry of this agreement also in good condition and undamaged.
2. Before leaving the house, the tenants shall invite the landlord and give him the opportunity to inspect the rented premises as well as the furniture together with the tenants.
3. Should it appear that cleaning is necessary, the landlord is entitled to charge cleaning costs to the tenants upon termination of the rental agreement for a maximum amount of € 240.

Article 6. Penalties:

1. On the ending date of the rental agreement the tenants shall vacate the house and take with them all their personal belongings.
2. Any tenant that has not left the rented premises on time pursuant to the previous paragraph owes the landlord a penalty amounting to € 200 for every single day that he/she is still occupying the premises. Furthermore the said tenant is obliged to pay any damage caused to the landlord as a result of his/her presence in the house, including therein the costs of a substitution house for the tenant and his relatives and his personal belongings.

Article 7. Instructions for the use of the rented premises:

1. The rented premises are exclusively meant to be inhabited by the tenants themselves. Subletting is strictly forbidden.
2. Tenants are not allowed to keep pets in the rented premises.
3. Tenants are not allowed to affix posters , pictures etc. on the street side windows and in the interior on painted wood like doors .
4. The tenants commit themselves expressively not to cause any nuisance to the neighbours, in particular not to cause noise, smell, etc. Moreover, the tenants commit themselves to avoid making any kind of noise after 10 p.m.
5. Tenants are not allowed to make alterations to the rented premises.
6. It is forbidden to park bicycles in the patio and in the house.
7. Goods can be stored in the basement during the lease period, but should be removed at the end of the said period. Any goods that are still present in the basement at the end of the rental agreement will be removed at the expenses of the tenants. The landlord can not be held responsible for any damage suffered by the tenant as a result thereof.
8. It is forbidden to make fire in the fireplace in the living room.

Article 8. Maintenance:

1. The tenants shall at all times use and maintain the house with all reasonable and usual care.
2. The tenants shall ensure the normal daily maintenance of the rented premises, including the curtains/lamps and locks, the switchers, the sanitary installations, the tubing, sewer and the inventory.

3. The landlord is not obliged to any maintenance and can not be held liable for any shortcoming in the maintenance.

Article 9. Liability and insurance:

1. The tenants are responsible to the landlord for any damage caused to the rented premises and to the content thereof during the lease period - whatever the cause - unless they can prove that this liability does not rest on them.
2. The tenants commit themselves to take up an insurance with a well-known European company and to keep it for the whole duration of the rental contract in order to cover the liability referred to in the previous paragraph. The tenants shall provide the landlord with a copy of the insurance policy and of its terms and conditions.
3. The tenants shall give the landlord any indemnity that they should receive from the insurance company as coverage for any damage caused to the rented premises and to the belongings put at their disposal by the landlord.

Article 10. Deposit:

1. At the time the lease is signed each one of the tenants shall pay the landlord a deposit amounting to Euro 700,- (seven hundred euros)
2. The landlord is entitled to use part or whole of this deposit to cover any debt due to him by the tenant by virtue of this contract.

Article 11. Other provisions:

1. The tenants accept the rented premises and the furniture in their present condition known to them. In case the rented premises and the furniture would unexpectedly show shortcomings during the rental period, the landlord accepts in this regard no responsibility for any damages suffered by the tenants as a result thereof.
2. The landlord is not responsible for whatever damage caused to the tenants as a result of the use by the tenants of the rented premises and its furniture. In this respect, the tenants hold the landlord harmless from any claim from third parties.
3. The landlord is not liable for any damage of whatever nature that the tenants could suffer, should the tenants for whatever reason not enjoy the peaceful use of the rented units, or should the rented premises not be used for the use for which they are rented.

Article 12. Use of the telephone and Internet

1. Parties are aware of the fact that the telephone connection with number 043-8500847 is registered under the name of the landlord.
2.
 - a. The tenants shall keep a record of their own use of the telephone;
 - b. The tenants shall calculate their costs on the basis of the invoice sent by the telephone company and shall pay every month their own telephone costs to the landlord.
 - c. All costs for late payment or disconnection of the telephone line shall be borne by the tenants.

Article 13 Final payment of the water and energy invoice

1. Regarding the costs for energy and water referred to in article 3 par. 1, c), the parties make the following arrangements:
 - a. Such costs are all costs for the whole house which are mentioned in the final invoices of the water and energy company made during the rental period;
 - b. each tenant individually owes the landlord an equal part of these costs;
 - c. after 30 June 2016 the landlord will make the final calculation of these costs and will send the tenants an e-mail giving them a detailed overview of the costs;
 - d. the landlord will claim the final amount due from the tenants;
 - e. the landlord is entitled to use the deposit to cover any amounts due in this respect.

Article 14 Divisibility of obligations

Each individual tenant is principally liable for compliance with this agreement by all the tenants, unless it can be deducted reasonably and fairly or it results from the law that each individual tenant is liable to the landlord for unequal parts of the agreement.

Article 15. General provisions, choice of domicile, forum and law:

1. Unless otherwise indicated in this agreement, this agreement is subject to the *Algemene Bepalingen Huurovereenkomst Woonruimte* (General provisions Housing Rental agreement), according to the model fixed by the Real Estate Council (*Model door de Raad voor Onroerende Zaken*) on 30 July 2003 and deposited on 31 July 2003 at the Registrar Office of the Court in The Hague and registered there under number 74/2003. A copy of these provisions is attached to the present rental agreement.

2. For the execution of the present agreement the tenants indicate as their domicile the address of the rented premises.
3. This agreement is subject to Dutch law.
4. Only the judge of the *arrondissement Maastricht* has competence to hear in first instance any dispute and claim resulting from this rental agreement.

So agreed in Maastricht

on ... September 1st 2022

R.J.M. Philips
Landlord

Alice Stone

Lieveke van Herstel

James Heampstead

Jean Pierre du Chateau

Joao Moraes

Hermann Ludwig

Toni Occhipinti

Friedrich Schweinemann