

Lease parking spot

model by the Real Estate Council (ROZ) on February 12, 1992^(2nd) revised in November 2002).
Reference to this model is only permitted if the completed, added or deviating text is clearly recognizable as such. Additions and deviations should preferably be included under the heading 'Special provisions'. Liability for adverse consequences of the use of the text of the model is excluded by the ROZ.

Mr. YTH Maes, residing at Rijksweg 74, 6228 XZ in Maastricht,
hereinafter referred to as '**lessor**',

AND

Name:

Resident at:

E-mail:

Telephone number:

(if applicable, both individually and jointly), hereinafter referred to as '**tenant**'.

have entered into the following rental agreement:

Object, destination, use

1.1 This agreement relates to the object, hereinafter referred to as 'the rented object', being 1 parking space **located at the above-ground parking lot / underground parking garage at Akerstraat 8 in Maastricht,**
with number:

1.2 The tenant will only use the parking spaces for the storage of (a) passenger car (s).

1.3 The tenant must actually, properly use the rented object - during the entire term of the agreement - and himself use with due observance of existing limited rights and by the government and / or utility companies requirements set or to be set and the regulations that apply to the residential complex.

1.4 The tenant is not permitted:

- a. to give up all or part of the rented property for rent or use;
- b. to use open fire in the rented property;
- c. to store environmentally hazardous items in the broadest sense of the word in, on or in the immediate vicinity of the rented property, including odor-spreading, fire-hazardous or explosive items;
- d. use the rented property in such a way that this use may cause soil or other environmental pollution, cause damage to the rented property or damage the appearance of the rented property;
- e. to affix advertising or indications in any form whatsoever on or to the rented property;
- f. to cause nuisance or nuisance to local residents and users of other parking spaces;
- g. use the rented property, the site and the access roads for sales, manufacturing, assembly or repair work, or to change oil there;
- h. to change something to, on or in the rented property and everything that belongs to it, which affects the nature of the rented property;
- i. to store cars, caravans or other vehicles on the areas near the box / parking lot and the access roads, with the exception of the places intended for this purpose:

Duration, extension and cancellation

2.1 This agreement has been entered into for a definite period, commencing on:

.....

and ending by operation of law the moment the tenant no longer rents housing at Akerstraat 8.

2.2 This lease can be terminated with due observance of a notice period of one month. Canceled by the 1st of the month.

2.3.1 If the tenant:

- does not pay the rent and any compensation for additional supplies and services at the specified times
- ;

- fails to comply with any other provision of the rental agreement;
 - if he is not a natural person, loses his legal personality, is dissolved or is actually liquidated;
 - applies for a moratorium or for bankruptcy;
 - is declared bankrupt;
 - offers a composition outside bankruptcy or if an executory attachment is imposed on the tenant's property; the lessor has the right to cancel the lease with immediate effect and to give notice of the eviction.
- 2.3.2** The tenant will be in default by the mere lapse of a certain period or by the mere occurrence of a circumstance as mentioned above, as well as causing nuisance as stated in article 20 of the special provisions.
- 2.3.3** A circumstance such as the aforementioned is regarded as a sufficiently serious circumstance to justify termination.
- 2.3.3** The tenant is obliged to compensate the landlord for all damage, costs and interest as a result of a circumstance referred to in 2.3.1 and as a result of premature termination of the lease, also in the event of bankruptcy and suspension of payments. This damage will in any case include the rental price, any compensation for additional deliveries and services, the other amounts owed under the lease, the costs of re-letting as well as all costs of measures taken both in and out of court by the lessor, including those of legal assistance.
- 2.3.4** The lessor is entitled, without judicial intervention, to perform or have performed what the tenant is in default at the expense and risk of the tenant.
- 2.3.5** The provisions under 2.3.1 to 2.3.4 do not exclude the right of the lessor to make use of his other rights, including his right to demand compliance with compensation or dissolution with eviction and compensation.
- 2.4** If and insofar as the tenant does not, or at least not properly, fulfill his obligations under this tenancy agreement, the tenant will also forfeit an immediately due and payable fine of € 10 on behalf of the landlord without prior summons or judicial intervention, for each day or part of a day on which the violation continues, without prejudice to the lessor's right to claim full compensation for damage if it exceeds the aforementioned penalty amount.

Payment, payment period

3.1 obligationThe tenant's payment obligation consists of:

- the rent; € 100
- the turnover tax (VAT) that may be owed on this rental price and this compensation.

3.2 The rent will be increased annually on September 1, for the first time on September 1 of the calendar year following the commencement date, as stated under article 6.

The tenant does / doeson the rent referred to in 3.2, 3.4 and 3.5not owe sales tax (VAT).

3.3 The rent and compensation for additional supplies and services are payable in advance, always before or on the first day of the period to which the payment relates.

3.4 Per payment period of 1 month:

- the rent is	€	100 -
- the fee for additional deliveries and services, if agreed,	€	-

so that the tenant has to pay a total of € 100, -

3.5 With a view to the commencement date of this lease, the first payment period relates to the period of:

.....
 to:

and the amount due for this period is € The tenant will pay this amount **BEFORE THE EFFECTIVE DATE.**

3.6 Payment of the rental price and everythingowed under the rental agreement will be made elsein legal Dutch currency at the latest on the due dates by payment or transfer to an account to be specified by the lessor.

3.7 Payment will be made to **account number NL31 RABO 0311 7390 67 in the name of YTH Maes.**

Additional deliveries and services

4.1 The additional deliveries and services to be provided by or on behalf of the lessor are: N / A The tenant is responsible for the necessary maintenance and cleaning. If the tenant does not take care of this himself, the cleaning or maintenance will be charged separately.

~~4.2 For additional deliveries and services, the fee payable by the tenant to the lessor is a lump sum, related to the costs involved in these deliveries and services and the associated administrative activities. This fee is / is not included in the rent.~~

4.3 Insofar as the rented object forms part of a building or complex and the supplies and services also relate to other parts belonging thereto, the lessor will determine the share in the costs of those supplies and services that will be borne by the tenant. The lessor does not have to take into account the circumstance that the tenant does not make use of one or more of these supplies and services.

4.4 Revision by the lessor of the contributions to be paid for supplies and services is possible if the cost level gives cause to do so.

Taxes, charges, levies, premiums, etc.

5.1 Unless it is not permitted by law or other regulations to pass on these costs to them this way tenant, at the expense of the tenant, even if the landlord is assessed for this:

1. the property tax and the water board or polder charges for the actual use of the rented property;
2. environmental levies, including the surface water pollution levy and wastewater treatment levy;
3. benefit tax, or related taxes or levies, all or a proportionate part thereof, if and insofar as the tenant benefits from that on the basis of which the assessment or levy has been imposed;
4. tenants share in the costs of the VVE;
5. other existing or future taxes, environmental protection contributions, charges, levies and fees
 - with regard to the actual use of the rented property,
 - in respect of the tenant's goods,

which would not have been charged or imposed in whole or in part if the rented property had not been put into use .

5.2 The charges, duties or taxes for the account of the tenant, if these are collected from the lessor, must be paid by the tenant to the lessor on first request.

Rent increase

6.1 Without prejudice to the possibilities offered by law to realize a rent, the adjustmentrent will be adjusted annually on 1 September, for the first time with effect from 1 September 2019, in accordance with the following.

6.2 A change in the rent agreed in Article 4.5 of the tenancy agreement takes place on the basis of the change in the monthly price index figure according to the consumer price index (CPI) series of all households (2006 = 100), published by the Central Bureau of Statistics (CBS).

Unless the provisions of 18.2 apply, the changed rent is calculated according to the formula: the changed rent is equal to the applicable rent on the change date, multiplied by the index of the calendar month that is four calendar months before the calendar month in which the rent is adjusted. , divided by the index of the calendar month, which is sixteen calendar months before the calendar month in which the rent is adjusted.

~~6.3 If the tenant or landlord wishes to make use of his legal authority to require further determination of the rent, apart from the agreed rent adjustment as referred to in 6.2, he will notify the other party thereof by registered letter.~~

~~6.4 The parties are deemed not to have reached agreement on the appointment of an expert, as referred to in Article 7: 304 Dutch Civil Code, if one party of the other party within three weeks of the date of the request to further determine the rental price, has not received a statement from an expert designated by the other party who has accepted the appointment. The parties are also deemed not to have reached agreement on the appointment of an expert if no third expert announced to any of them has been appointed within six weeks of the date of the request for further rental price determination. In the absence of agreement between the parties on the appointment of an expert, the most diligent party can request the appointment of one or more expert (s) from the court.~~

~~Only this expert (s) appointed by the court will then issue the advice regarding the additional rent.~~

~~6.5 If the rent has been re-determined by the parties in accordance with 6.3 and 6.4, the next indexation of the rent will take place one year after the newly determined rental price has commenced, applying the formula: the modified rental price is equal to the re-determined rental price, as referred to in 6.3 to 6.4, multiplied by the index number of the calendar month that lies four calendar months before the calendar month in which the rent is adjusted, divided by the index number of the calendar month that lies sixteen calendar months before the calendar month in which the re-determined rental price has commenced.~~

6.6 The rent will not be changed if an indexation of the rent leads to a lower rent than the last applicable. The last applicable rent remains unchanged until, at a subsequent indexing, the index of the calendar month that lies four calendar months before the calendar month in which the rent is adjusted is higher than the index of the calendar month that lies four calendar months before the calendar month in which the last rent adjustment took place. . If then, the index figures of the calendar months referred to in the previous sentence will be used for that rent change.

6.7 An indexed rent is due and payable, even if no separate notification is made to the tenant of the adjustment.

6.8 If Statistics Netherlands discontinues publication of the said price index figure or changes the basis of the calculation thereof, an index figure adjusted as far as possible or comparable to it will be used. In the event of a difference of opinion in this regard, the most diligent party may request a decision from the director of Statistics Netherlands that is binding on the parties. Half of the costs associated with this are each borne by the parties.

End of tenancy agreement or use

7.1 The tenant is obliged at the end of the tenancy agreement, or upon termination of the use, to deliver the rented object to the lessor's satisfaction in its original state, free of use and rights of use and properly cleaned to the lessor. and hand over all keys to the landlord. The tenant is obliged to remove at his own expense all items that have been placed by him in, on or on the rented property or that he has taken over from the previous tenant or user. For items that have not been removed that have been installed with the consent of the lessor, any liability to pay compensation therefor by the lessor depends on what has been agreed between the parties or - in the absence of such an agreement - on the legal provisions in this regard.

7.2 The lessor is entitled, if the tenant has terminated the use on time or untimely without having handed over the keys to the lessor, to consider the agreement as terminated, to gain access to the rented property at the expense of the tenant and to take possession of it. , without the tenant having any right to compensation or otherwise.

7.3 All goods that the tenant has apparently renounced by leaving them in the rented property when the use of the rented is actually terminated can be removed by the lessor, at the lessor's discretion, without any liability on his part, at the expense of the tenant, unless the lessor it is known that the successive tenant has taken over the goods.

Not available on time

8. The lessor is obliged to make the rented property available to the tenant on the agreed commencement date. However, if the landlord is unable to make the rented property available to the tenant in time due to circumstances through no fault of his own - for example because the previous tenant has not vacated the rented property in time, contrary to agreements made, the landlord has not obtained permits requested in time or because the rented property has not been rented on time has been completed - the landlord is not liable for this and the rent only commences on the date on which the landlord makes the rented property available to the tenant, the latter unless the tenant has previously notified the landlord in writing that he no longer wishes to observe the tenancy agreement. If the lessor cannot make the rented property available to the tenant in time, the lessor is only obliged to immediately take those measures that limit further delay to a minimum.

Maintenance and repair

9.1 The lessor is obliged to keep the rented property on the outside and the tenant is obliged to maintain the rented property on the inside in a good state of repair and to do so in a timely and proper manner, each at his own expense, to make those facilities - including innovations. or to have performed, which are necessary for this or to which the law or any statutory provision obliges one or both parties.

9.2 The tenant is obliged to give the landlord the opportunity to carry out any repairs deemed necessary to the rented property.

Defects

10.1 The tenant declares to have accepted the rented property in a good state of repair, clean, empty and without defects.

10.2 The lessor is not liable for damage caused to the person or property of the tenant or third parties by the occurrence and the consequences of, among other things:

- visible and invisible defects in the rented property or the building or complex of which the rented property is part;
- weather conditions;
- stagnation in the accessibility of the rented property;
- stagnation in the supply of energy, water, heat, ventilation or air treatment;
- failure of installations and equipment;
- inflow and outflow of gases or liquids;
- fire, explosion;
- other occurrences;
- disturbance in the rental enjoyment or shortcomings in any supplies and services;
- all except in the case of damage as a result of the lessor's negligence with regard to the condition of the rented property or of the building or complex of which the rented property is part.

Manager

11.1 In the event that the landlord appoints or is appointed a manager, the tenant will consult the manager regarding all matters related to this agreement.

Until the landlord otherwise, the manager acts as: landlord, available at: notifiesyvo.maes@gmail.com.

11.2 The tenant will submit complaints and wishes in writing. In urgent cases, this can be done verbally. In such cases, the tenant will confirm this complaint or wish in writing as soon as possible.

Change of address

12. If the tenant moves, he must notify the landlord in writing of his new address, failing which the landlord may consider the tenant's initial address as the correct address. The latter is only different if the tenant has another place of residence within the municipality within which the rented property is located.

Apartment law

13.1 If the building or complex of which the rented object forms part, is or will be divided into apartment rights, the tenant is obliged to observe the regulations regarding use arising from the deed of division, articles of association and regulations. The same applies if the building or complex is or will be owned by a cooperative. If the division entails obligations that are heavier than the current one, the tenant is free to consider whether he wishes to terminate the lease, to which he is then entitled.

13.2 The lessor undertakes, insofar as this is in its ability, not to cooperate in the creation of regulations that are in conflict with the lease.

Personal registration

14. The personal details of the tenant may be included in a personal registration by the landlord and the manager. In that case, the Personal Records Act applies to this information.

Final provision

15. This agreement obliges the parties to comply with the provisions of the law and local customs with regard to rental and rental, insofar as not deviated from in this contract.

Special provisions

16. The tenant indemnifies the landlord against all third-party claims arising from the actions or omissions of the tenant with regard to the rented property.

17. In order to prevent the tenant from having to deposit a second deposit, the tenant's deposit with regard to the accommodation also serves as a deposit for this lease.

18. Upon signing this, the tenant has received one sensor per parking space from the landlord, which sensor gives access to the entrance door of the garage.

19. The tenant uses the parking space at his own risk. Lessor is not liable for damage or damage.

Thus drawn up and signed in duplicate:

place: place:

date: date:

landlord tenant: