

AGENCY AGREEMENT FOR RENTAL SERVICES

The client

Name : _____
First names : _____
Place of birth : _____
Date of birth : _____
Residential/correspondence
address : _____
Postal code, place : _____
Email address : _____
IBAN Bank account : _____
Landline : _____
Mobile phone : _____
Means of identification
(please attach a copy) : _____
Civil status : Married/registered partnership/not married, nor in a
registered partnership

The client states that he acts with the consent of all parties that have a stake in the property mentioned in this agreement.

The client has requested **Amsterdam Rental Brokers** on (date), to provide services related to renting out the property mentioned below. **Amsterdam Rental Brokers** has duly accepted this request.

Address : _____
Postal code, place : _____

RATES. NO CURE NO PAY!

The client and ARB have agreed on the following:

The commission due to ARB, in case of successful mediation, will amount to 8%, not including 21% VAT. The minimum commission amount is set at € 1000,- excl. VAT. The commission is calculated over a period of at most 12 months.

ARB will not charge extra for the extensive marketing she conducts nor charge any cancellation costs!

AUTHORITY TO RENT OUT THE PROPERTY AND RELEVANT INFORMATION

1. The client declares that: (strike out where not applicable)

- a. the client owns the property
or
- b. the client received written permission of the owner and/or their own clients, giving the client the authority to rent out the property.

2. The client declares that:

- a. the property can be rented out in the private sector
- b. the mortgage provider gave their approval for renting out of the property
- c. the property is free of any defects as per the applicable laws and regulations, prior to the rental contract coming into effect

Services provided by Amsterdam Rental Brokers and other agreements

The client requests ARB to mediate between the lessor and the lessee, in order to come to a rental agreement for the property in question. The agreement will be for:

O an initial *asking price** of € ,- per month (including contributions to the Owners Association**)

* If you also wish to offer the option of renting a parking lot for an additional amount, then you can indicate this below. If this parking lot should always be considered part of the overall rent agreement, then you need to add the desired rent amount to the initial asking price.

** In case block heating is provided, we would like to request you to deduct the compensation due from the overall Owners' Association contribution and specify the amount as part of the monthly costs.

The rental price will always exclude advances for gas, water, electricity, TV, internet and municipal taxes levied on tenants. The estimated monthly costs for this property amount to: €,-

If there are any other additional monthly costs that you would like to charge, such as cleaning, then we would like to ask you to indicate these costs down below. The following services/product will be provided by the lessor:

- O €,- Per month
- O €,- Per month

1. Description of the property:

- O Number of bedrooms:
- O Square meters of living space:

- Private garage/parking lot available: yes/no
- Additional rent cost for a parking lot per month €.....,-
- Storage/ box available: yes/no

If applicable:

The property is located on the ... floor, with/without an elevator.

The property has a garden/balcony/terrace of square meters facing

Smoking is/is not allowed.

Pets are/are not allowed.

Other information:.....

.....

2. The property will be provided in the following state:

- Furnished (including upholstery and complete inventory)
- Upholstered (curtains and flooring available, white goods might be available)
- The property can be provided both with and without furnishing

3. Availability:

The property will available as of:

- unlimited availability
- available for a period of at least months up to a period of at most months
- reason for temporary availability:.....

Exclusion of liability.

1. ARB is not liable for any possible damage that results from any clauses which are part of the rental agreement or will become part of the rental agreement, which can be annulled under applicable law or that can be annulled by the lessee.
2. The rental price and any advances for provided goods and services have been provided by the lessor to ARB. ARB is not responsible for the amount as provided by the client and is not liable towards the client, in case the amounts charged to the lessee are higher than legally allowed. ARB is not liable for damages resulting from any activities taking by the lessee with the aim of lowering the rental price.
3. In case the property is rented out with an initial rental price which is in excess of the rental price deregulation limit, the rental agreement will include a rental price indexing article. This article will stipulate that the rental price will be increased to correct for inflation. The client needs to take into consideration that the lessee is protected by rental price protection. ARB is not responsible nor liable for the results of a successful application of rental price protection laws by the lessee.

4. ARB is not liable for any damage to the property, caused by the lessee or by any of the people for whom the lessee is responsible.
5. ARB is not liable for any damage which was not discovered by ARB during the check-in or check-out. We would like to stress the fact that the client is responsible for verifying the property themselves, before returning the deposit to the lessee.
6. ARB is not liable for any damage incurred as a result of the client being questioned by authorities or any other third party, regarding renting out the property without the required permissions.
7. ARB is not liable for any damage resulting from activities, behaviors or statements of any parties regarding the quality and/or descriptions of the property and the objects related to the property, unless these result from intent or gross negligence on the side of ARB.
8. ARB will not have the authority to sign any agreement on behalf of the client. ARB will clearly inform all potential lessees, before providing any services, that ARB only functions as a mediator and does not have the authority to conclude any agreement on behalf of the client.

Marketing

1. The client agrees that ARB will inform colleagues and third parties of this agreement, possibly including any pictures or drawings etc. This information can be used as part of various internet pages, property files, guides and other information overviews.
2. The client agrees that the property will be registered and shown on **expatica.nl**, **huurwoningen.nl** and **expatrentals.eu**.
3. The client **agrees/does not agree** to registering and showing the property on **www.pararius.nl**. ARB explicitly states that property can only be registered on Pararius by a single company only. That means that the client will not be able to request any other company to register their property on Pararius. ARB has the most extensive subscription possible with Pararius, which means that your property will be shown on the following websites, if you decide to request ARB to register with Pararius: **huislijn.nl**, **jaap.nl**, **houcelink.nl**, **huurexpert.nl**, **huurstunt.nl**, **iamexpat.nl**, **12select.nl**, **kamer.nl**, **huizenzoeker.nl**, **hierismijnhuis.nl**, **justlanded.nl**, **mitula.nl**, **kijkmijnhuis.nl**, **thequestcard.nl**, **amsterdamexpats.info**, **dutchdailynews.nl**, **dutchnews.nl**, **xpat.nl**.
4. The client agrees to the property being registered with other realtors or mediators, which in turn will offer the property to their own client base.

Confidentiality

1. ARB will treat all communication received from the client, where related to this agreement, as confidential insofar reasonably possible.
2. The client is not allowed to pass on any communication received from ARB to third parties, such under penalty of compensation for all damage incurred by ARB as a result of this action.

Applicable law and dispute resolution

1. Dutch law applies to all agreements between ARB and the client, unless explicitly mentioned otherwise.
2. The Dutch version of this agreement and any additional documents is binding and takes precedence over any translation thereof.
3. Disputes between ARB and the client can be brought before a competent court in the district of Amsterdam

As agreed and signed:

The client:

Place:

Date: