

TERMS & CONDITIONS

Object: Villa on Strandloper 29, Lemmer. As described on watervillalemmer.com

Lessor: Andries Huizing, Strandloper 29, 8532BJ Lemmer.

Tenant: the main contact of the renting party for a specific period of the Object.

A. Lessor's Obligations

Lessor is obliged:

1. To make the accommodation available in time as agreed.
2. To be made available in good condition and complete with inventory according to the website.
3. To have a proper building and contents insurance for the stay with inventory, which also covers damage during rental.
4. To ensure that the site manager provides the tenant with access to the site where the accommodation is located.
5. To give sufficient instructions in advance about the rented property.

B. Tenant's Obligations

Tenant is obliged:

1. To pay the rent and deposit due even if he does not use the accommodation or for part of the rental period, unless cancellation costs are paid as stipulated in Article D.
2. To use the accommodation carefully, in accordance with its destination (recreation).
3. Follow the lessor's instructions.
4. Not to use or rent out the accommodation to anyone other than indicated to the Lessor.
5. To deliver the accommodation on time and in the same condition as at the start of the rental period.
6. To behave and let his party behave in a way that is appropriate in a quiet residential area.

C. Deposit

1. At the start of the rental period, the tenant pays a deposit to the Lessor. This amount will be refunded by the lessor to the lessee after deduction of what tenant still owes the Lessor. For example, costs for extreme water and energy usage or damage to the rented property attributable to the tenant. The Lessor must prove the damage and costs, for example by means of photos and invoices.
2. If the deposit is not sufficient, the landlord can hold the tenant liable for the excess.

D. Cancellation by tenant

1. The tenant must cancel by registered mail.
2. In the event of cancellation, the tenant owes the following cancellation costs:
 - a. 15% of the rental price in case of cancellation more than 3 months before the start date of the rental period;
 - b. 50% of the rent in case of cancellation longer than 2 months but no longer than 3 months before the start date of the rental period;
 - c. 70% of the rental price in case of cancellation longer than 1 month but no longer than 2 months before the start date of the rental period;
 - d. 100% of the rent in case of cancellation less than 1 month before the start date of the rental period;
3. In addition to the cancellation costs, the landlord may charge a fixed amount of €25 for administration costs.
4. If the tenant can find a mutually acceptable third party to rent to for the agreed period, the cancellation costs will be reduced by the rental income

E. Non-compliance

1. If one of the parties fails to fulfill its obligations, the other has the right to dissolve the agreement in whole or in part, unless the shortcoming is of a minor nature or size. In the event of dissolution, there is a claim to compensation for any damage, unless the shortcoming can be attributed to this party itself.
2. In the event of dissolution resp. partial dissolution due to a shortcoming on the part of the lessor, he will refund (part of) the rent paid.
3. If the accommodation is not delivered or not delivered on time, the tenant is entitled to 25% of the rent, subject to the right to compensation as referred to in paragraph 1.
4. If the tenant returns the key later than agreed, the lessor is entitled to a daily fee of the daily price (proportional percentage of the rent).

F. Costs during rental

1. The costs that are directly related to the use of the accommodation during the rental period, such as fines and tolls, are for the account of the tenant.
2. The necessary costs of normal maintenance and repairs will be borne by the lessor. If there is a defect, the tenant must contact the lessor immediately

G. Damage

1. In the event of theft, seizure or significant damage to the accommodation, inventory and accessories, the tenant will consult with the lessor. Tenant adheres to the instructions from the lessor.

2. The tenant is liable for damage caused during the rental period, unless this cannot be attributed to him. The damage cannot be recovered from the tenant if it is covered by an insurance policy taken out in advance for this stay. Any excess charged by the lessor's insurer will be charged at the expense of the tenant.

H. Applicable Law

Dutch law applies to this agreement. Only the Dutch court is authorized to take cognizance of disputes.

Tips:

- Check the accommodation immediately for damage and the presence of inventory/accessories and report any missing items or damage.
- It is wise to check whether the lessor's insurance policy covers damage during the rental.
- If the rental price does not include energy and water, record the meter readings together with the lessor at the start and end of the rental period.