



INTERMEDIARY SERVICES AGREEMENT - LESSEE

Rotterdam Rent B.V., registered at Vasteland 78 3011BN , Rotterdam, duly represented by Mr. M. Yasar and registered in the commercial register for the Chamber of Commerce under number KVK Nr: 64747670 Tax Number: BTW NR: NL855815292B01 hereinafter referred to as: the "Estate Agent";

and

[name and details of Client]

.....
.....

hereinafter referred to as: the "Client",

whereas:

- The Client is looking for accommodation to rent;
- The Estate Agent intermediates in the conclusion of leases between lessees and lessors of accommodation, exclusively intermediating on the instructions of lessees and not for lessors and therefore exclusively representing the interests of lessees and not those of lessors;
- The Client wishes to give instructions to the Estate Agent for the payment of commission, to work as an intermediary in concluding a lease for accommodation between the Client as the lessee on the one hand and the lessor of the accommodation in question on the other hand;

Have agreed as follows:

Article 1 – Instructions for intermediary services

The Client instructs the Estate Agent to act as an intermediary for payment in concluding a lease with a third party for accommodation suitable for the Client.

Article 2 – Details of the instructions, work and working method of the Estate Agent

- 1) The Estate Agent's work can, according to the wishes of the Client and what parties further agree on in the performance of this agreement, consist of the following matters:
 - * identifying the residential wishes/search profile of the Client;
 - * looking for and selecting suitable accommodation for the Client based on the Client's residential wishes/search profile;
 - * carrying out viewings for the Client and providing information on one or more homes to be leased, including the organisation thereof
 - * giving general information about the possibilities of finding a home, the local housing market, accommodation permits, housing allowance, rent protection, rent prices,



- * registration in the municipal personal records database;
 - * assessment of viewings with the Client;
 - * compiling a file on the Client and on that basis presenting the Client as a prospective lessee to potential lessors and working towards them allocating the home in question to the Client;
 - * carrying out negotiations with potential lessors on the content of the lease on behalf of the Client;
 - * concluding a written lease and arranging for signing of the lease by both parties;
 - * providing information on and explanation to the lease;
 - * ensuring that the first payment to the lessor is made on time;
 - * organising handover of the home to the Client;
 - * drawing up a proper inspection report (with photos) (including the meter readings, control keys, control inventory, inventories of defects).
 - * where necessary addressing the lessor on the observance of his obligations on the commencement of the lease;
 - * providing support for: maintenance contracts, removals, transport/purchase of fittings, looking for workers for painting work, wallpapering, floor covering, etc.
 - * assisting in acquiring telephone and Internet and connection to utilities;
- 2) In the performance of the work as referred to in article 2 paragraph 1 the Estate Agent will only represent the Client's interests and not those of the potential lessor.
- 3) The Client is aware that the Estate Agent has been given consent by various potential lessors of accommodation to present accommodation by various means, including the Estate Agent's website and/or websites of third parties, such as Pararius, and that the Estate Agent does not charge these potential lessors for such. The Client agrees to this also in the event that it concerns the lessor with whom the Client enters into a lease for the presented accommodation in question due to the intermediary services of the Estate Agent.
- 4) It is not the intention of the Estate Agent and the Client that the Estate Agent is authorised by the Client to carry out legal acts in his name or that pursuant to a mandate the Estate Agent will carry out legal acts for account of the Client.
- 5) The Client will provide the Estate Agent on his own initiative with all information, data and documents necessary for the performance of the assignment and the Client will guarantee the accuracy thereof. This information and documents will include but is not limited to: valid proof of identification, valid proof of residence in the Netherlands, recent salary slips, recent bank statements (showing salary payments), employer's statement and suchlike.
- 6) Once the Client has chosen certain accommodation the parties will record this in writing in a declaration of intent to be signed by the Client. This will also record: specifications of the accommodation in question, the work already carried out by the Estate Agent, the work still to be carried out by the Estate Agent and the information, details and documents to be submitted by the Client. On signing the declaration of intent, the Client will pay the Estate Agent the rent for the first period, the deposit and the commission by way of a down payment. After signing the declaration of intent the Estate Agent will present the Client to the lessor for the accommodation in question and if the lessor is prepared to accept the Client as lessee start the negotiations with the lessor on behalf of the lessee on the content of the lease.



Article 3 – Payment for the Estate Agent's services (commission); no cure no pay

- 1) If a lease is concluded for accommodation between the Client and lessor due to the services of the Estate Agent the Client owes the Estate Agent a fee, hereinafter referred to as "commission".
- 2) This commission will be equivalent to one month's gross rent (including service costs, gas, water, light, tv and internet), plus 21% VAT and is owed by the Client by way of a down payment on acceptance of the home by the Client (on signing the declaration of intent). The payment is definitive once a lease is concluded. The Estate Agent will refund the amount of the payment to the Client if no lease is concluded for the accommodation in question after the down payment.
- 3) The commission is deemed to be a reasonable fee for the work carried out by the Estate Agent for the Client in performance of this agreement. Parties take into consideration that regardless of the work carried out by the Estate Agent in performance of this agreement the Client owes no commission as long as no lease is concluded and the owed commission is a standard rate in the market that is not linked to the amount of work carried out by the Estate Agent but to a result (no cure no pay).
- 4) The Client agrees to pay the rent for the first month, the deposit and the commission to the Estate Agent and not to occupy the accommodation until he has made these payments.

Article 4 – General Conditions for Intermediary Services Lessee

The General Conditions for Intermediary Services Lessee of the Estate Agent (version October 2013) published on the Estate Agent's website apply to this agreement. The Client declares to have taken note of these and to have received a copy from the Estate Agent on signing this agreement.

As agreed and drawn up and signed in duplicate on.....[*date*]
at [*place*].

Estate Agent

Client