

**Special short-term tenancy agreement (target-group contract).**

**Contractnr:**

**The undersigned:**

Woonbedrijf SWS.Hhvl, hereby doing business as **Vestide**, registered with the Chamber of Commerce under number 17058500, with its principal place of business in NL-5611 HD Eindhoven at the Willemstraat 28, hereinafter referred to as "Vestide" as well as "landlord";

And

residing in Eindhoven, hereinafter referred to as: tenant

**Whereas:**

- A. Vestide has entered into a "housing cooperation agreement" with the Eindhoven University of Technology (TU) for the purpose of providing housing for international students and special target groups (hereinafter referred to as: categories). In this cooperation agreement, Vestide guarantees that it will designate 525 homes and 93 so-called Spaceboxes® from its regular housing stock solely for the housing of the aforementioned categories. With the note that the Spaceboxes® (which are stacked container houses) offer temporary housing that can be rented out until the 31<sup>st</sup> of December 2013 at the latest pursuant to a special permit of the municipality of Eindhoven.
- B. Both categories require distinct types of tenancy agreements that deviate from the general campus contract used by Vestide for the regular students. These particularisations concern on the one hand the short-stay contract for a short term of 1 year at the most (for international students) and on the other hand the 'target-group contract' for those who have a special alliance with the university of a few months to multiple years to a maximum of five years. This is the only way to adequately provide housing for the aforementioned categories.
- C. The present tenancy agreement provides for the **housing of the "special target group"**. This target group consists of persons who have a special alliance with the University of Technology. This alliance can consist of a research or educational mandate such as for doctoral candidates and PhDs, possibly combined with a contract of employment such as for trainee research assistants (AIOs) and trainee design engineers (TOIOs) or lecturers who have a fixed-term teaching and research mandate at the invitation of the university.

- D. The contracts entered into by the university with these persons cover in general a period of a few months to a maximum of five years. In the working agreements linked to the aforementioned cooperation agreement, TU and Vestide have further agreed that the contract with the concerned 'target-group persons' covers at least a few months to a year, which can subsequently be renewed as long as this alliance continues to exist, with a maximum term of five years.
- E. If that alliance is terminated (regardless of the cause), the 'target-group person' is obligated to leave the home and to make it available to Vestide within a specific term (set forth hereafter in Article 9). In that case, further renewal is not permitted so that the concerned home can be rented out again by Vestide to a next 'target-group person'. Vestide can only fulfil its obligation towards the university (ensuing from the cooperation agreement) as to making the agreed number of homes available via a strict application of this term.
- F. The 'housing care' for this target group can only be realised if a home can be made available for these 'target-group persons' at the beginning of their contractual alliance with the university, so that there is no waiting period for them (contrary to the regular students). For that purpose, Vestide has reserved a number of homes of the agreed contingent of 525 homes specifically for this target group, pursuant to the aforementioned cooperation agreement. These all concern homes with corresponding levels of quality (plus or deluxe). Therefore, moves by the 'target-group tenants' within the contingent made available is not possible during the rental period.
- G. In view of the special nature of this tenancy agreement, which is focused solely on a target group connected to the Eindhoven University of Technology (*possibly: other educational institution*), this tenancy agreement has been 'limited in time', notably as long as this alliance exists. In view of the nature of the agreements made between Vestide and the university (*possibly other educational institution*) as well as between Vestide and the tenant and in view of the special designated use, the present tenancy agreement must be considered to be of a 'short-term nature' (as referred to in Section 7:232, subsection 1, of the Dutch Civil Code) and in any case of such nature that a possible invocation by the tenant of a continuation of occupancy after the termination of his or her alliance with the university (*possibly other educational institution*) would very much conflict with the agreed intentions and thus be very much contrary to reasonableness and fairness.
- H. This tenancy agreement must, as such, be considered to be similar to the tenancy agreement concerning student housing as referred to in Section 7:274, subsection 4, of the Dutch Civil Code, the provisions of which have been included in the law in order to limit the tenancy agreement of a student home to the length of the studies, thus enabling a tenant turnover in this specific form of housing. The same turnover must also be maintained in the case of the housing for this particular (mentioned above in C) target group.
- I. In view of the designated use of the concerned housing and the special nature of this tenancy agreement, Vestide is not obligated at the termination of this tenancy agreement

to provide the concerned tenant with suitable housing elsewhere or to demonstrate that the concerned tenant can obtain suitable housing elsewhere, whereby harmonisation is sought with the provisions of Section 7:274, subsection 4, of the Dutch Civil Code concerning the termination of student housing. *Nor is the landlord obligated to provide the tenant with any indemnification of any nature at the termination of this tenancy agreement.*

## **THEREUPON DECLARE TO HAVE AGREED AS FOLLOWS:**

### **The rented housing**

#### *Article 1*

The landlord rents out to the tenant, with effect from , the housing located at , **at Eindhoven** for the term as set out hereafter in Article 3.1.

The tenant accepts the rent of this housing. The rent concerns the housing including appurtenances and the joint use of green strips and gardens possibly surrounding the complex, which must be considered appurtenances, and the joint use of possible communal areas and group areas, hereinafter referred to as: “the rented housing”.

A description of the rented housing and/or drawings and/or photo's has/have been added as a schedule. This (these) schedule(s) forms (form) an integral part of this agreement.

### **The designated use of the rented housing**

#### *Article 2*

The rented housing is exclusively designated to serve as furnished independent housing for the intended special target group, Article c, solely for the tenant.

In the event of a Spacebox®, the maximum rent period shall never exceed the period referred to in clause A. The tenant has been informed of this prior to the signing.

## **The rental period**

### *Article 3*

#### 3.1

The tenancy agreement is linked to a specific period, notably for the duration that the tenant has an alliance with the Eindhoven University of Technology pursuant to the agreement entered into in that regard by the tenant with the university. This agreement has been initialled on each page by the tenant and the landlord and has been attached as schedule 1 to this tenancy agreement, and it is inextricably bound to the latter.

The tenancy agreement is entered into for a period of one year with an option to renew each time with one year until, at the latest, the date of termination of the employment/educational contract between the tenant and the university. In the event of a Spacebox<sup>®</sup>, the rent period shall never exceed the period referred to in clause A.

#### 3.2

Regarding the object of this tenancy agreement and its maximum term, we further refer to what has been stated in this regard in the preamble and of which the content is hereby repeated and deemed to be included.

#### 3.3

If, due to circumstances not attributable to the tenant, the rented housing is made available later to the tenant, then this later availability date will be considered to be the agreed date and there will be no question of any breach on the part of the tenant.

The rent payable by the tenant

### *Article 4*

#### 4.1.

Commencing on the effective date of the tenancy, the tenant must pay a monthly rent of           €

This rent consists of the basic rent and the advance on the service charges. The service charges are a payment for goods and services delivered. These goods and services will be further specified in this agreement.

4.2.

The basic rent payable by the tenant amounts to: €

The basic rent will be changed annually as at the 1<sup>st</sup> of July in the manner permitted by the law.

4.3.

The monthly advance for the service charges amounts to: €

This amount is composed as follows:

*"Housing service charges", payment of goods and services delivered related to the occupation of the rented housing and*

*Total* €

*"Funds", payment of goods and services delivered related to the occupation of the rented housing.*

*Total* €

*"Miscellaneous services", payment of goods and services delivered unrelated to the occupation of the rented housing*

Not applicable.

#### 4.4

The tenant pays the full rent payable for the rented housing, in advance, before the first of the month. The tenant provides the landlord with a direct debit mandate on the tenant's account for the amount payable. The tenant must ensure, and warrants, that there are sufficient funds in the tenant's account at that moment.

In any case, payment can also be effected by payment to the account of the landlord.

### **The deposit**

#### *Article 5*

The tenant must pay a deposit in the amount of € 0,00"

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The deposit must be paid on the day the agreement is signed.

## **The election of domicile by tenant**

### *Article 6*

The tenant declares to have elected domicile in the rented housing for the duration of the tenancy agreement.

The tenant declares that he or she will be recorded in the population register of the municipality in which the rented housing is located.

At the termination of the tenancy agreement, the tenant will notify the landlord in writing of his or her new address.

## **Power of attorney at death**

### *Article 7*

#### **7.1.**

By signing this tenancy agreement, the tenant gives the landlord an irrevocable power of attorney to vacate (and to enter) the rented housing if the tenant dies and the rented housing has not been vacated by the end of the second full calendar month following the month in which the death occurred. The landlord is entitled to bring all movable property located in the rented housing due to the tenant under the landlord's control and to dispose of it at the landlord's discretion.

The tenant hereby explicitly states that this power of attorney will not lapse at the death of the tenant.

#### **7.2.**

In view of the special nature of this tenancy agreement, rent protection of a possible co-tenant (as set forth in Section 7:268, subsection 1, of the Dutch Civil Code) is in this case not applicable, unless the co-tenant also has a contractual alliance with the university in which case the tenancy agreement can be continued by the co-tenant.

## **The general terms and conditions of tenancy**

### *Article 8*

#### **8.1.**

The landlord's General Terms and Conditions of Housing Tenancy dated the 1<sup>st</sup> of November 2004 apply to this agreement.

## 8.2.

**In derogation of or in addition to these General Terms and Conditions, the following has been agreed:**

### 8.2.1

The tenant hereby declares to have read the provisions of the preamble and to have discussed them with the landlord at the initial interview. The tenant realises that this tenancy agreement must be considered to be a special target-group contract with a limited duration of up to the period that the tenant has an alliance with the Eindhoven University of Technology. The tenant hereby declares that he or she is aware of the fact that, as a consequence of this tenancy agreement (notably, 'of a short-term nature'), the rent protection provisions of Section 7:4 of the Dutch Civil Code (which a tenant could normally invoke) are not applicable. This also entails that the protective provisions concerning possible co-tenants, subtenants, and in the event of death and exchange of houses (Sections 7:266 up to and including 7:270 of the Dutch Civil Code), are not applicable either. The only exception in this regard is when a possible partner of the tenant also has a contractual relationship with the Eindhoven University of Technology, in which case this partner can ask Vestide to temporarily continue the tenancy agreement, in the situations set forth in the abovementioned Sections.

### 8.2.2

The tenant undertakes towards the landlord to lend his or her cooperation to the periodical status survey to be performed by the landlord concerning the question of whether the tenant can still be regarded as a 'contracting party'. At the latest 14 days after the landlord has requested this within the scope of the aforementioned status survey, the tenant is obligated to inform the landlord in writing of whether this alliance still exists, on submission of proof. If the tenant does not provide the landlord with the requested information within the aforementioned term of 14 days, then the tenant is obligated to indemnify the landlord for the internal and external costs, including the costs of legal assistance, that arise as a result of the failure of the tenant to respond or to respond timely to the aforementioned status survey of the landlord. These costs must be paid by the tenant one week at the latest after these have been charged by the landlord.

### **8.2.3 Use in conflict with the designated use of the rented housing.**

#### 8.2.3.1.

Any use by the tenant in conflict with the designated use of the rented housing is hereby qualified as a breach on the part of the tenant that gives the landlord the authority to terminate the tenancy agreement with immediate effect or to claim dissolution of the tenancy agreement at law or to demand eviction in interlocutory proceedings. The tenant realises that the situation in which he or she no longer has a contractual obligation with the Eindhoven University of Technology (*possibly other educational institution*) will be considered to be a situation in conflict with the designated use of the rented property.

#### 8.2.3.2.



The tenant undertakes towards the landlord to inform the landlord in writing, immediately and at the latest within one month after the contract and the special alliance, respectively, with the university (*possibly other educational institution*) have been terminated, of such termination.

#### **8.2.4 Continuation special status**

The tenant hereby explicitly authorises the landlord to request the necessary information from the university (*other educational institution, respectively*) with which the tenant has a contractual alliance, information necessary for the landlord to determine whether that special alliance still exists.

#### **8.2.5**

If the aforementioned alliance between tenant and the university is terminated, the tenant undertakes to cooperate in making the housing available as soon as possible, so that it can be used again as housing for another person from the target group.

#### **Miscellaneous.**

#### **8.2.6**

In lieu of Article 6.2.7: Without prior written permission from the landlord, the tenant is not permitted to keep animals in or on the rented housing that could cause a nuisance or inconvenience for the neighbours or the living environment.

#### **8.2.7**

In addition to Article 6.4.1., prior to the commencement of the tenancy agreement, the tenant is informed by the landlord of the fact that (firebreaks) corridors and escape routes, including walls and ceilings, must be and remain free of all obstacles and all goods and that, failing this, the landlord can impose a fine on the tenant and/or can and will recover from the tenant any damage or loss caused as a result, including any fine, penalty, etc. imposed by the government.

#### **8.2.8.**

The parties are familiar with the content of the General Terms and Conditions of Tenancy. These terms and conditions form an integral part of this agreement. The tenant declares that he or she has received a copy of the General Terms and Conditions of Tenancy at the signing of this agreement.

### **Article 9 Special stipulation at termination of the alliance with the university**

If the contract between the tenant and the university is terminated for any reason, then this tenancy agreement will also be terminated and the tenant will be obligated to vacate the rented housing with removal of his or her personal property and to make it available to the landlord. Depending on the term completed of the tenancy agreement, the tenant can be granted an additional term to leave and vacate the rented housing. In doing so, the following terms must be complied with:

- At termination within two years after the date of the tenancy agreement: : a term of one month;

- At termination in the third and fourth year after the date of the tenancy agreement: a term of two months;
- At termination in the fifth year after the date of the tenancy agreement: a term of three months;

In the event that the aforementioned situation of termination presents itself, the tenant and the landlord will further determine the final term of vacation.

## **The schedules to this contract**

### *Article 10*

The tenant states to have received the following:

- The General Terms and Conditions of Housing Tenancy dated the 1<sup>st</sup> of November 2004
- Minor Repairs (Tenant's Liability) Decree

The schedules referred to in this Article form a part of the tenancy agreement, which the tenant confirms to have received by signing this agreement.

Number of keys:

**Drawn up and signed in duplicate in Eindhoven on .**

Tenant(s)

Landlord

H.M.A.A. Evers  
districtsmanager  
district Vestide