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RENTAL AGENCY AGREEMENT

KONING TE RIJK BVFEREINPARK 'T Landgoed Baars & Residence de EeseVersion January 2024

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**The signatories:**

1. Mr./Ms. \_\_\_\_\_  
Living in \_\_\_\_\_  
Tel + email: \_\_\_\_\_  
hereinafter referred to as "Owner".

and

2. The limited liability company KoningteRijk BV with its registered office at 8346 KB Bultweg 25 De Bult (Steenwijkerland), hereinafter referred to as "KoningteRijk".

Considering this:

The owner is the owner of the rest home, which is located at the following address

- 8336 MC Baars, Bergweg 76 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter: "Accommodation" in the holiday park 't Landgoed Baars;
- 8346 KB De Bult, Bultweg 25 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter referred to as "accommodation" at the Residence de Eese holiday park;
- **With/without** outbuildings for the benefit of the tenants, included in the rental price of the accommodation, depending on their choice.
- A copy of the energy label is **issued / not issued** to KoningteRijk - Label is: \_\_\_\_\_. From January 1, 2024, accommodation without a label may no longer be rented out.
- The accommodation is a non-smoking house and pets are allowed **with/without** (max. 2).

The aforementioned accommodation is for: "leisure rental and long-term rental" or "long-term rental only" ( **delete as appropriate** );

That the names and terms contained in this Agreement mean the following:

- **KoningteRijk** : The signatory to 2: KoningteRijk BV and/or Parc De Eese BV, or (one of) their legal successors;
- **Owner** : The natural or legal person, as referred to by signatory 1., who is the owner of one or more accommodations;
- **Accommodation** : The leisure accommodation for rent with the above characteristics, which is the property of the owner;
- **Rental income** : gross rental turnover including sales tax, less commission and other costs;
- **Tenant** : The person with whom KoningteRijk has concluded a rental agreement for a specific period and at a specific price at the expense and risk of the owner.  
Tenant: The person with whom KoningteRijk has concluded a rental agreement for a specific period and at a specific price at the expense and risk of the Owner;
- **Own use** : The use of the holiday accommodation by the landlord or his family members;
- **Tour operator** : owner or (travel) organization that mediates between potential tenants and owners of one or more leisure accommodations;

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- **Commission** : Fee for the services provided by KoningteRijk in accordance with the provisions of this Agreement;
- **Registration system** : KoningteRijk's management system in which all bookings (both those of the owner and those of KoningteRijk) are registered;
- **Parties** : The owner and KoningteRijk, who sign this contract.

**Agree to the contents set out in this document and its appendices:**

**Article 1 - Exclusivity KoningteRijk**

- 1.1 By concluding this Agreement, the Owner agrees to the exclusive right of KoningteRijk to broker rental agreements, subject to the provisions of Article 2.1. KoningteRijk hereby acquires the exclusive right to offer and rent out the accommodation in its own name, but at the expense and risk of the tenant.
- 1.2 Direct rental by the landlord to third parties without the involvement of KoningteRijk is not permitted.
- 1.3 The landlord guarantees to KoningteRijk that the rental property will not be used or rented by third parties other than within the scope of this contract.

**Article 2 - Rental of accommodation**

- 2.1 The Owner is free to act as a tour operator and to arrange tenants for any accommodation on 't Landgoed Baars or at the Residence de Eese in accordance with the provisions of Article 6, with all bookings being recorded immediately in the registration system.
- 2.2 Your own use will also be registered in the registration system in accordance with the provisions of Article 2.1.
- 2.3 The Owner is liable to KoningteRijk for any damage that may arise to KoningteRijk as a result of non-compliance with this contract. This also applies to consequential damages resulting from non-fulfillment of a rental agreement if this non-fulfillment is attributable to the landlord.
- 2.4 In the event of a direct rental without entry in the registration system, the landlord is obliged to pay an immediately payable contractual penalty of € 1,000.00 (one thousand euros) per violation. The right to compensation for lost income and/or damage in accordance with the provisions of Sections 6 and 2.3 remains unaffected.

### **Article 3 - Abandonment of KoningteRijk**

- 3.1 KoningteRijk undertakes to make the necessary efforts to ensure that the accommodation generates the highest possible rental income, without, however, assuming any warranty obligation towards the landlord in this regard. The landlord supports KoningteRijk in this regard within the scope of his possibilities.
- 3.2 In order to achieve the objective stated in Article 3.1, KoningteRijk's activity consists, among other things
- the implementation of solid advertising measures;
  - the provision of a well-functioning, modern booking platform;
  - Conclusion of additional booking agreements with tour operators and payment of commissions to them (to determine rental income);
  - Handling the booking, management and actual rental of the accommodation to third parties;
  - the collection of rental income and additional costs;
  - Settlement of rental payments with the landlord;
  - follow-up care, such as processing complaints;
  - keeping proper records.
- 3.3 KoningteRijk is entitled to commission one or more external parties to properly carry out the work referred to in Article 3.2. KoningteRijk is responsible to the landlord for execution.
- 3.4 If a tenant causes damage to the accommodation, KoningteRijk will make every effort to compensate the tenant for the damage. If this is not possible or not completely possible, the remaining damage will be borne by the landlord. KoningteRijk will invoice for the efforts made.
- 3.5 KoningteRijk's advertising activities within the meaning of Article 3.2 first indent include, among others:
- the inclusion of the accommodation in the main KoningteRijk brochure and on the website(s) in the Netherlands;
  - the inclusion of the accommodation in other brochures and websites that may be published by KoningteRijk in the future;
  - Incorporation into your own direct marketing and telemarketing activities;
  - the possible involvement of third parties to achieve greater reach;
  - Execute social media strategy.
- 3.6 The type and scope of advertising activities are determined annually by KoningteRijk. The activities to choose may therefore change.
- 3.7 In consultation with the landlord, KoningteRijk can use the accommodation for advertising purposes. This is not possible without the landlord's consent.
- 3.8 KoningteRijk ensures a contemporary and high-quality holiday park with the necessary facilities (reception, playground, green areas, roads/paths, lighting, etc.).
- 3.9 KoningteRijk ensures cleaning of the accommodation both before and after the tenant's stay.

### **Article 4 - Rental price**

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- 4.1 The tenant agrees that the rental price for the accommodation is set by KoningteRijk.
- 4.2 KoningteRijk can apply promotional prices, discount systems and special regulations with different rental conditions in consultation with the tenant.
- 4.3 KoningteRijk can adjust prices abroad taking into account the local market situation and market activity. If it is a reduction compared to the Dutch prices, the landlord must give his consent.
- 4.4. KoningteRijk will pay the landlord additional income such as "pets, special arrival times" - however, the additional costs for ( above all cleaning, special arrival times, front door locks, etc.) will be calculated based on KoningteRijk's own costs.

#### **Article 5 - Financial settlement**

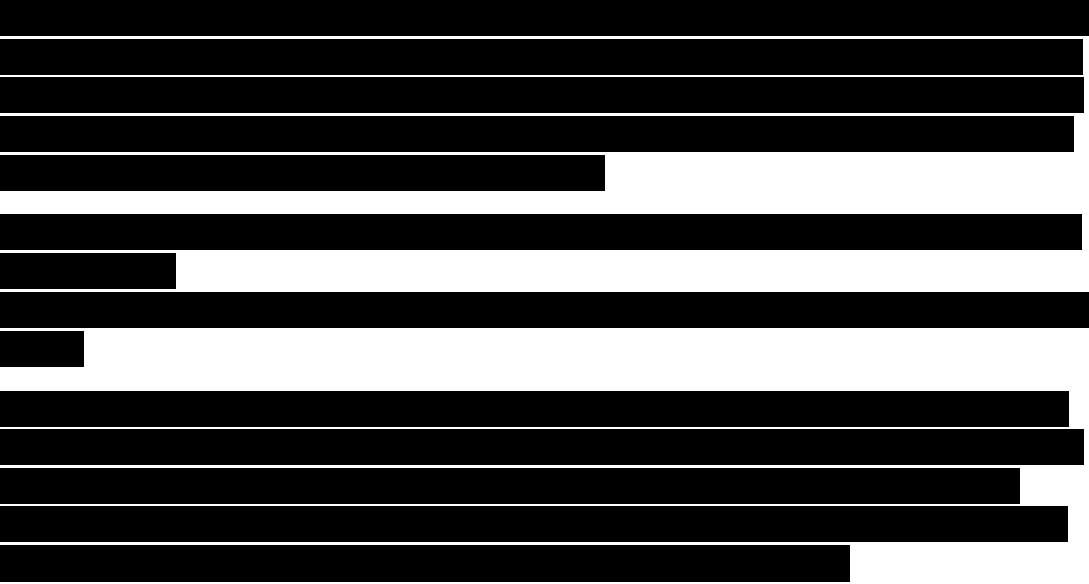
- 5.1 Every quarter, KoningteRijk transfers to the owner the rental income received in that quarter, less the agreed deductions. This transfer will be made no later than four weeks after the end of the quarter in question.
- 5.2 Payments to be made by the Owner to KoningteRijk will be made on the same quarterly basis.
- 5.3 KoningteRijk must provide the owner with a quarterly statement no later than four weeks after the end of the quarter, which shows when the accommodation was rented and with what rental income.
- 5.4 If the rental property is canceled and the tenant owes a cancellation fee, fifty percent (50%) of this amount will be transferred to the landlord with retention of the commission due.
- 5.5 All costs, fees, statutory taxes (including the user share of property tax), insurance and the like for the accommodation are borne by the landlord. If these costs are invoiced to KoningteRijk, KoningteRijk is entitled to offset them against the rental income to be transferred.
- 5.6 KoningteRijk invoices the costs for cleaning, bed linen, towel packages and tourist tax directly to the tenant. If the landlord himself lived in the accommodation before the tenant's arrival, the landlord also owes KoningteRijk the costs of bed linen and cleaning.
- 5.7 KoningteRijk ensures, on behalf of the landlord, the correct transfer of the tourist tax owed by the tenant.

#### **Article 6 - Commission**

- 6.1 KoningteRijk receives a commission for carrying out the activities referred to in Article 3 of this contract. This commission amounts to fifteen point five percent (15.5%) of the net rental turnover, increased by the statutory sales tax owed.
- 6.2 If the landlord acts as a tour operator himself, a (reduced) commission of five and a half percent (5.5%) of the net rental turnover applies to these bookings arranged directly by the landlord, plus the statutory sales tax owed. The prerequisite for this is that the landlord makes at least five paid bookings per accommodation with a net rental turnover of at least €200 per booking per calendar year. If there are fewer bookings per accommodation, there is

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no entitlement to a reduced commission. This discount (10%) is billed at the end of a calendar year in the month of January following the calendar year in question.

- 6.3 The net rental turnover is the sum of the rental turnover actually achieved by the accommodation provider less any costs incurred by external tour operators, booking offices and rental agents. If such costs have been incurred, they will be shown in the quarterly statement in accordance with Article 5.3.
- 6.4 KoningteRijk may invoice the tenants directly for the benefit of KoningteRijk for administrative costs and the processing of preferential bookings. These amounts are set annually by KoningteRijk.
- 6.5 KoningteRijk can take out cancellation and/or travel insurance with the tenant.
- 6.6 A rental agreement with a term of at least three months is a long-term rental agreement. For long-term rentals, a commission of five percent (5.5%) of the monthly basic rent, plus the statutory sales tax due, is charged. Consumption and other parking fees are billed to the tenant directly by the KoningteRijk landlord for long-term rentals.
- 6.7 **In the case of different rental agreements** (Articles 6.7 to 6.10), such as a rental to one or more government authorities to the satisfaction of the receiving refugees, the landlord hereby asks KoningteRijk to **include or exclude the accommodation from such a rental program**.
- 6.8 
- 6.9 In principle, KoningteRijk operates on a first come, first served basis.
- If the above email (6.8) is not received or the landlord responds late and there are more accommodations available than needed, this is outside KoningteRijk's responsibility.
- 6.10 Existing rental agreements including conditions remain in force, KoningteRijk will allocate the rental properties at its own discretion, with KoningteRijk having the final decision in the event of disagreements.

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### **Article 7 - Sale of accommodation**

- 7.1 If the accommodation is sold, the landlord must ensure that this contract is fulfilled. This also expressly applies to obligations that KoningteRijk has entered into on behalf of the owner (e.g. rental agreements).
- 7.2 The owner must inform KoningteRijk in a timely manner of the intention to sell, the time of transfer of ownership and the necessary information (name, address, place of residence, telephone number) of the successor. The Owner must ensure that the Successor Owner is aware of the provisions of Article 1 of this Agreement and the obligations set out in Article 7.1 above.

### **Article 8 - Quality requirements**

- 8.1 The Owner ensures that the accommodation with inventory and the associated premises meet the necessary requirements for rental to the maximum number of guests in accordance with the guidelines established by KoningteRijk. See Appendix A to this Agreement and the Park Regulations.
- 8.2 Urgent repair and restoration work may, in exceptional situations, be carried out without the prior consent of the owner at the owner's expense, subject to subsequent invoicing by KoningteRijk.
- 8.3 If the owner does not comply with the quality requirements set out in this article even after a written request from KoningteRijk, KoningteRijk is entitled to carry out the necessary work independently and to remove the apartment from the rental agreement or to have it carried out at the owner's expense.
- 8.4 KoningteRijk will offset the costs of purchase, repair or maintenance specified in this contract against the rental income payable to the landlord. If this is the case, this will be evidenced by the quarterly statement referred to in Article 5.3.

### **Article 9 - Indemnification**

The owner releases KoningteRijk from all known or unknown claims that may be asserted by third parties

Claims for compensation for damages caused in any way by the acts or omissions of the are or were caused by the landlord or his agent who is not KoningteRijk.

### **Article 10 - Duration of the rental agency agreement (no longer automatic extension)**

- 10.1 This contract is concluded for an indefinite period.
- 10.2 The landlord can terminate this contract at any time upon sale of the accommodation with six months' notice. The landlord must comply with the provisions of Article 7.
- 10.3 The parties are entitled to terminate the contract at any time. The termination must be made in writing by registered mail and with a six-month notice period to the other party. In doing so, the parties will comply with the obligations they have already entered into towards third

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7. The garden fence is not higher than 1.80 m
8. The outside of the holiday accommodation is clean and free of moss and algae
9. The paint is well maintained (no bubbling or stains)
10. Following a key or code lock plan that meets the requirements of the Royal Kingdom.

**In:**

1. All rooms are well and professionally painted (no dirty spots).
2. All window frames and doors are well and professionally painted (no bare or damaged areas).
3. All appliances and lights work and look good.
4. Floors are stain free and well maintained.
5. The holiday accommodation is equipped with all the inventory as described in the holiday magazine.
6. The furniture is clean, undamaged (ie no bald spots), solid, safe and contemporary.
7. The hardware is solid and well maintained.
8. The boiler or other heating system is of good quality and does not pose any danger to the user.
9. All seams of the kit in the leisure accommodation are clean.
10. The cabling in the accommodation is sound, safe and adequate.
11. The lower beds are equipped with soft, removable faux leather on the sides and a well-ventilated, removable cover on the sprung lower bed, with no edges for dust and dirt to accumulate, so completely sealed and undamaged.
12. The comfortable mattresses in the base 220-240 mm thick (bunk beds 100mm), are covered with a fire-retardant, antibacterial, non-liquid-permeable and non-tearing cover (currently Citricel ) and of impeccable quality with no signs of wear or tear, (tourist rentals, long-term rentals are from exempt from this obligation).
13. Duvets and pillows are clean and of good quality.
14. The cabinets are intact and attached to the walls.
15. The radiators are free of rust.
16. The entire holiday home has a fresh look and is well equipped so that the guest can feel comfortable in it. Koning te Rijk can carry out small renovations or modernizations of household appliances at the owner's expense; in the event of a replacement, the old appliances are available to the owner.
17. If an owner installs additional accessories (beyond what is necessary) in the holiday accommodation that requires additional time to clean, these additional costs will be charged to the owner.

**GARDEN CARE CONTRACT**

**KONING TE RIJK BVFEREINPARK 'T Landgoed Baars & Residence de EeseVersion January 2024**

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**The signatories:**

1. Mr./Ms. \_\_\_\_\_  
living in \_\_\_\_\_  
tel / email: \_\_\_\_\_

hereinafter referred to as "Owner "  
and

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2. The limited liability company Koning te Rijk BV, with its registered office at 8346 KB Bultweg 25 Steenwijkerland, hereinafter referred to as "KoningteRijk".

Considering this:

The owner is the owner of the rest home, which is located at the following address

- 8336 MC Baars, Bergweg 76 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter referred to as "accommodation", in the holiday park 't Landgoed Baars;
- 8346 KB De Bult, Bultweg 25 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter referred to as: "Accommodation" at the Residence de Eese holiday park;

Agree as follows:

We **do not have/use** a garden maintenance contract. Please tick which subscription you prefer. If you would like to cancel the subscription, you can do so before the end of the year.

The lessor is entitled to change the price list.

A. Mow the lawn	€20.65	€24.99	<i>per month on annual basis</i>
B. Lawn mowing & hedge cutting including removal (hedge cutting max. 2x per year)	€41.31	€49.99	<i>per month on annual basis</i>
C. Complete care of the garden etc .: Lawn mowing/hedge cutting + Weed removal (hedges cut max. twice per year) (excluding new/restoration plantings)	€70.24	€84.99	<i>per month on annual basis</i>

**Date/Owner:**

\_\_\_\_\_

**AGREEMENT FOR THE INSPECTION OF THE CENTRAL HEATING  
KONING TE RIJK BV  
FEREINPARK 'T Landgoed Baars & Residence de EeseVersion January 2024**

**The signatories:**

1. Mr./Ms. \_\_\_\_\_

living in \_\_\_\_\_

tel / email: \_\_\_\_\_

hereinafter referred to as "Owner "

and

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2. The limited liability company Koning te Rijk BV, with its registered office at 8346 KB Bultweg 25 Steenwijkerland, hereinafter referred to as "KoningteRijk".

In view of this:

The owner is the owner of the rest home located at the following address

- 8336 MC Baars, Bergweg 76 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter referred to as "accommodation", in the holiday park 't Landgoed Baars;
- 8346 KB De Bult, Bultweg 25 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter referred to as: "Accommodation" at the Residence de Eese holiday park;

Agree as follows:

**Yes/No** Annual boiler maintenance organized centrally via KoningteRijk.

You will receive the invoice directly from the external installation company.

If you would like to cancel the subscription, you can do so before the end of the year.

If you organize the maintenance yourself, we will receive the inspection report before the end of May.

If we haven't received a report

If we have not received anything by the end of May, we will have to remove your apartment from the rent.

**Date/Owner:**

\_\_\_\_\_

**AGREEMENT FOR INSPECTION OF FIRE EXTINGUISHERS  
KONING TE RIJK BV**

**FEREINPARK 'T Landgoed Baars & Residence de EeseVersion January 2024**

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**The undersigned:**

1. Mr. Mrs \_\_\_\_\_

living in \_\_\_\_\_

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tel / email: \_\_\_\_\_

hereinafter referred to as "Owner".

and

2. The limited liability company Koning te Rijk BV, with registered office at 8346 KB Bultweg 25 Steenwijkerland, hereinafter referred to as "KoningteRijk".

Considering this:

The owner is the owner of the rest home, which is located at the following address

- 8336 MC Baars, Bergweg 76 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter referred to as "accommodation" at holiday park 't Landgoed Baars;
- 8346 KB De Bult, Bultweg 25 R: \_\_\_\_\_, type \_\_\_\_\_, hereinafter referred to as: "Accommodation" at the Residence de Eese holiday park;

Agree as follows:

**Yes/No** Annual fire extinguisher inspection , the inspection is organized centrally by KoningteRijk. If you would like to cancel the subscription, you can do so before the end of the year.

You are required to have your rental property inspected every year.

If you do not arrange this centrally, we ask that you send us a photo of the sticker with the inspection date by the end of May.

Date of inspection. If you cannot state that the fire extinguisher has been checked by the end of May, the accommodation will be removed from the rental.

**Date/Owner:**

\_\_\_\_\_