

LEASE AGREEMENT RELATING TO MOVABLE PROPERTY

Parties:

1. Rental.fitness, established at Havenstraat 305, 1271 GD Huizen,
KvK number 72983310, lawfully represented by A. Raijer, hereinafter to be called
hereinafter referred to as: 'lessor
and
(2) 'tenant',

Consider the following:

- the parties wish to enter into a temporary tenancy agreement

The lessor is the owner of the movable property described below

The lessor and the lessee record the agreements made between them in this rental agreement.

rental agreement

Have agreed:

Article 1: Description of leased property

The lessor rents to the lessee and the lessee rents from the lessor the fitness equipment chosen on the

fitness equipment chosen on the internet site or an alternative offered, hereinafter referred to as:

'the rented object'.

Article 2: Purpose of the Subjects

1. The tenant shall use the rented object exclusively as fitness equipment.

2. If the Tenant acts in contravention of this article, he shall owe an immediately due and payable penalty

as described in Article 19.

Article 3: State of maintenance

1. The lessor shall ensure that on the commencement date of the

tenancy agreement in a well-maintained condition. The parties shall draw up record of delivery, describing the condition of the rented property.

is described.

2. Upon taking possession of the rented object, the tenant shall carefully inspect the rented object for

2. Upon taking possession of the hired room, the tenant shall carefully inspect it for soundness, soundness and completeness. Should the tenant discover

defects or deficiencies, he must immediately report these to the lessor in writing.

landlord immediately in writing.

Article 4: Rental price

1. The rental price will be charged to the renter by the rental agency.

of the chosen period including deposit and any delivery costs are requested to be paid immediately when ordering via the

order via the Internet.

2. The parties agree that the lessor shall charge turnover tax on the rental price.

the rental price.

3. The lessee shall always transfer the total rental price before or on the first day of the period

3. The lessee shall always transfer the total rental price to the lessor's bank account

with account number NL12KNAB0257918906 in the name of Fitnessapparatuur.nl,

without application of any (claim to) discount, set-off or suspension. The 1st

period must be paid in 1 time via the website.

Article 5: Rent increase

1. The lessor has the right to increase the rent annually on the basis of the

CPI (Consumer Price Index), all households series, as published by Statistics Netherlands (CBS).

Central Bureau of Statistics (CBS), for the first time as of 1 January of the year

following the year in which this agreement was entered into and thereafter annually on

1 January.

2. If the indexation of the rent based on the under 1. above results in a

lower rent than the current rent, then the rent for that year shall remain

unchanged.

3. The landlord may make an adjustment to the rent without any notice to the tenant in advance.

Article 6: Security deposit

1. Before or on the commencement date of the tenancy agreement, the tenant shall pay to the lessor a

deposit, the amount depending on the leased property.

2. The lessor reserves the right to set off expired rental instalments from the security deposit, as well as the costs of any repairs found to be necessary.

3. Payment shall be made by transfer to the lessor's bank account with account number NL12KNAB0257918906 in the name of Fitnessapparatuur.nl.

Article 7: Taxes and other levies

1. All charges and taxes levied in respect of the Leased Premises are for the account of the tenant, even if the lessor is charged for them.

2. The tenant shall pay the aforementioned charges charged to the lessor and for his account to the lessor on first request.

3. If the Tenant has not paid the said charges within 7 days of the Landlord's initial request to the lessor to do so, he shall be in default by operation of law.

Article 8: Instructions for use

1. The tenant is obliged to use the hired room in such a way that he does not act in contravention of any law, APV or other government regulation.

with any law, APV or other government regulation. The tenant must also requirements and regulations set by utility companies that supply gas, water and/or electricity. electricity.

2. The tenant shall treat the rented property with due care and ensure appropriate and safe storage. and safe storage.

3. The tenant shall take appropriate measures to prevent damage to or caused by the rented property.

4. The tenant shall immediately report any damage caused or threatening to be caused to the rented object to the lessor in writing.

5. The tenant shall immediately notify the lessor in writing of any damage that has occurred or threatens to occur to the rented object.

6. The tenant shall report any defect or (impending) damage immediately to the lessor, after which the

7. The tenant shall immediately report any defect or threat of damage to the landlord, whereupon the landlord shall repair the defect or damage as soon as possible. The Tenant shall

take appropriate measures to prevent or limit damage to the Subjects.

limit.

8. The hirer shall bear the full risk and responsibility of the hired goods

During the time they are made available to the lessee, the lessee shall insure the goods and keep them insured against damage.

will insure the goods if necessary and keep them insured against damage due to

molest, loss, theft and damage by fire, lightning strike, storm, precipitation and

water outflow.

9. If the tenant acts in violation of this article, he shall be liable to pay an immediately payable fine due, as described in article 19.

Article 9: Tenant's obligations regarding maintenance and repair

1. Repair of damage resulting from improper use of the rented property shall be payable by the tenant.

account of the tenant.

2. If the tenant, despite having received a written notice of default, fails to

If the tenant, despite being given written notice of default to that effect, fails to carry out the responsibility, the lessor may have the work carried out at the tenant's expense and risk.

risk of the tenant.

Article 10: Obligations of the lessor regarding maintenance and repairs

1. Repairs that are not for the Tenant's account under the law and this agreement shall be

tenant shall be at the landlord's expense. The tenant shall report necessary

maintenance work to the lessor in good time and the lessor shall carry out the

work within a reasonable time.

2. The Tenant shall at all times give the Landlord the opportunity to carry out the maintenance and repair work mentioned under 1.

The tenant shall at all times give the lessor the opportunity to carry out the maintenance and repairs referred to in paragraph 1.

Article 11: Alterations to the Subjects

1. Without the Landlord's written consent, the Tenant may not make any alterations to the Subjects.

2. The tenant may not make any alterations to the rented object without the landlord's written permission, unless the alterations are simple and without major expense at the end of the agreement can be undone easily and without high costs.

be undone.

3. If the tenant acts in violation of this article, he shall owe an immediately payable fine due, as described in Article 19.

Article 12: Subletting

1. Without written permission from the lessor, the tenant is not permitted to sublet the rented property

2. The tenant is not permitted to sublet or allow third parties to use all or part of the rented property without the written permission of the lessor.

third parties.

3. If the tenant acts in contravention of this article, he shall be liable for an immediately payable penalty

due, as described in Article 19.

Article 13: Liability

1. The Hirer shall be liable for all damage to the camper van, unless he proves that he and the persons for whom he is responsible and/or liable, are not at fault with regard to the occurrence of the damage.

2. The provisions of the first paragraph shall not affect the tenant's obligation under the law and this agreement to maintain certain items on the rented property, repair and/or replace.

3. The landlord shall not be liable for damage suffered by the tenant as a result of defects to the rented object unless:

- these defects were known to the lessor at the start of the tenancy agreement
- the defects can be attributed to the lessor on the grounds of a legal obligation.

lessor

4. The lessor is not liable for damage suffered by the tenant as a result of defects in changes or additions made by the tenant to the rented property.
rented property.
5. The lessor shall not be liable for damage caused by causes beyond the the landlord has no control over, such as, but not limited to, frost, storm lightning strike, riots, armed conflicts, natural disasters and other calamities.
6. The lessor shall not be liable for the tenant's trading loss, unless it is
7. The lessor shall not be liable for the tenant's trading loss, unless it concerns trading loss as a result of the lessor's own intent or gross negligence.
8. The lessor shall not be liable for any damage incurred during the delivery of the equipment.

Article 14: Permits

If the hirer is required by law to have certain permits, it is the responsibility of the hirer to comply with the specified requirements. Under permits also includes approvals and exemptions.

Article 15: Premature termination

The lessor shall be entitled to terminate the tenancy agreement prematurely if the lessee is in default. The tenant shall in any case be in default if any of the following circumstances occur:

- tenant fails to comply with a provision in this agreement;
- Tenant does not pay the rent at the agreed time;
- the tenant is granted a moratorium or is declared bankrupt.
declared bankrupt.

If the order is cancelled, administration costs will be charged to the lessee.

Article 16: End of rental agreement and delivery

1. At the end of the tenancy agreement, the tenant shall return the rented property to the lessor

in the condition described in the report of handover, taking into account normal wear and tear and ageing.

normal wear and tear and ageing shall be taken into account.

2. If the tenant has not fully and timely repaired the defects found or the rented property at the end of the tenancy agreement in accordance with paragraph 1, the lessor paragraph 1, the lessor shall be entitled to have the defects repaired at the tenant's expense. carried out.

Article 17: Delivery and return

1. The hirer shall himself collect the hired goods from the lessor, unless the parties have explicitly agreed that the lessor shall be responsible for and/or return the rented goods, whereby the renter must ensure that the rental agency the lessee must ensure that the lessor can reach the location where the hired goods are to be can be reached by a passable road.

2. After the end of the agreement or after termination of the

2. After the end of the agreement or after termination of the agreement, the lessee is obliged to return the camper van by the date of termination or the last day of the agreement. contract, to return the rented property.

3. The costs of delivery and return of the rented object shall be borne by tenant, unless the parties have expressly agreed otherwise.

4. If the equipment cannot be delivered on location, we shall still charge the

4. If the equipment cannot be delivered on location, we shall still charge the delivery costs.

Article 18: Penalty clause

1. If the hirer violates the provisions mentioned in articles 2, 10, 13, 14 and 16, he shall forfeit to the lessor an immediately payable fine of € 540 as well as an amount of 2% of the fine for each calendar day the breach continues.

2. This penalty shall not affect the lessor's right to claim full damages. claim full damages.

Article 19: Consequences of nullity or voidability

If any part of the lease is void or voidable, this shall not affect the

other provisions in the contract. A provision which is null and void or voidable shall in that case be replaced by a provision which comes closest to closest to what the parties had in mind when concluding the contract on that point. envisaged.

Article 20: Applicable law and competent court

1. Dutch law shall apply to this agreement.

2. In the event of any disputes, the court in the district where the rental agency is

In the event of any disputes, the court in the district where the lessor is domiciled or has its registered office shall have jurisdiction.

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