

DEED OF BAILLEASE

The undersigned:

1. Name : _____
Date of birth : _____
Place of birth : _____
Document number (paspoort/ID) : _____
Current address : _____
E-mail address : _____
Phone Number : _____
IBAN : _____
Relation to resident : _____

hereinafter referred to as: the "Guarantor";

And

2. **Bovast b.v.** , represented by Pitlo huur beheer b.v. acting as property manager of the property owner, hereinafter referred to as: the "Property Owner";

Have agreed:

1. The Guarantor hereby bind himself towards the property owner to comply with all that the property owner has to claim and receives from:

Name : _____
Date of birth : _____
Place of birth : _____
Document number (paspoort/ID) : _____
E-mail address : _____
Phone Number : _____

Hereinafter referred to as: "Principal Debtor"

On the basis of the written rental agreement between the property owner as landlord and the Principal Debtor as tenant dated **EFFECTIVE DATE rental contract**, with regard to the living space at the **ADDRESS** at **POSTCODE PLACE OF THE RENTED PROPERTY**, this agreement hereinafter referred to as: the "Agreement" of suretyship as laid down in this deed will be referred to below: the "Suretyship".

2. The property owner will only be able to address the Guarantor as soon as the Principal Debtor has failed to comply with any payment obligation arising from the Agreement. The Guarantor declares to be fully aware of the risico that in the aforementioned case of failure of the Principal Debtor, he will actually be held liable by the property owner. The Guarantor accepts that risk without any reservation.

3. The liability of the Guarantor under the Guarantee is limited to a maximum amount of € 5000 (in words: five thousand euros and zero eurocents), which maximum amount can be increased by the interest and costs referred to in Article 7:856 of the Civil Code.

4. This Guarantee has been entered into for a period of 5 years. During this period, the Guarantor cannot terminate the Suretyship prematurely. As soon as the aforementioned period of 5 years has expired, the Suretyship will continue indefinitely and the Guarantor can cancel this Surety at any time. In the event of termination, the Guarantee will continue for the payment obligation of the Principal Debtor towards the property owner that has already arisen at the time of the termination.

5. The period referred to in Article 4 starts – and the Guarantor becomes bound to the Guarantee – at the moment when the Guarantor has signed this deed. If two or more parties have to commit themselves as a Guarantor towards the property owner, the period referred to in Article 7 will start for each guarantor separately – and this Guarantor will be bound by the Guarantee, even if his fellow brother(s) has not yet signed this deed – at the time when he has signed this deed.

6. The property owner will not be obliged to provide more evidence to the Guarantor than to the Principal Debtor himself. With regard to the amount of the property owner's claims on the Principal Debtor from the height of the agreement, the books of the property owner are binding, whereby a copy signed by the property owner for in accordance with its books will count as full proof, subject to proof to the contrary by the Guarantor. Against an enforceable title obtained by the property owner, or against the recognition of the debt by Principal Debtor of the debt, a counter-proof is available to the Guarantor.

7. If two or more parties have committed themselves to the property owner as a guarantor, they are jointly and severally obliged to comply with all obligations under this Guarantee. If the property owner may waive its rights under this Guarantee towards one or more of the guarantors, the other guarantors remain liable on the basis of this guarantee.

8. In case of the death the Guarantor, the Surety will remain in place. The Surety is an indivisible debt for the Guarantor, so that the property owner will also be able to address each of his heirs for the whole as far as the law allows this.

9. Guarantor declares that if no agreement has been signed by the marriage or registered partner below, that Guarantor does not have a marriage partner or registered partner.

10. This Guarantee is inextricably linked to the rented property referred to in Article 1. If the lease between the property owner and tenant has been terminated and there is nothing left for the property owner to claim from the Principal Debtor and the Guarantor, this Surety will lapse.

Thus agreed and signed:

Pitlo huur beheer B.V. on behalf of the property owner

Signature Guarantor

(If the Guarantor is married or has a registered partner)

The co-undersigned,

Name:

Date of birth:

Telephone number:

E-mail address:

Please attach: a secure copy of passport / ID card and 3x recent salary slip of the Guarantor.