

## BROKERAGE AGREEMENT

### **The undersigned:**

Housing & Co., established at Nieuwezijds Voorburgwal 91 (1012 RE) in Amsterdam, Netherlands, registered with the Chamber of Commerce with CoC number 87702606, duly represented by D.A. Koldenhof in the position of Director,

hereinafter referred to as "Housing & Co.",

and

Name: **Your name**

Phone number: **Your phone number**

E-mail address: **Your e-mail address**

hereinafter referred to as the "Customer",

Housing & Co. and the Customer hereinafter individually referred to as "Party" and jointly as "Parties",

### **Declare to have agreed as follows:**

#### **Article 1. Definitions**

- 1.1. The capitalised words are defined as follows in this Brokerage Agreement unless expressly indicated otherwise or determined otherwise by the context:

Brokerage Agreement: This brokerage agreement between Housing & Co. and the Customer;

Rental Agreement: The rental agreement between the Customer and a lessor;

In Writing/Written: In writing or by email.

#### **Article 2. Brokerage Engagement**

- 2.1. By signing this Brokerage Agreement, the Customer engages Housing & Co. to broker the rental of a home, which engagement Housing & Co. accepts.
- 2.2. The Customer completed a questionnaire concerning his wishes in relation to the property. This questionnaire has been enclosed to the Brokerage Agreement as Annex 1 "Questionnaire". The Customer declares to have completed this questionnaire fully and truthfully.
- 2.3. The maximum rent which the Customer wishes to pay is **your budget**, excluding gas, water, and electricity.

### **Article 3. Effective date and duration**

- 3.1. This Brokerage Agreement takes effect on **start date** and will be concluded for a definite period of 1 year.
- 3.2. The Parties can renew this Brokerage Agreement in consultation. The Parties will agree on this renewal In Writing.
- 3.3. This Brokerage Agreement will end once the brokerage engagement has been completed and a Rental Agreement has been concluded.

### **Article 4. Services**

- 4.1. Housing & Co. provides the following services in the context of this Brokerage Agreement:
  - a. Looking for a suitable home;
  - b. Sending suitable homes to the Customer;
  - c. Advising the Customer about renting a property;
  - d. Making appointments for visits;
  - e. Accompanying the Customer at visits;
  - f. Supporting the Customer with negotiations with the lessor or the agent of the lessor;
  - g. Assisting the Customer with the conclusion of the Rental Agreement.

### **Article 5. Brokerage fee**

- 5.1. If a Rental Agreement is concluded through the involvement of Housing & Co., the Customer will owe a Brokerage Fee to Housing & Co. This brokerage fee amounts to the rent due for 1 month as set out in the Rental Agreement, with a minimum of €1.800,-
- 5.2. The Brokerage Fee will be increased by 21% VAT.
- 5.3. The brokerage fee is invoiced immediately after the Customer agrees to the draft Rental Agreement and is invited for digital signing.
- 5.4. The Customer must pay the invoice prepared by Housing & Co. within 7 days of the invoice date and before the key transfer takes place.
- 5.5. Once the rental proposal, that Housing & Co. and Customer prepared together, has been accepted by the broker/landlord and the Customer does not proceed with signing the Rental Agreement, Housing & Co. will invoice 50% of the Brokerage Fee of 1 month's rent excl. VAT as work provided by Housing & Co.

## **Article 6. Personal data**

- 6.1. Housing & Co. processes personal data in accordance with the General Data Protection Regulation (GDPR). The Customer can consult the Housing & Co. privacy statement for more information about the processing of personal data by Housing & Co. [is available here](#).

## **Article 7. Competence**

- 7.1. The Parties declare to be authorised to conclude this Brokerage Agreement and that they are not a party to an agreement with a third party which could conflict with the provisions of this Brokerage Agreement and the resulting obligations.

## **Article 8. Retention of rights**

- 8.1. The failure of one of the Parties to enforce any provision of this Brokerage Agreement at any time will in no way affect the rights of this Party to demand complete fulfilment by the other Party at a later time. The acceptance of a violation of an obligation by a Party does not imply the waiver of any rights arising from this obligation by the first Party.

## **Article 9. General terms and conditions**

- 9.1. This Brokerage Agreement is governed by the general terms and conditions for rental and purchase brokerage of Housing & Co. The general terms and conditions for rental and purchase brokerage of Housing & Co. have been enclosed to this Brokerage Agreement as Annexe 2 "General terms and conditions for rental and purchase brokerage". The Customer declares to accept the general terms and conditions for rental and purchase brokerage of Housing & Co. by signing this Brokerage Agreement.

## **Article 10. Annexes**

- 10.1. Annexe 1 "General terms and conditions rental and purchase brokerage" are an integral part of this Brokerage Agreement.

## **Article 11. Miscellaneous provisions**

- 11.1. If this Brokerage Agreement contains provisions that are found to be void because of (amendments to) laws or regulations and/or a judicial ruling or are declared unenforceable, this will not lead to the nullity or unenforceability of the other provisions of this Brokerage Agreement. These remain valid and enforceable. The Parties undertake to do everything in their power to replace the void or unenforceable provisions with valid and enforceable agreements with predominantly the same outcome as intended by the Parties with the void or unenforceable provision.
- 11.2. Amendments to this Brokerage Agreement will only be valid and take effect if agreed upon In Writing.

- 11.3. The Parties will accept amendments to this Brokerage Agreement if these are determined to be necessary because of (amendments to) relevant laws and regulations.
- 11.4. This Brokerage Agreement contains all agreements between the Parties concerning its subject, and this Brokerage Agreement replaces all previous agreements between the Parties concerning this subject.

Thus agreed and signed (digitally),

**Name: your name**

Date: date of today

**Signature:**

**Daniel Koldenhof (director Housing & Co.)**

Date: date of today

**Signature:**

Annexe 1:

General Terms and Conditions – Rental and purchase brokerage – [click to open](#).