

TERMS AND CONDITIONS OF RENTING

Coesewijne Apartments Suriname

1 Explanation of terms

1.1 Tenant

The person (head tenant) who signed the Rental Agreement and has the permission to stay in the apartment.

1.2 Joint tenant

The person who stays in the apartment under responsibility of Tenant.

1.3 Owner

The legal Owner Coesewijne Apartments NV established at Paramaribo Surinam, or the Manager.

1.4 Visitors

Persons who are visiting Tenant and access the premises being accompanied by Tenant.

1.5 Apartment

A rentable unit which constitutes part of the apartment complex of Coesewijne Apartments

1.6 Apartment complex

The premises at the Coesewijnestraat 3b, Paramaribo Suriname.

1.7 Communal spaces

The garden located at the Coesewijnestraat 3b, the terraces, the parking lots, the laundry and the carport.

1.8 Utilities

Electric and water supply installations, satellite TV, WiFi internet, boiler and water pump.

1.9 Inventory and condition report

Report that describes the condition of the apartment, the appliances, installations and inventory, including any damages before Tenant moves in, and after he moves out.

The report at the beginning of the lease is called the move-in inspection report, and the report at the end of the lease is called the move-out inspection report.

1.10 No-show

Failure by Tenant to arrive at all without prior cancellation of the Rental Agreement.

1.11 Security Deposit

Money or other items given by Tenant to Owner at the beginning of the lease.

The security deposit, or damage deposit is held by Owner who may deduct costs of any damage caused by Tenant during the lease period or of other obligations of Tenant to Owner. Unpaid fees are not waived and shall be deducted form the security deposit at the end of the lease.

1.12 Reservation Value

In total expected turnover (including VAT) relating to the Rental Agreement concluded with Tenant.

1.13 Cancellation

The written statement made by Tenant to Owner that the agreed reservation for lease and additional services (such as transport) will not be used entirely or partially, or the written statement made by Owner to Tenant that the agreed reservation of the lease and

additional services will not be complied with entirely or partially.

2 Constituent of the Rental Agreement

2.1 These terms and conditions of renting are part of the Rental Agreement.

3 Liability and responsibilities of owner

3.1 Owner is responsible for the right and proper implementation of the obligations as stipulated in the Rental Agreement.

3.2 Owner and Tenant must jointly complete an inventory and condition report at the beginning and end of the lease. Both parties must sign the report if they agree.

3.3 Owner has the duty to ensure that the apartment is transferred to Tenant in a neat and clean condition. Any comments by Tenant must be personally presented to Owner within 24 hours.

3.4 Owner (or manager's employees and agents on official business) has the right to enter the apartment by duplicate or master key in case of emergencies. Furthermore, peacefully and at reasonable times, in order to inspect the unit, conduct cleaning, do routine repairs and maintenance, and to ensure compliance with the provisions of the Rental Agreement. A written notice of entry is left in a noticeable place immediately upon entry.

3.5 Owner reserves the right to lay down rules and policies at any time felt necessary to ensure harmonious operation of Coesewijne apartments. These regulations are in writing and shall be considered part of this agreement.

3.6 Owner reserve the right to terminate the Rental Agreement without resorting to court process, if after written notice Tenant fails to abide by the terms of lease (such as payment conditions).

3.7 In the event of Tenant's misbehavior resulting in violation of privacy of other tenants, or in case of any nuisance caused, Owner has the right to refuse Tenant the access to the general premises, after a first warning.

3.8 Owner's insurance policies provide no coverage for the loss or damage of personal belongings of Tenant, which has arisen during the lease.

Owner shall not be held responsible or liable for any of these losses or damages. It is suggested that tenants consider obtaining their own insurance to cover loss of their personal property.

3.9 Owner is not responsible for the non-implementation or improper implementation of the Rental Agreement, if the shortcomings, judging by the Surinamese law or by in Surinam applying conceptions, cannot be ascribed to Owner.

3.10 Owner is not responsible for temporary outage or breakdown of the water and/or energy supply in and around the apartment, change in access routes or traffic connections, displacement and/or fence of shops' closing times, offices etc, construction activities and roadblocks around the apartment complex as far as these are not announced in advance.

3.11 Owner is not responsible or liable for damage as a result of circumstances beyond one's control such as natural disasters, extraordinary weather conditions, war, strikes, riot, oil - and petrol rationing.

3.12 Owner is not responsible for damage as a result of improper implementation of this agreement, if and as far as this is attributed to Tenant.

4 Liability and obligations of Tenant

4.1 Tenant, who is mentioned in this agreement, is responsible for the joint tenants and possible visitors.

4.2 Tenant is responsible that the apartment is never inhabited without special authorization of Owner by more persons than is indicated in the Rental Agreement. On exceeding this number the Rental Agreement is legally dissolved and access to the apartment is denied without notice and without refunding the rent or part of it.

- 4.3** Tenant only allows persons she/he knows to the premises. Thus Tenant prevents unauthorized persons to enter communal spaces unlawfully.
- 4.4** Tenant carefully manages the access keys to the apartment and laundry. Thus, Tenant prevents unauthorized person to obtain keys and unlawfully access the apartment and the communal spaces. Keys may not be duplicated without Owner's written consent.
- 4.5** Tenant must not disconnect or intentionally damage a smoke detector located within the apartment complex or remove the battery without immediately replacing it with a working one.
Tenant will be charged €100 for disabling a smoke detector and will be held solely liable for any action or consequence that directly results from the malfunction of that damaged or defective smoke detector and/or from a dead and/or missing battery.
- 4.6** Tenant is responsible for the apartment and its inventory of any kind.
- 4.7** In case of damage to the apartment or inventory, Tenant is obliged to inform Owner within 24 hours.
Tenant will be liable for the charges for replacement or repair of damage caused by Tenant's negligence, carelessness, abuse or by accident. These costs must be compensated on the spot.
- 4.8** Tenant obliges himself to refrain from any action that could cause embarrassment or nuisance to Owner and/or other Tenants.
- 4.9** Tenant is allowed to use communal spaces and facilities.
Tenant respects the rights of other tenants to access and share those spaces and facilities.
- 4.10** Tenant is not allowed to make changes in the apartment without consent of Owner.
- 4.11** Tenant must see that the following electric appliances are turned off at leaving the apartment complex: the AC, TV, washing machine, dryer, and kitchen appliances (with exception of the refrigerator). Tenant is liable for all related costs of damage caused by misuse or neglect of mentioned appliances.
- 4.12** Tenant must keep the apartment neat and clean throughout the lease. Upon termination of this agreement, Tenant must follow the move-out instructions.
Tenant shall be charged for extra cleaning of draperies, furniture, carpets, walls, etc. that are soiled beyond normal wear and tear as the result of Tenant's negligence, carelessness, abuse or by accident.
- 5 Arrival and Departure times**
- 5.1** The apartment is available between 16:00 and 23:00 pm on the day of arrival and must be vacated in a clean, tidy and hygienic condition by 12:00 pm on the day of departure.
- 5.2** If Tenant's arrival is delayed Tenant must inform Owner so that suitable arrangements can be made for entry to the apartment.
- 6 Payment Conditions**
- 6.1** All payments must be made in advance by bank transfer to Owner's bank account.
- 6.2** In order to make a reservation for an apartment the following payment conditions apply:
- At concluding the Rental Agreement, 35% of first month's rent is required.
 - The balance of the first month's rent must have been paid 30 days prior to arrival along with the security deposit. Payment of security deposit should be made separately.
 - Full payment of the first month rent is also required in case the Rental Agreement is concluded in less than 30 days before occupancy.
 - The subsequent month(s) rent is due on or before the first day of each month.
- 7 Rates, interim payment and security deposit**
- 7.1** All rates are in Euros (VAT included) and include costs for cleaning and linen service, security, WIFI internet access, satellite TV, electricity and water usage.

- 7.2** Rates mentioned in brochures and on websites are rates with reservation.
- 7.3** Changes in the apartment rates cannot be made after the Rental Agreement has been concluded.
- 7.4** Owner may require interim payment for granted services at any time.
- 7.5** Owner may require a security or damage deposit from Tenant up to the amount of one month's rent minus interim payments, if any. The security deposit will be refunded to Tenant at the end of rental term (however it ends) at the forwarding address, provided that there are no damages and the apartment is left in good condition. No interest is payable to Tenant with respect to deposit money.

8 Complaints

- 8.1** Any claims concerning appliances or other equipments which are not present or malfunctioning in the apartment must be notified to Owner by Tenant within 24 hours by telephone, in writing or personally. Tenant is obliged to give Owner 48 hours time to replace or repair appliances or other equipments.
- 8.2** In case of damage Tenant is obliged to limit the damage as much as possible, so that loss for Owner is minimal.
- 8.3** If the complaint is not solved satisfactorily, Tenant submits within 2 weeks after returning home a written and motivated letter (by fax or by e-mail) to Owner. The latter has the duty to do its utmost to reach a solution that is mutually satisfactory to all parties involved within two weeks.
- 8.4** In the event Tenant vacates prior to the end of lease term, or fails to lodge a complaint within 24 hours, Owner is not obliged to consider complaints or any refunding.

9 Cancellation

- 9.1** Any cancellation made by Tenant must be in writing and addressed to Owner (at the address indicating in the Rental Agreement). Cancellation is only effective from the day of receipt of notice by Owner.

- 9.2** In case of cancellation of the agreement Owner will charge Tenant the following cancellation or administrative charges:
- 35% of the total rent if cancellation takes place between 60 and 30 days prior to the arrival date.
 - 100% of the total rent if the cancellation takes place less than 30 days prior to the arrival date.

- 9.3** Tenant is allowed to transfer the rented apartment to another tenant only after consultation with Owner. The replacing tenant and the original tenant are jointly severally responsible for the payment of any part of the rent due. The original tenant must pay €50,-- for administrative charges

- 9.4** In case of no-show, Tenant remains liable for payment of rent and all related costs.

- 9.5** If Owner is forced, due to circumstances beyond his control, to alter or cancel the booking, Owner will offer Tenant the choice between:

- renting another equivalent apartment with the same services agreed, or
- refunding the advance rent deposit.

In both cases Tenant disclaims any further rights.

10 Smoking policy

- 10.1** Smoking is not allowed in any apartment building, including the laundry.

11 Pets

- 11.1** Pets of any kind are not allowed, even temporarily, in the apartment or on the general premises.

12 Jurisdiction

- 12.1** This agreement is governed by and subordinates to Surinamese law and said law shall solely apply in any conflict, thus is settled under the jurisdiction of the place of Owner's business.