Temporary arrangements model agreement

**The Parties**[[1]](#footnote-1)**:**

1. NAME COMPANY[[2]](#footnote-2), Chamber of Commerce NUMBER, with its registered office at ADDRESS, duly[[3]](#footnote-3) represented by NAME PERSON[[4]](#footnote-4), hereinafter referred to as “NAME 1[[5]](#footnote-5)”

and
2. NAME COMPANY, Chamber of Commerce NUMBER, with its registered office at ADDRESS, duly represented by NAME PERSON, hereinafter referred to as “NAME 2[[6]](#footnote-6)”

Hereinafter referred to jointly as “the Parties”,

**Whereas:**

1. NAME 1 and NAME 2 concluded the following agreement on DATE:

TYPE OF AGREEMENT[[7]](#footnote-7)

Hereinafter: “the Main Agreement”

1. Pursuant to the Main Agreement, NAME 2 is obliged to deliver the following performance to NAME 1:

CREATE PRODUCT[[8]](#footnote-8)
PROVIDE SERVICE
PAY RENT
PAY MONEY
OTHER

Hereinafter: “the Performance”
2. As a result of the Corona virus[[9]](#footnote-9), NAME 2 is unable to deliver the Performance on time and/or in full because:

REASON[[10]](#footnote-10)
3. The Parties have consulted on how they will get through the period during which the Corona virus is prevalent and has an impact on the Dutch economy (“the Corona Period”) with a view to the long-term continuation of their business relationship.
4. The Corona Period is uncertain for the Parties. The Parties acknowledge that it is unknown how long the Corona Period will last or have an impact on the Performance. It is also unknown whether the current government measures will be effective and what further measures the government will still have to implement to combat the virus, or whether the government is able to implement or will implement sufficient measures to support the economy.
5. Insofar as possible, NAME 2 will make use of all schemes introduced by the government to avert bankruptcy and get the company through the Corona Period.
6. NAME 2 expects that the Corona Period will not last longer than ESTIMATION PERIOD[[11]](#footnote-11), the company will be healthy once again within NUMBER months after this period has ended.
7. NAME 1 is willing to meet NAME 2 halfway during the Corona Period subject to certain conditions.
8. The Parties have laid down their arrangements in this agreement.

Have agreed as follows:

1. Performance
	1. The Parties have made the following arrangements concerning the Performance for the duration of the agreement:

	EXEMPTION / ADJUSTMENT[[12]](#footnote-12)
	2. NAME 2 continues to owe the full Performance, but NAME 1 will not enforce its claim in this connection in or out of court during the term of this agreement.
	3. [[13]](#footnote-13)If the Performance consists of payment of money by NAME 2 to NAME 1, the part of the Performance that has not been paid will be converted into a loan. The Parties have agreed the following payment terms:

	TERMS
	4. Optional: The interest on the loan amounts to 1%[[14]](#footnote-14) on the unpaid part of the Performance and commences on the date on which the Performance was due and continues until the day on which the Performance has been delivered in full.
	5. In the event NAME 2 fails to comply with the arrangements referred to in this article or fails to do so on time or in full, the Performance as apparent from the Main Agreement will be due in full and all arrangements that deviate from the Main Agreement will lapse immediately and by operation of law.
2. Reciprocity
	1. NAME 2 declares that it will make every effort to continue its business and will keep NAME 1 informed of developments on a regular basis.
	2. NAME 2 declares that it will endeavour to prolong and continue the business relationship with NAME 1 after the Corona Period has ended by extending the agreement referred to under A if possible.
3. Other arrangements
	1. Is NAME 2 able to provide security?
	2. Is there a party that provides a guarantee or surety?
	3. Is there another service or favour worth mentioning?
4. Term of the agreement
	1. The term of this agreement is NUMBER months in principle.
	2. The Parties will consult regarding the extension of this agreement or about making new arrangements at least one month before the end of this agreement. In the event the Parties are unable to reach agreement, this agreement ends by operation of law, the deviating arrangements lapse and the Main Agreement will be guiding once again.
	3. In the event NAME 2 is once again able to deliver the Performance in full before the end of this agreement, NAME 2 will do so. The agreement ends after the full overdue Performance has been delivered.
5. Final provision
	1. The Parties endeavour to meet each other halfway and help each other through the Corona Period.
	2. These arrangements may be amended or supplemented if there is reason for doing so.
	3. This agreement follows the arrangements in the Main Agreement concerning the choice of law and competent court.

Agreed and signed in PLACE and DATE

NAME 1[[15]](#footnote-15)

NAME 2

1. In this model contract you enter for party 1 the party that is entitled to something (such as the lessor) and for party 2 the party that is obliged to provide, make or pay something [↑](#footnote-ref-1)
2. Make sure you write down the legal form, private limited company, general partnership, sole proprietorship or otherwise correctly! [↑](#footnote-ref-2)
3. This is set out in the Chamber of Commerce [extract] [↑](#footnote-ref-3)
4. Or, in case the director is a legal person, insert: NAME COMPANY, with its registered office at ADDRESS, duly represented by NAME PERSON, until you state the authorised signatory correctly [↑](#footnote-ref-4)
5. State the name or ‘the seller’ or ‘the lessor’ if you find this easier [↑](#footnote-ref-5)
6. State the name or ‘the buyer’ or ‘the lessee’ if you find this easier [↑](#footnote-ref-6)
7. For example: lease, purchase agreement, contract for services [↑](#footnote-ref-7)
8. Select what applies and possibly provide a further explanation [↑](#footnote-ref-8)
9. This model contract assumes that everyone understands immediately what this refers to [↑](#footnote-ref-9)
10. Include brief explanation, such as: no customers, sick employees, delay in the delivery of parts, closed down by the government [↑](#footnote-ref-10)
11. It is important that the party that is obliged to deliver the Performance does create a forecast with respect to its finances, irrespective of the situation. It is reasonable to assume a period of 6 months for example. [↑](#footnote-ref-11)
12. Include description, such as: if it involves a lessor and a lessee and the lessee is still able to pay 20% include that the rent amounts to 20% of the agreed price. [↑](#footnote-ref-12)
13. Articles 1.2 and 1.3 apply in particular if the Performance is a money debt. [↑](#footnote-ref-13)
14. Or a different percentage, to be determined in mutual consultation. [↑](#footnote-ref-14)
15. Make sure that you state NAME 1 and NAME 2 correctly, which means that if there is a legal person you always indicate it first and then the name of the person who signs personally. [↑](#footnote-ref-15)