

UGOVOR O ZAKUPU

Zaključen u _____, dana _____ godine
između sledećih Ugovorenih strana:

1. _____ iz _____,

ulica: _____, br _____,

JMBG: _____
(u daljem tekstu Zakupodavac)

I

2. _____ iz _____,

broj pasoša _____,

važi do _____ godine.
(u daljem tekstu Zakupac)

Ugovorne strane su se sporazumele o sledećem:

1. PREDMET UGOVORA

1.1 Zakupodavac izdaje u zakup
(namešten/polunameštenu/praznu) nepokretnost – (stan
kuća/lokal/poslovni prostor/garaža) broj _____, koja se
nalazi u _____, u
ulici _____, broj _____,
površine _____ m², na _____ spratu, kat.
parcela _____ KO _____,
koja se nalazi u vlasništvu Zakupodavca.

1.2 Zakupodavac je saglasan da Zakupac koristi
nepokretnost iz stava 1.1 isključivo za (stambeni
prostor/poslovni prostor/kancelarijski prostor) a Zakupac je
saglasan da nepokretnost ne može koristiti u druge svrhe.

1.3 Zakupcu se garantuje mirno korišćenje predmetne
nepokretnosti, bez uznemiravanja bilo koje vrste.
Zakupodavac može uz prethodno blagovremeno
obaveštenje koje će dati 2 (dva) dana ranije Zakupcu, obiçi
gore navedenu nepokretnost i to ne više od jedanput
mesečno.

LEASE AGREEMENT

Entered into in _____ on _____ by and
between the following parties:

1. _____ from _____,

address: _____, No. _____,

personal ID No. _____
(hereinafter: the Lessor)

And

2. _____ from _____,

passport No. _____,

valid until _____,
(hereinafter: the Lessee)

The Contracting parties mutually agree as follows:

1. AGREEMENT SUBJECT

1.1 The Lessor shall lease a
(furnished/semi-furnished/unfurnished) real estate –
(apartment/house/office space/business space/garage)
No. _____, located in _____, at
the address _____, No. _____,
with the surface area of _____ m², on the _____
floor, cadastral municipality _____,
KO _____ owned by the Lessor.

1.2 The Lessor agrees that the Lessee uses
the real estate described under Article 1.1,
solely as a (living space/business space/
office space) and the Lessee agrees not to use
the said real estate for any other purpose.

1.3 Quiet enjoyment is hereby guaranteed to
the Lessee, who will be able to use the said
real estate without any disturbances. The
Lessor may, with a previous notice given to
the Lessee 2 (two) days in advance, visit the
said real estate, but not more than once a
month.

Zakupac će, na zahtev Zakupodavca, Zakupodavcu prilikom obilaska iz ovog člana Ugovora, predati kopije priznanica o plaćenim troškovima koji padaju na teret Zakupca.

1.4 Zakupodavac je isključivo vlasnik nepokretnosti, što dokazuje odgovarajućim vlasničkim dokumentima u fotokopiji koja čine prilog ovog Ugovora i njegov su sastavni deo.

1.5 Zakupodavac, pod punom materijalnom i krivičnom odgovornošću tvrdi da ne postoje pravne ili bilo kakve druge odgovornosti ili bilo kakve druge okolnosti koje ga mogu sprečiti u zaključivanju ovog Ugovora ili uticati na prava Zakupca koja iz njega proističu. U slučaju da se ispostavi suprotno, Zakupodavac će snositi sve eventualne posledice i troškove.

1.6 Zakupodavac je saglasan da Zakupac nepokretnosti koristi u skladu sa svim zakonskim i podzakonskim aktima koji regulišu ovu oblast

2. TRAJANJE UGOVORA

2.1 Ovaj Ugovor se zaključuje na period od _____ meseci, počev od _____ . godine, do _____ . godine i stupa na snagu danom potpisivanja od strane Ugovornih strana.

2.2 Ovaj Ugovor se sporazumom Ugovornih strana može produžiti i nakon isteka roka na koji je zaključen, u formi pisanog aneksa.

At the Lessor's request, the Lessee will give the Lessor the copies of expenses receipts for the costs borne by the Lessee, during the above visit.

1.4 The Lessor is the exclusive owner of the real estate, which is proven based on the corresponding ownership document copies attached hereto, which make an integral part of this Agreement.

1.5 Under penalty of perjury, the Lessor states that there are no legal or other circumstances which could prevent the conclusion of this Agreement or affect the Lessee's rights that arise here from; otherwise, the Lessor will be responsible for possible consequences and costs.

1.6 The Lessor agrees that the Lessee uses the real estate in accordance with all applicable statutory acts and bylaws.

2. AGREEMENT DURATION

2.1 This Agreement shall be concluded for a period of _____ months, starting from _____, up to _____ and shall come into force on the day of its signing by both Contracting parties.

2.2 This Agreement may be extended by mutual agreement of the Contracting Parties after the expiration of the term for which it was concluded, in the form of a written annex.

3. OTKAZ I RASKID UGOVORA

3.1 Svaka Ugovorna strana može jednostrano da otkáže ovaj Ugovor i pre isteka roka na koji je zaključen i u tom slučaju dužna je da obavesti drugu Ugovornu stranu o svojoj nameri, u pisanoj formi, uz poštovanje otkaznog roka od 30 (trideset) dana.

3.2 U slučaju prevremenog raskida ovog Ugovora od strane Zakupca, Zakupac će Zakupodavcu na ime unapred ugovorene kazne isplatiti iznos od _____ EUR.

3.3 U slučaju prevremenog raskida ovog Ugovora od strane Zakupodavca, Zakupodavac će Zakupcu na ime unapred ugovorene kazne isplatiti iznos od _____ EUR.

4. ZAKUPNINA

4.1 Zakupac je obavezan da plaća Zakupodavcu zakupninu za svaki mesec u iznosu od _____ EUR

4.2 Zakupninu iz stava 4.1 Zakupac će plaćati zakupninu mesečno unapred do _____ -og u mesecu. Zakupodavac je na dan potpisivanja ovog Ugovora primio iznos dogovorene zakupnine za period od _____ do _____, te se posebna priznanica neće sačinjavati.

4.3 Zakupac je dužan da preda zakupodavcu DEPOZIT u iznosu od _____ EUR. Depozit služi za obezbeđenje plaćanja troškova iz stava 5.1 ovog Ugovora, kao i za plaćanje eventualne štete koju Zakupac pričini na stanu i inventaru u stanu.

Ukoliko je nastala šteta veća od iznosa primljenog depozita, Zakupac se obavezuje da nadoknadi štetu u celosti. Zakupodavac svojim potpisom na ovom Ugovoru potvrđuje da je primio naveden iznos za depozit na dan potpisivanja ovog Ugovora, te se posebna priznanica neće sačinjavati.

3. AGREEMENT CANCELLATION AND TERMINATION

3.1 Each party may terminate this Agreement unilaterally before the end of its term, and in that case, the party terminating the Agreement must notify the other party about its intention in writing and with a 30 (thirty) day notice period.

3.2 In the event of early termination of this Agreement by the Lessee, the Lessee shall be obliged to pay the Lessor the amount of _____ EUR as a pre-agreed contractual penalty.

3.3 In the event of early termination of this Agreement by the Lessor, the Lessor shall be obliged to pay the Lessee the amount of _____ EUR as a pre-agreed contractual penalty.

4. RENT

4.1 The Lessee shall be obliged to pay the Lessor monthly rent in the amount of _____ EUR.

4.2 The rent mentioned under item 4.1 shall be paid by the Lessee in advance up to the _____ day of the month. On the day of signing this Agreement, the lessor received the amount of the agreed rent for the period from _____ to _____, and a special receipt will not be made.

4.3 The Lessee shall be obliged to give the Lessor a DEPOSIT in the amount of _____ EUR. The deposit shall serve as a guarantee for the payment of expenses referred to under Article 5.1 hereof, as well as for covering the costs of the possible damage caused by the Lessee to the apartment or the apartment inventory. In the event that the amount of the received deposit is not enough to cover the costs, the Lessee undertakes to cover the total amount of the damage. By signing this contract, the lessor confirms that he has received the stated amount for the deposit on the day of signing the contract, and a special receipt will not be made.

4.4 Nakon isteka zakupa i izmirenja svih obaveza i naknade eventualne štete od strane Zakupca, Zakupodavac je obavezan da depozit odnosno ostatak depozita vrati.

4.5 Za ugovoreni period iz člana 2. stav 2.1 ovog Ugovora, Zakupodavcu nije dozvoljeno da menja visinu mesečne zakupnine.

4.6 Porez po osnovu zakupa predmetne nepokretnosti snosi Zakupodavac.

5. OBAVEZE ZAKUPCA

5.1 Zakupac je dužan da redovno plaća sve prispele račune po osnovu utrošene električne energije, telefona, infostana, interneta, kablovske televizije, održavanje zgrade, od trenutka ulaska u zakupljenu nepokretnost, koje će, na zahtev, dati na uvid Zakupodavcu svakog meseca, kopijama plaćenih računa i dažbina.

5.2 Zakupac je dužan da se u toku redovnog korišćenja predmetne nepokretnosti ponaša sa pažnjom dobrog domaćina. Odgovoran je za štetu koja nastane usled njegove nepažnje, neadekvatnog rukovanja i upotrebe aparata, odnosno za štetu koja mu se može pripisati u krivicu, osim one štete do koje dolazi uobičajenim korišćenjem stvari.

5.3 Zakupac je odgovaran i za štetu koju prouzrokuju lica koja nekretninu koriste uz njegovu saglasnost.

5.4 Zakupac je dužan da vrši redovno čišćenje i održavanje predmetne nepokretnosti kao i manje popravke koje su neophodne za otklanjanje kvarova do kojih dolazi redovnim korišćenjem nepokretnosti.

5.5 Zakupac će koristiti predmetnu nepokretnost zajedno sa _____

_____ shodno njenoj nameni.

4.4 Upon the lease expiry, settlement of all obligations and payment of the possible damages by the Lessee, the Lessor shall be obliged to return the deposit, i.e. the remaining part of the deposit to the Lessee.

4.5 The Lessor shall not be allowed to change the monthly rent amount during the agreed period referred to in Article 2, paragraph 2.1 hereof.

4.6 Tax expenses for the lease of the subject real estate shall be borne by the Lessor.

5. LESSEE'S OBLIGATIONS

5.1 The Lessee shall be obliged to regularly pay all due bills for electricity, telephone, infostan, internet, cable TV, building maintenance, starting from the first day of using the leased real estate; at the Lessor's request, the Lessee shall be obliged to present the said bills and expenses.

5.2 During the regular use of the leased real estate, the Lessee shall be obliged to act with due diligence. The Lessee shall be responsible for all damages caused by the Lessee's negligence, inadequate handling and use of appliances, i.e. damages that are the Lessee's fault, except for the damage that is caused due to the regular use of things.

5.3 The Lessee shall also be responsible for the damage caused to the real estate by third parties that use the real estate with the Lessee's consent.

5.4 The Lessee shall be obliged to regularly clean the leased real estate and to maintain it in good condition, as well as to carry out smaller repairs necessary for the elimination of defects that occur due to regular use of the real estate.

5.5 The Lessee undertakes to use the subject real estate with _____ in accordance with its purpose.

Zakupac ne sme da menja namenu, vrši bilo kakve adaptacije ili prepravke koje menjaju suštinu nepokretnosti bez prethodne pismene saglasnosti Zakupodavca. Zakupac ne može davati predmetnu nepokretnost u podzakup bez prethodne pismene saglasnosti Zakupodavca.

5.6 Po prestanku ovog Ugovora (raskidu ili isteku) Zakupac je obavezan da preda stan u stanju u kojem ga je primio i da nadoknadi eventualnu štetu koja je nastala njegovim nemarnim postupanjem u skladu sa stavom 4.3 ovog Ugovora.

6. OBAVEZE ZAKUPODAVCA

6.1 Pre ulaska Zakupca u predmetnu nepokretnost Zakupodavac se obavezuje da izmiri sve račune dospеле za plaćanje neplaćenih dospelih računa do trenutka ulaska u nepokretnost.

6.2 Zakupodavac je dužan da preduzme sve redovne i vanredne velike popravke koje obuhvataju:

Otklanjanje oštećenja konstrukcije zgrade, sređivanje krovne konstrukcije, kao i popravke i održavanje elektro, vodovodne i kanizacione instalacije, grejne instalacije i oluka.

U hitnim slučajevima, popravke i održavanje nepokretnosti koje njemu padaju na teret mora da preduzme odmah, a inače tako da što redovnom korišćenju predmetne nepokretnosti.

6.3 U slučaju da Zakupodavac ne ispuni neku od obaveza navedenih u stavu 6.1, a prethodno je bio obavešten o oštećenjima i kvarovima, Zakupac je ovlašćen da uradi sve neophodne popravke kako bi se nepokretnost osposobila za korišćenje, a troškovi popravke biće oduzeti od zakupnine, na osnovu računa izvođača radova.

6.4 Zakupodavac se obavezuje da Zakupca i sva lica koja će sa njim zajedno da borave u nepokretnost prijavi kod nadležnog organa za prijavu prebivališta/boravišta na adresi predmetne nepokretnosti.

The Lessee must not changes its purpose, carry out any kind of adaptations or renovations which would change the essence of the real estate, without the previous written consent obtained from the Lessor. The Lessee cannot sublease the property in question without the prior written consent of the Lessor.

5.6 Upon the end of this Agreement (upon termination or expiry), the Lessee shall be obliged to return the apartment in the condition in which the Lessee received it and to bear all the costs of possible damages caused by the Lessee's negligent acts, as per item 4.3 hereof.

6. LESSOR'S OBLIGATIONS

6.1 Before the Lessee enters into the leased real estate, the Lessor undertakes to pay all due bills. The Lessee shall not be obliged to pay the unpaid bills due before the Lessee's entry into the real estate.

6.2 The Lessor shall be obliged to carry out all regular and extraordinary major repairs that include: building structure repairs, roof and truss repairs, as well as electricity, plumbing and sewage installation repairs, heating repairs and gutter repairs.

In urgent cases, the Lessor must act immediately with regard to the repairs and maintenance of the real estate for which the Lessor is responsible, and the same must be done in such a manner so as not to disturb the Lessee in his/her regular enjoyment and use of the leased real estate.

6.3 In the event that the Lessor fails to fulfill any of the obligations specified in Article 6.1, and has previously been notified about the damage and defects, the Lessee shall be authorized to carry out all necessary repairs so as to make the real estate fit for use, and the repair costs will be deducted from rent based on the contractors bills.

6.4 The Lessor shall be obliged to register the Lessee, together with all other persons that will stay the Lessee in the leased real estate at the address of the leased real estate, at the competent body for the registration of permanent/temporary residence.

7. OBAVEŠTENJA

7.1 Sve promene vezane za ovaj Ugovor su moguće i biće pravno valjane samo ukoliko su sačinjene u pisanoj formi (Aneks Ugovora) i ukoliko su uredno potpisane od strane obe Ugovorne strane.

7.2 Dogovorom ugovornih strana za vreme trajanja otkaznog roka Zakupodavac ima pravo u dogovoru sa Zakupcem da pokazuje predmetnu nepokretnost drugim zainteresovanim zakupcima uz najavu 2 (dva) dana unapred i uz obavezno prisustvo zakupca.

7.3 Prilikom ulaska i izlaska u posed nad nepokretnosti biće sačinjen zapisnik o primopredaji nepokretnosti, koji čine sastavni deo ovog Ugovora.

8. NADLEŽNOST U SLUČAJU SPORA I ZAVRŠENE ODREDBE

8.1 Na sve situacije koje nisu regulisane ovim Ugovorom primenjivaće se odredbe Zakona o obligacionim odnosima.

8.2 Ugovorne strane su saglasne da sve nesporzume koje eventualno proisteknu iz ovog Ugovora rešavaju mirnim putem, sporazumno. Ukoliko takav način rešavanja nesporzuma nije moguć, Ugovorne strane su saglasne da spornu situaciju rešava stvarno i mesno nadležan sud u Beogradu.

8.3 Ovaj Ugovor stupa na snagu na dan potpisivanja od obe Ugovorne strane.

8.4 Ovaj ugovor je napravljen u 3 (tri) istovetna primerka, po 1 (jedan) primerak za svaku Ugovornu stranu i jedan za agenciju za nekretnine.

ZAKUPODAVAC / LESSOR:

1. _____

7. NOTICES

7.1 All amendments to this Agreement shall be possible and legally effective only if they are made in writing (Annex to this Agreement) and if they are duly signed by both Contracting parties.

7.2 The Contracting parties agree that, during the notice period, the Lessor shall be entitled to show the subject real estate to other interested Lessees, as agreed with the Lessee; the Lessor must notify the Lessee about the visit 2 (two) days in advance and the Lessee must be present during the showing.

7.3 Upon the Lessee's entry into and exit from the real estate, a Handover Certificate will be drawn up which will be considered an integral part of this Agreement.

8. DISPUTE JURISDICTION AND FINAL PROVISIONS

8.1 All matters not regulated under this Agreement shall be governed by the provisions of the Contractual Obligations Act.

8.2 The Contracting parties agree to amicably settle all disputes that arise here from. In the event that they fail to do so, the Contracting parties agree to settle the dispute before a locally competent court in Belgrade.

8.3 This Agreement shall enter into force on the day of its signing by both Contracting parties.

8.4 This Agreement is made in 3 (three) identical copies, 1 (one) copy for each Contracting part, and one for real estate agency.

ZAKUPAC / LESSEE:

2. _____