

Na osnovu člana 595. Zakona o obligacionim odnosima ("Sl. list Crne Gore", br. 47/08 od 07.08.2008, 04/11 od 18.01.2011) dana 09.05.2023. godine u Podgorici, zaključuje se sledeći

## UGOVOR O ZAKUPU

Između:

\_\_\_\_\_ iz \_\_\_\_\_ sa matičnim brojem \_\_\_\_\_ (u daljem tekstu: Zakupodavac)

\_\_\_\_\_ iz \_\_\_\_\_ sa pasošem broj \_\_\_\_\_ (u daljem tekstu: Zakupac)

## OPŠTE ODREDBE

### Član 1.

Predmet ovog ugovora je izdavanje u zakup nepokretnosti stana, u vlasništvu Zakupodavca, koji se nalazi na adresi: Podgorica, \_\_\_\_\_ (u daljem tekstu Stan)

### Član 2.

Stan će se koristiti za potrebe stanovanja i izdaje se namješten.

### Član 3.

Sastavni dio ovog Ugovora čine i fotografije nepokretnosti, sačinjene na dan primopredaje predmetne nepokretnosti Zakupcu, u kojem će biti jasno slikan inventar i stanje nepokretnosti u slučaju potrebe. Slike će služiti kao garancija postojanja i stanja predatih stvari Zakupcu, kao i čitavog stana, i na osnovu istih će se izvršiti primopredaja Zakupodavcu po prestanku važenja ovog ugovora.

## TRAJANJE UGOVORA I FINANSIJSKE ODREDBE

### Član 4.

Ovaj ugovor se zaključuje na period od godinu dana, sa mogućnošću produžavanja i počinje teći dana 09.05.2023. godine.

Zakupac se obavezuje da će najkasnije 30 dana prije isteka perioda zakupa pismenim putem obavijestiti Zakupodavca o eventualnoj namjeri da produži trajanje

According to the Article 595 of the Obligations Law ("Off. Gazette of Montenegro", no. 47/08 from 07.08.2008, 04/11 from 18.01.2011), on 09 May 2023 in Podgorica, concludes the following

## RENTAL AGREEMENT

Between:

\_\_\_\_\_ from \_\_\_\_\_ with personal number \_\_\_\_\_ (hereinafter Landlord)

\_\_\_\_\_ from \_\_\_\_\_ with passport \_\_\_\_\_ (hereinafter: Tenant)

## GENERAL CONDITIONS

### Article 1.

The subject of this contract is the lease of real estate apartment, owned by the Landlord, which is situated at the address: Podgorica, \_\_\_\_\_ (hereinafter referred to as the apartment)

### Article 2.

Apartment will be used for living and is leased furnished.

### Article 3.

The pictures deed are part of this contract and are made at the day of delivery of the subject real estate to the Tenant, containing detailed pictures of inventory and condition of the premises and things, in case of need. The pictures shall serve as the warranty evidencing the existence and condition of the things delivered to the Tenant, as well as of the whole apartment, and based on which it will be performed the delivery to the Landlord after the expiration of this contract validity.

## DURATION AND FINANCIAL PROVISIONS

### Article 4.

This contract is concluded for the period of one year, with possibility of prolongation starting from 09 of May 2023.

The Tenant undertakes to notify the Landlord in writing by not later than 30 days before the end of the lease period of possible intention to extend the lease, whereupon the Landlord will decide whether to negotiate

zakupa, u kom slučaju će Zakupodavac odlučiti da li će pristupiti pregovorima sa Zakupcem i pod kojim uslovima bi zakup bio produžen.

#### Član 5.

Mjesečna neto zakupnina za izdavanje stana iznosi \_\_\_\_\_ (slovima: \_\_\_\_\_) eura, koja se plaća mjesečno unaprijed, svakog 09-og u mjesecu, sa mogućim kašnjenjem od 5 dana, za sledeći mjesec.

#### Član 6.

U cijenu zakupa nisu uračunati troškovi računa:

- naknada za utrošak električne energije
- internet i televizija
- čistoća
- voda i kanalizacija
- održavanje ulaza

Zakupac se obavezuje da plaća račune do svakog 25-og u mjesecu.

#### Član 7.

Zakupac je platio depozit u visini mjesečne zakupnine, u iznosu od \_\_\_\_\_ EUR, koji će biti vraćen do završne primopredaje stana.

U slučaju bilo kakvih oštećenja koje uzrokuje Zakupac svojom vlastitom greškom, a u cilju pokrića eventualno neplaćenog zakupa, neizmirenih troškova nastalih po osnovu ovog Ugovora, ugovorne kazne, ili štete pričinjene od strane Zakupca, Zakupodavac ima pravo da kompenzuje iznos iz depozita uplaćenog za popravak štete. U slučaju da su procenjena šteta i troškovi učinjeni od strane Zakupca veći od uplaćenog depozita, Zakupac je dužan da nadoknadi štetu i troškove u roku od 8 dana od saznanja Zakupca za iste.

U slučaju da Ugovor o zakupu bude raskinut od strane Zakupodavca usled kršenja od strane Zakupca, depozit će biti zadržan od strane Zakupodavca u svrhu naknade štete i troškova, i samo u obimu potrebnom da se nadoknadi šteta i troškovi, bez ograničenja korišćenja drugih prava i pravnih sredstava.

Depozit će biti zadržan u cjelosti u slučaju da Zakupac prestane sa zakupom stana prije isteka roka trajanja ugovora.

#### Član 8.

Zakupac će platiti dodatne troškove u iznosu od 2% mjesečne zakupnine ukoliko kasni sa plaćanjem zakupnine više od 5 dana od dana dospeljaća.

U slučaju da se zakupnina ne plati na datum dospeljaća, ili ukoliko Zakupac ne ispunjava sve obaveze prema ovom Ugovoru Zakupodavac ima pravo da putem pismenog obavještenja traži od zakupca ispunjenje obaveza.

it with the Tenant and under which conditions the lease would be extended.

#### Article 5.

Monthly NET rent for this apartment is \_\_\_\_\_ (\_\_\_\_\_) Euros, which is paid in advance monthly, on 09. each month, with possible delay of 5 days, for the next month.

#### Article 6.

The rent does not include expenses of the following bills:

- electricity fee
- internet and TV
- garbage disposal
- water fee
- maintenance

The Tenant undertakes to pay the bills by the 25<sup>th</sup> of each month.

#### Article 7.

The Tenant paid a deposit at a rate of monthly rent, in the amount of \_\_\_\_\_ EUR, which will be returned by the final handover of the apartment.

In case of any material damages caused by the tenant due to his own fault, in order to provide coverage for any unpaid rents and unsettled expenses arising from this Agreement, liquidated damages or damage caused by the Tenant, Landlord has the right to offset the amount of deposit paid to repair the damage. In case damages and expenses amount to more than the given deposit, the Tenant is obliged to cover those damages and expenses in time period no longer than 8 days from the day the Tenant became familiar with them.

If the Lease Agreement is terminated by the Landlord due to the Tenant's default, then the Security Deposit/Bank Guarantee and promissory notes, shall be retained by the Landlord and applied against its damages and costs, and only in the amount needed for the compensation of the damages and the costs, without limiting its other rights and remedies.

Deposit shall be retained by the Landlord in case the Tenant cancels the rent of this apartment before the expiration date of the contract.

#### Article 8.

The Tenant shall pay the additional expenses amounting 2% of the monthly rent if there is a delay in rent payment for more than 5 days from the due date.

In case the rent is not paid at the due date or if the Tenant does not fulfill all obligations as per this Contract, the Landlord is entitled to ask, by means of written notice, from the Tenant to fulfill its obligations.

If, after 5 days from the day of that notice receipt the

Ako, nakon 5 dana od prijema tog obavještenja Zakupac ne ispuni te obaveze Zakupodavac ima pravo da uradi sledeće: otkáže ugovor o zakupu, preuzme predmetnu nekretninu, potražuje neplaćene zakupnine, kao i druge naknade predviđene ovim Ugovorom, uključujući i nanijetu štetu usled kršenja.

## **PRAVA I OBAVEZE ZAKUPCA**

### **Član 9.**

Prije ulaska u stan, zakupac će provjeriti prostorije i opremu kako bi se uvjerio da su odgovarajuće i ispravne u pogledu svrhe za koje se izdaju.

Nakon izvršene primopredaje, Zakupac je dužan da, ukoliko primijeti bilo kakav nedostatak ili nepravilnost u stanu, a koji nije konstatovan u primopredajnoj listi, u roku od 72 sata od preuzimanja stana, isti prijavi Zakupodavcu.

### **Član 10.**

Zakupac se obavezuje da održava stan u dobrom stanju i da u istom vrati nakon isteka ugovora o zakupu.

Zakupac će odmah obavijestiti Zakupodavca o bilo kakvoj opravci koja bude potrebna.

Zakupac će biti odgovoran za troškove zamjene ili opravke šteta ili kvarova koje je sam izazvao (zamjena potrošnog materijala, kao i štete i kvarovi izazvane nepravilnom upotrebom aparata ili direktnim fizičkim oštećenjem izazvanim od strane Zakupca).

Zakupac se obavezuje da održava sve vodovodne cijevi kako bi bile slobodne bez mogućnosti blokade ili začepljenja.

Zakupac će koristiti sve električne i kanalizacione uređaje u skladu sa njihovom namjenom.

### **Član 11.**

Zakupac neće vršiti ponovno modeliranje ili strukturalne promjene u stanu.

Ukoliko bude želio da okači slike ili ostale ukrase koje zahtijevaju postavljanje kuka, oznaka, eksera u vrata, zidove, plafone ili pod, to će biti obavljeno uz prethodno pismeno odobrenje Zakupodavca.

Zakupac prihvata da bilo kakva poboljšanja izvršena od njegove strane u predmetnom stanu ostanu kod Zakupodavca po isteku ovog ugovora, ukoliko drugačije nije ugovoreno.

Zakupac nema pravo da ukloni bilo koje takvo poboljšanje osim ukoliko to Zakupodavac ne zahtijeva u pisanoj formi, niti da od Zakupodavca potražuje bilo kakvu nadoknadu u pogledu istog.

Tenant does not fulfill those obligations the Landlord shall be entitled to perform the following: cancel the lease contract, take the subject real estate over, ask for unpaid rents as well as other fees provided by this Contract, including the damage caused due to violation.

## **RIGHTS AND OBLIGATIONS OF THE TENANT**

### **Article 9.**

Before entering the apartment, the Tenant shall inspect the premises and equipment in order to make sure they are appropriate and in order as regards the purpose they are rented for.

Upon completion of delivery, the Tenant is obliged, in case he notices any irregularities and failure in the apartment which has not been stated in the handover deed, within 72 hours from the apartment take over, to inform the Landlord.

### **Article 10.**

The Tenant is obliged to maintain the apartment in good condition and to return it in the same condition upon the expiration of the lease contract.

The Tenant shall immediately inform the Landlord on any necessary repair.

The Tenant shall be responsible for the expenses of replacement and repair of malfunctions or damages caused by him (replacement of consumable material as well as damage and failures caused by the irregular usage of devices or by direct physical damage caused by the Tenant).

The tenant is obliged to maintain all water pipes free in order not to be blocked or clogged.

The tenant shall use all electrical and sewerage devices according to their purpose.

### **Article 11.**

The tenant shall not perform remodeling or structural changes in the apartment.

If he wishes to hang pictures or other ornaments requiring placing of hooks, marks, nails in doors, walls, ceiling or floor, it shall be performed with prior written approval of the Landlord.

The Tenant accepts any improvements made by him in the subject apartment to be left at the Landlord upon the expiration of this contract, if otherwise not agreed.

The Tenant has no right neither to remove any such improvement unless it is required by the Landlord in written form nor to ask for any compensation with reference to it.

The Tenant agrees to repair any damage caused by such removal and to compensate any expenses regarding it.

Zakupac je saglasan da popravi štetu nastalu usled takvog uklanjanja i nadoknadi sve troškove istog.

#### Član 12.

Zakupac će stan držati čistim i urednim.

Zakupac je saglasan da koristi stan u skladu sa njegovom namjenom, odnosno za stanovanje, te neće dozvoliti upotrebu imovine u bilo koje druge svrhe osim navedenih.

Zakupac nema pravo izdavati stan u podzakup trećem licu.

#### Član 13.

Zakupac će poštovati kućni red ulaza.

Zakupac neće stvarati nikakve neprijatnosti i zahtjevaće od osoba koje se nalaze u stanu da se ponašaju u skladu sa zakonom.

#### Član 14.

Zakupac će dozvoliti eventualnom budućem zakupcu ili kupcu da pogleda spoljašnjost i unutrašnjost stana tokom razumnih časova, za vrijeme trajanja otkaznog roka.

#### Član 15.

Zakupac će ispuniti sve zahtjeve u pogledu lokalne registracije za stanovanje i obezbijediti dokumentaciju u vezi sa istim.

#### Član 16.

Držanje životinja nije dozvoljeno.

#### Član 17.

Zakupac nije obavezan da nakon napuštanja, okreći stan u slučaju normalnog habanja stana. Krećenje je obavezno u slučajevima mehaničkih oštećenja zidova i boje, takođe u slučaju držanja kućnih ljubimaca bez dozvole i pismene saglasnosti Zakupodavca.

Zakupac je obavezan da pri završnoj primopredaji stana Zakupodavcu vrati stan očišćen.

### PRAVA I OBAVEZE ZAKUPODAVCA

#### Član 18.

Zakupodavac odgovara za vjerodostojnost podataka o predmetnoj nepokretnosti.

Zakupodavac je dužan omogućiti Zakupcu nesmetano korišćenje stana, u skladu sa njegovom namjenom.

Zakupodavac ima pravo obići stan radi provere stanja

#### Article 12.

The tenant is obliged to keep the apartment clean.

The Tenant agrees to use the apartment according to its purpose, that is, for living, and shall not allow usage of property for any other purposes.

The tenant does not have right to sublet the apartment to a third person.

#### Article 13.

The Tenant shall obey the house rules.

The Tenant shall not make any inconveniences and shall demand from the persons in the apartment to behave according to the law.

#### Article 14.

The Tenant shall allow its possible future tenant or buyer to inspect the exterior and interior of the apartment during the reasonable hours, in the course of the period of notice.

#### Article 15.

The Tenant shall fulfill all demands regarding the local registration for living and provide documentation with reference to it.

#### Article 16.

Keeping animals is not allowed.

#### Article 17.

The tenant is not obliged to paint the apartment, after leaving in the case of normal wearing of the apartment. Paint is obligatory only in the cases of mechanical damages walls and color, and in the case of keeping animals contrary to this agreement.

The Tenant is obliged to leave a clean apartment upon the final handover to the Landlord.

### RIGHTS AND OBLIGATIONS OF THE LANDLORD

#### Article 18.

The Landlord is responsible for credibility of data as regards the subject real estate.

The Landlord is obliged to provide to the Tenant uninterrupted usage of the apartment, according to its purpose.

jednom mjesečno uz prethodnu najavu od najmanje 24h.

## Član 19.

Zakupodavac će biti odgovoran i dužan da snosi troškove zamjene ili opravke štete ili kvarova koje nije izazvao Zakupac, a koje su uslijedile usled dotrajalosti aparata, opreme, ili vodovodnih, kanalizacionih cijevi ili električne instalacije i iste biti dužan da otkloni u najkasnijem roku od 48 časova.

U slučaju da Zakupodavac ne obezbedi stvari dogovorene predugovorom/ugovorom ili ne popravi kvarove iz člana 19, Zakupac može o sam ispuniti ove obaveze i odbiti trošak od naredne kirije.

## RASKID UGOVORA

### Član 20.

Ovaj ugovor se može raskinuti:

- Pismenim Sporazumom Zakupodavca i Zakupca
- Pismenim Otkazom Zakupodavca ili Zakupca,
- u drugim slučajevima utvrđenim zakonom.

Ugovor se može jednostrano raskinuti dostavljanjem obavještenja o jednostranom raskidu u pismenom obliku, uz poštovanje otkaznog roka od 30 dana.

## RELAZNE I ZAVRŠNE ODREDBE

### Član 21.

Izmjene i dopune uslova iz ovog ugovora mogu se vršiti samo u pisanoj formi.

### Član 22.

U slučaju spora po ovom Ugovoru, u nemogućnosti postizanja sporazuma, nadležan je Osnovni sud u Podgorici.

### Član 23.

Ovaj ugovor je sačinjen u 3 (tri) primjeraka.

### Član 24.

Osobe koje potpisuju ovaj ugovor o zakupu garantuju da imaju ovlašćenje, da su ga pročitale i razumjele, kao i da su potpisale dobrovoljno.

The Landlord has right to visit the apartment for inspection once per month with previous announcement at least 24h beforehand.

## Article 19.

The Landlord shall be responsible and obliged to bear expenses of replacement and damage repair not caused by the Tenant, and which have resulted from the obsolescence of devices, equipment or water, sewerage pipes or electrical installations and to remove them within 48 hours.

In case Landlord does not provide things agreed upon in the precontract/contract or does not fix the damages from article 19, Tenant may fulfill these obligations and deduct those expenses from the next rent.

## CONTRACT TERMINATION

### Article 20.

This contract may be terminated:

- By written agreement between the landlord and the tenant
- By written cancellation from the landlord or the tenant
- other cases defined by the law.

The contract may be unilaterally terminated by sending a notice in written form, against the 30 days notice.

## TRANSITIONAL AND FINAL PROVISIONS

### Article 21.

Amendments of conditions of this contract may be performed in written form only.

### Article 22.

In case of a dispute as per this contract, which may not be resolved by agreement, Basic court in Podgorica is in charge.

### Article 23.

This contract is made in 3 (three) copies.

### Article 24.

Persons signing this contract guarantee to be authorized, that have read and understood it, and signed it voluntarily.

Landlord

Zakupodavac

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Zakupac

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Tenant

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