

<p>_____ iz Beograda, _____</p> <p>JMBG: _____</p> <p>Lična karta: _____</p> <p>kao Zakupodavac, (u daljem tekstu: <b>Zakupodavac</b>),</p> <p style="text-align: center;">i</p> <p>_____ iz _____, Pasoš broj _____, izdato od: _____, kao Zakupac (u daljem tekstu: <b>Zakupac</b>),</p> <p>zaključuju u Beogradu dana _____ godine sledeći</p> <p style="text-align: center;"><b>UGOVOR O ZAKUPU STANA</b></p> <p style="text-align: center;"><b>Član 1.</b></p> <p style="text-align: center;"><b>Predmet zakupa</b></p> <p>Predmet ovog Ugovora o zakupu stana je nepokretnost u svojini Zakupodavca, označena kao:</p> <p><b>stan broj _____ korisne površine _____m2 u Beogradu</b></p> <p><b>Ulica:</b> _____</p> <p><b>Opština:</b> _____</p> <p>Ugovor ima sledeće priloge:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;"><b>Član 2.</b></p> <p style="text-align: center;"><b>Period zakupa i stupanje u posed</b></p> <p>Ovaj Ugovor se zaključuje na određeno vreme. Utvrđuje se period zakupa od _____ sa početkom zakupa od _____ do _____.</p> <p>Ukoliko Zakupac obavesti Zakupodavca o produženju zakupa najkasnije jedan mesec pre isteka roka na koji je ovaj Ugovor zaključen, a Zakupodavac na to da svoj pristanak pismeno, ugovorne strane će zaključiti aneks ovog Ugovora i utvrditi novi rok i druge uslove zakupa, osim zakupnine, koja ostaje ista.</p> <p>Po isteku roka na koji je ovaj Ugovor zaključen, Zakupac će imati status bespravno useljenog lica u stan.</p>	<p>_____ from Belgrade, _____</p> <p>JMBG: _____</p> <p>Government ID: _____,</p> <p>as Landlord (hereinafter: <b>Landlord</b>),</p> <p style="text-align: center;">and</p> <p>_____ from _____ Passport number: _____, Issued by: _____, as Tenant (hereinafter: <b>Tenant</b>),</p> <p>have decided on _____ in Belgrade, into the following</p> <p style="text-align: center;"><b>APARTMENT LEASE CONTRACT</b></p> <p style="text-align: center;"><b>Article 1.</b></p> <p style="text-align: center;"><b>Object of the Lease</b></p> <p>Object of this Apartment Lease Contract is the real estate owned by the Landlord, which is specified as:</p> <p><b>Flat no. _____ net floor area of _____m2 in Belgrade</b></p> <p><b>Street:</b> _____</p> <p><b>Municipality:</b> _____</p> <p>The Contract has the following exhibitions:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;"><b>Article 2.</b></p> <p style="text-align: center;"><b>Term of the Lease and Takeover of its Possession</b></p> <p>This Contract is made for a fixed duration. The lease period is fixed to _____ starting from the _____ and terminating by the _____.</p> <p>If the Tenant informs the Landlord of continuation of the lease at least one month before the termination of its term, and the Landlord accepts it, the parties will make an annex of this Contract providing for new duration and other terms and conditions of the lease, with exception of the rental fee, which shall remain the same.</p> <p>After expiry of the term period from this Contract, the Tenant will have the status of an illegal holder of the Apartment.</p>
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### Član 3.

#### Zakupnina i depozit

Utvrđuje se mesečna zakupnina u iznosu od \_\_\_\_ EUR.

Plaćanje zakupnine će se vršiti od \_\_ do \_\_ dana u mesecu za tekući mesec, počevši od \_\_\_\_ . Mesto plaćanja će biti utvrđivan svakog meseca.

Zakupac će na dan potpisivanja ovog ugovora platiti Zakupodavcu iznos od \_\_\_\_ EUR na ime depozita za obezbeđenje svih obaveza po ovom Ugovoru (zakupnina, troškovi nastali korišćenjem Stana kao i troškovi eventualnih popravki koje je izazvao Zakupac nepravilnom upotrebom uređaja i instalacija, uključujući i eventualnu obavezu naknade prouzrokovane štete od strane Zakupca na Stanu ili pokretnim stvarima u njemu).

Svojim potpisom na ovom ugovoru zakupac potvrđuje da je primio gore naznačeni iznos na ime depozita.

Depozit iz prethodnog stava će biti vraćen Zakupcu u roku od 3 dana od dana prestanka zakupa i predaje Stana u državinu Zakupodavcu, pod uslovom da su Stan, instalacije, uređaji i pokretne stvari u stanju u kojem su bili u trenutku početka zakupa, izuzimajući promene nastale usled redovne upotrebe i protoka vremena i da je Zakupac izvršio sva plaćanja Zakupodavcu i trećim licima za koja je po ovom Ugovoru obavezan.

Zakupodavac može da zadrži ceo ili deo depozita, zavisno od visine neisplaćene Zakupnine, visine neplaćenih troškova redovnog korišćenja Stana, visine troškova neplaćenih eventualnih popravki koje je izazvao Zakupac nepravilnom upotrebom uređaja i instalacija, a koje su nastale u toku redovnog korišćenja Stana, kao i visine neisplaćene nastale štete na Stanu, za koje odgovara Zakupac kao i ukoliko Zakupac izadje iz stana pre isteka Ugovorne obaveze.

Po obračunu eventualne štete i izmirenju svih obaveza, Zakupodavac je u obavezi da preostali iznos deponovanog novca vrati Zakupcu u utvrđenom roku, bez kamate.

### Član 4.

#### Obaveze i prava Zakupodavca

Zakupodavac ce obavezuje da:

- obezbedi Zakupcu mirno korišćenje Stana, koje uključuju privatnost Zakupca u vezi sa korišćenjem sigurnosnog sistema u stanju;
- prijavi prebivalište Zakupca sa porodicom na adresi njihovog stanovanja

### Article 3.

#### Rental fee and Deposit

The monthly rental fee is fixed to \_\_\_\_ EUR.

The rental fees payments shall be made from \_\_ to \_\_ day in month for that month, starting from \_\_\_\_ . The place of payment will be determined monthly.

The Tenant shall pay to the Landlord, the amount of \_\_\_\_ EUR aimed to provide security for all obligations from this Contract (rental fee, expenses stemming from the use of the Apartment, costs of possible repairs caused by irregular use of devices and installations by the Tenant, including also a possible liability of the Tenant to indemnify damages caused to the Apartment or furnishings in it.

By signing this contract, the tenant confirms that he has received the above-mentioned amount as a deposit.

The deposit from the precedent paragraph shall be given back to the Tenant within 3 days from termination of the lease and return of possession of the Apartment to the Landlord, subject to the condition that the Apartment, installations, devices and furnishings were in condition they had at the moment of commencement of the lease, with exception of changes caused by over time and their regular tear and wear, and that the Tenant made all payments to the Landlord and third persons for which he is liable under this Contract.

The Landlord can retain entire deposit or its portion depending on the amount of the unpaid rental fee, unpaid expenses of the regular use of the Apartment, unpaid costs of possible repairs caused by irregular use of devices and installations which occurred during the regular use of the Apartment, as well as of the amount of unpaid indemnity for damages caused to the Apartment, for which the Tenant is liable and if the Tenant leaves the apartment before the end of the lease contract.

After determination of possible damages and payment of all obligations, the Landlord shall give the remaining amount of the deposit back to the Tenant, within the said term, without interest.

### Article 4.

#### Landlord's Obligations and Rights

The Landlord undertakes:

- to ensure undisturbed use of the Apartment by the Tenant, including the privacy of use of the security system in the Apartment by the Tenant;

- održava Stan u dobrom stanju (investiciono održavanje);
- izvrši popravke kvarova nastalih usled delovanja više sile ili za koje Zakupac nije odgovoran, u roku 48 sati (hitne popravke), odnosno unutar nedelju dana za ostale popravke, a u protivnom popravke može organizovati Zakupac na teret Zakupodavca.

Zakupodavac ima pravo da obilazi Stan, uz prethodnu najavu od 4 dana Zakupcu, najmanje jednom mesečno. Posete će biti upriličene samo uz prisustvo Zakupca ili njegovog predstavnika.

### Član 5.

#### Obaveze Zakupca

Zakupac se obavezuje da:

- redovno plaća zakupninu u skladu sa članom 3. ovog Ugovora;
- da redovno plaća mesečne režije ( grejanje, struja, voda, internet) ;
- koristi Stan samo u svrhu stanovanja;
- se pridržava kućnog reda u zgradi;
- održava Stan redovno (tekuće održavanje), te čuva stvari koje su mu poverene na korišćenje a popisane u Prilogu 1, materijalno odgovara za nastale štete i kvarove koji proizlaze iz nemarnog ponašanja ili pogrešnog rukovanja kućnim aparatima (sve štete nastale krivicom Zakupca snosi i plaća Zakupac);
- neće vršiti prepravke, adaptacije niti bilo kakve izmene u Stanu i pokretnih stvari u njemu bez prethodne pismene saglasnosti Zakupodavca;
- neće izdati Stan u podzakup niti primiti na stanovanje druga lica, bez prethodne pismene saglasnosti Zakupodavca;
- u slučaju oštećenja, kvarova kao i o postojanju opasnosti od nastanka materijalne štete o tome odmah obavesti Zakupodavca;
- po završetku zakupa, da preda Stan Zakupodavcu slobodan od osoba i Zakupčevih ličnih stvari, a u stanju u kojem ga je primio, ne uzimajući u obzir promene usled redovne upotrebe objekta i stvari koje su mu date na korišćenje (uobičajeno habanje).

Zakupac je dužan da obavesti Zakupodavca o boravku svih stranih državljana, najmanje 48 sati pre njihovog dolaska, kako bi Zakupodavac mogao blagovremeno da prijavi boravak stranaca u Stanu nadležnoj policijskoj stanici.

- to notify the residence of the Tenant and his family at the address of housing
- to maintain the Apartment in good order (the extraordinary maintenance);
- to repair breakdowns caused by force majeure or without fault of the Tenant, within 48 hours (urgent repairs), that is within seven days for other repairs, otherwise the repairs may be arranged by the Tenant on the Landlord's burden.

The Landlord has the right to visit the Apartment at least once a month, upon 4-days' notice to the Tenant. The visits will be arranged only in the presence of the Tenant or his representative.

### Article 5.

#### Tenant's Obligations

The Tenant undertakes:

- to pay regularly the rental fee in accordance with the Art. 3. of this Contract;
- to pay regularly monthly expenses (heating, electricity, water, internet);
- to use the Apartment only for housing purposes;
- to respect the rules of the housing building;
- to provide for the ordinary maintenance of the Apartment, to keep in good order the furnishings entrusted him for use and listed in the Exhibit 1, to be materially responsible for damages and breakdowns caused by negligent use of devices (all damages caused by the Tenant's fault shall be borne and paid by him);
- to abstain from alterations and any adaptation of the Apartment without prior written consent of the Landlord;
- to abstain from subletting of the Apartment or making it available for housing to other people, without prior written consent of the Landlord;
- to inform immediately the Landlord in case of damages, breakdowns or perils of material damages;
- after termination of the lease, to return possession of the Apartment to the Landlord, free of persons and his personal things, in condition in which it was received, apart from changes caused by regular use of the real estate and furnishings which were entrusted to the Tenant for use (normal tear and wear).

The Tenant is obliged to inform the Landlord of the stay of all foreign citizens, at least 48 hours before their arrival, so

Prijavljeni boravak dozvoljen je samo dok ugovor traje. Ugovor, kada istekne Ugovor ističe i prijava boravka na ugovornoj adresi.

#### **Član 6.**

##### **Raskid i otkaz Ugovora**

Zakupodavac može jednostrano otkazati ovaj Ugovor iz opravdanih razloga, uz poštovanje otkaznog roka od 30 dana, vraćanje srazmernog dela Zakupnine koja je plaćena i iznosa primljenog na ime depozita, umanjeno za sve troškove koje Zakupac nije platio, a koje je po ovom ugovoru dužan da plati, kao i eventualnu štetu koja je pričinjena na stanu i stvarima u njemu.

U slučaju da Zakupac želi da raskine ugovor pre isteka roka od godinu dana, Zakupodavac ima prava da zadrži iznos koji je plaćen na ime depozita.

U slučaju da Zakupac grubo krši svoje obaveze preuzete ugovorom, Zakupodavac može jednostrano da ga raskine i pre isteka roka na koji je zaključen, saopštenjem Zakupcu otkaza ugovora s otkaznim rokom od 120 sati i uz pravo zadržanja iznosa primljenog na ime depozita, a naročito ako Zakupac:

- koristi zakupljeni Stan ili njegov deo protivno njegovoj nameni ili u svrhe za koje ne postoji saglasnost Zakupodavca,
- prouzrokuje štetu na Stanu grubom nepažnjom ili namerno,
- krši ostale odredbe ovog Ugovora (neplaćanje zakupnine u ugovorenom roku, izdavanje Stana u podzakup, upotreba stvari u Stanu protivno svrsi kojoj služe, uzrokovanje štete na Stanu i stvarima u njemu)
- ne plaća o dospelosti troškove redovnog korišćenja Stana, koje je po ovom ugovoru dužan da snosi, u kom slučaju je dužan da Zakupodavcu zajedno sa zakupninom plati i ugovornu kaznu u iznosu od 150,00 EUR,
- koristi Stan za aktivnosti koje podležu krivičnoj odgovornosti.

Zakupac može da otkáže zakup pre njegovog isteka, o čemu je dužan da pismenim putem obavesti Zakupodavca, bez primene otkaznog roka od 30 dana, ukoliko korišćenje Stana za redovnu namenu postane nemoguće usled više sile. U slučaju otkaza Ugovora pre njegovog isteka od strane Zakupca usled više sile ili neotklonjivih nedostataka na Stanu koji se ne mogu pripisati u krivicu Zakupcu, zbog čega dalje neometano korišćenje Stana nije moguće ili je tesko izvodljivo, Zakupodavac je dužan da Zakupcu vrati iznos primljen na ime depozita, umanjeno za sve troškove koje Zakupac nije platio, a koje je po ovom ugovoru dužan

that the Landlord may timely notify the stay of foreigners to the competent police station.

Address registration is valid only while the contract lasts. When the contract expires, the residence registration at the contractual address also expires.

#### **Article 6.**

##### **Rescission and Cancellation of the Contract**

The Landlord may cancel this Contract unilaterally for justified reasons, upon 30-days cancellation notice and return of both the proportional part of the Rental fee, if paid, and the deposit received, after deduction of all expenses not paid by the Tenant, for which the Tenant is liable under this Contract, and indemnification of possible damages caused to the Apartment and furnishings in it.

In case that the Tenant wants to terminate the contract before the expiration of the one-year term, the Landlord has the right to keep the amount paid for the deposit.

In case of serious violations of the contractual obligations by the Tenant, the Landlord may rescind this Contract unilaterally before expiry of its term, by giving 120-hours rescission notice to the Tenant, and including the right of retention of the amount received in deposit, and in particular if the Tenant:

- uses the Apartment or its portion contrary to its purpose or for purposes for which is missing the Landlord's consent,
- causes damages to the Apartment, intentionally or by gross negligence,
- violates other obligations from this Contract (doesn't pay the rental fee in due time, subletting of the Apartment, improper use of furnishings, causing damages to the Apartment and furnishings)
- does not pay in due time the expenses of the regular use of the Apartment, which he must bear under this Contract, in which case is obliged to pay to the Landlord, together with the rental fee, the contractual penalty of 150,00 EUR,
- uses the Apartment for activities subject to the penal liability.

The Tenant may cancel the lease before its expiry, upon obligatory cancellation notice given to the Landlord, without application of the 30-days cancellation term, if the use of the Apartment for the regular purposes becomes impossible because of force majeure. In case of cancellation of the Contract by the Tenant before its expiry because of force majeure or irremediable defects of the Apartment, for which the Tenant is not guilty, which make its utilisation impossible

da plati, kao i eventualnu nenadoknađenu štetu koja je pričinjena na Stanu i stvarima u njemu.

Zakupac će Zakupodavcu dozvoliti pokazivanje Stana budućim interesentima u periodu trajanja otkaznog roka, uz obavezu da o datumu i vremenu posete obavesti Zakupca najmanje četiri dana unapred.

U slučaju prodaje stana Zakupodavac je u obavezi da obavesti novog vlasnika o postojanju ovog ugovora i pravu Zakupca na zakup u ugovorenom trajanju.

U slučaju da Zakupodavac odluči da proda Stan bilo kada u toku trajanja zakupa, Zakupac je dužan da Zakupodavcu dozvoli da Stan pokazuje interesentima najmanje jednom mesečno, a Zakupodavac je dužan da o datumu i vremenu posete obavesti Zakupca najmanje četiri dana unapred. Posete će biti upriličene samo uz prisustvo Zakupca ili njegovog predstavnika.

#### **Član 7.**

##### **Završne odredbe**

Ugovorne strane su pročitale i razumele ovaj ugovor, te ga u znak zaključenja svojeručno potpisuju.

Ugovorne strane su saglasne da će nastojati da eventualne sporove u vezi sa ovim Ugovorom reše na miran način, a ukoliko u tome ne uspeju, za spor će biti nadležan stvarno nadležni sud u Beogradu i primenjivaće se pravo Republike Srbije.

Ovaj Ugovor je sačinjen u 2 istovetna primerka, na srpskom i engleskom jeziku, od kojih svaka strana zadržava po 1 primerak.

or difficult, the Landlord shall return the deposit to the Tenant, after deduction of expenses not paid by the Tenant, which he bears under this Contract, and possible unpaid damages to the Apartment and furnishings.

The Tenant shall permit the Landlord to show the Apartment to interested persons during the cancellation term period, upon 4-days notification to the Tenant related to the date and time of the visit.

In case of sale of the Apartment, the Landlord is obliged to inform the new owner of the existence of this Contract and of the Tenant's right of lease with the agreed term.

In case that the Landlord decides to sell the Apartment at any time during the lease period, the Tenant is obliged to permit to the Landlord to show the Apartment to the interested persons at least once a month, while the Landlord is obliged to notify the date and time of visits to the Tenant at least four days before. The visits shall be arranged only in presence of the Tenant or his representative.

#### **Article 7.**

##### **Final Provisions**

The parties have read and understood this Contract and in sign of its conclusion affix their signatures to it.

The parties agree to try to resolve possible disputes peacefully, related to this Contract, but if they do not resolve it in that manner, the dispute shall be submitted for resolution to the court having the subject-matter jurisdiction, in Belgrade, with application of the law of the Republic of Serbia.

This Contract is made in 2 equal copies, in Serbian and English, from which 1 copy belongs to each party.

**Zakupodavac/Landlord**

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**Zakupac/Tenant**

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