

NIS d.o.o. za posredovanje i promet nekretninama, Split, Biogradska 1, OIB 89279236945, zastupan po direktoru Zlatanu Kovačeviću, u daljnjem tekstu **Posrednik**

u daljnjem tekstu **Nalogodavac**

sklapaju dana _____ 20___. u Splitu slijedeći

UGOVOR O POSREDOVANJU PRI PRODAJI NEKRETNINE

Članak 1.

Posrednik je tvrka registrirana pri Trgovačkom sudu u Splitu, ovlaštena za obavljanje poslova posredovanja u prometu nekretnina. Posrednik i Nalogodavac suglasno utvrđuju da se ovim ugovorom Posrednik obvezuje za Nalogodavca posredovati pri prodaji nekretnina koje su označene/opisane kao:

Članak 2.

Opći uvjeti poslovanja Posrednika sastavni su dio ovog Ugovora te je Nalogodavac o istima obaviješten prije prihvaćanja prava i obveza koje iz njih proizlaze. Glavne odredbe Općih uvjeta poslovanja odnose se na:

- a) Obveze Posrednika – dovesti Nalogodavca u vezu sa trećim osobama zainteresiranim za zaključenje kupoprodajnog ugovora, pregovarati o cijeni u korist Nalogodavca, obavijestiti Nalogodavca o svim poznatim okolnostima koje mogu utjecati na zaključenje kupoprodaje, savjetovati Nalogodavca o pravnim i financijskim aspektima kupoprodaje, čuvati prikupljene podatke kao poslovnu tajnu.
- b) Obveze Nalogodavca – isplatiti Posredniku ugovorenu posredničku proviziju ukoliko se za to steknu uvjeti. Stjecanje uvjeta za ugovorenu posredničku proviziju odnosi se na zaključenje kupoprodajnog ugovora (kako za vrijeme tako i nakon isteka/raskida ovog ugovora) te primitak ugovorene kupoprodajne cijene (ili dijela cijene) od strane treće osobe koju je Posrednik doveo u vezu s Nalogodavcem za vrijeme trajanja ovog ugovora.

Članak 3.

Posrednik nema pravo na ugovorenu posredničku proviziju ukoliko Nalogodavac sam ili putem drugog posrednika sklopi kupoprodajni ugovor sa trećom osobom koju mu Posrednik nije izvorno predstavio. Posrednik nema pravo na naknadu tekućih troškova za vrijeme trajanja ugovora, osim u slučaju vanrednih troškova (putovanja, oglašavanje) koje je Nalogodavac unaprijed pismeno odobrio.

Članak 4.

Ugovorena posrednička provizija iznosi 2%+PDV od postignute i konačno ugovorene ukupne kupoprodajne cijene.

Članak 5.

Ugovor je sklopljen na neodređeno vrijeme, do prodaje predmetne nekretnine i/ili pismenog otkaza jedne od strana potpisnica. Uvjeti otkaza određeni su Zakonom o posredovanju u prometu nekretnina.

Članak 6.

Za sve nespomenute situacije primjenit će se odredbe Zakona o poslovanju u prometu nekretnina te Zakona o obveznim odnosima. Stranke će nesuglasice rješavati mirnim putem, a ukoliko ne uspiju ugovara se nadležnost suda u Splitu. Ugovor je sačinjen u dva jednaka primjerka, od kojih svaka strana zadržava po jedan.

Nalogodavac

Posrednik

NIS Ltd. for intermediation and real estate, Split, Biogradska 1, Tax nr. 89279236945, represented by the director Zlatan Kovačević, hereinafter referred as the **Agency** and

_____ ,
hereinafter referred as the **Seller**

conclude on _____ 20__ in Split the following

AGENCY BROKERAGE AGREEMENT

Article 1

Agency is a private limited company registered with the Commercial Court in Split, licenced to perform property brokerage services. Agency and Seller voluntarily agree to sign this contract by which the Agency commits to perform real estate brokerage services for the Seller. Subject properties are registered/described as:

Article 2

General terms and conditions of the Agency are part of this contract and the Seller has been informed in advance of the rights and obligations expressed within. Major definitions of the General terms are outlined below:

- a) Obligations of the Agency – to bring the Seller in connection with the third parties interested in conclusion of the sale-purchase agreement, to negotiate the price in behalf of the Seller, to inform the Seller of all circumstances known which may affect the conclusion of the sale-purchase agreement, to advise the Seller of legal and financial aspects of the sale-purchase process and keep all information confidential.
- b) Obligations of the Seller – to pay the contracted commission to the Agency if the conditions are obtained. Conditions to contracted commission are obtained if the Seller concludes the sale-purchase agreement (in the time of duration as well as after expiration/cancellation of this contract) and receives the contracted sale-purchase price (or part of the price) from the third party in connection to which the Seller was brought by the Agency throughout the duration of this contract.

Article 3

Agency has no right to contracted commission if the Seller concludes the sale-purchase agreement on his own (or through another agency) with the third party that was not originally presented to the Seller by the Agency. Agency has no right to have ongoing expences covered throughout the duration of this contract, except in case of extraordinary costs (travelling, advertising) which had been approved by the Seller in advance in written.

Article 4

Contracted commission equals to 2%+VAT from achieved and contracted total sale-purchase price.

Article 5

This contract is valid for undefined period, until the subject property is sold or/and this contract unilaterally cancelled. Cancellation terms are defined in the Law on intermediation in real estate.

Article 6

All situations not covered by this contract are subject to provisions of the Law on intermediation in real estate and Obligatory relations act. All disputes will be settled in peace and if that fails, a Court in Split will be appointed. This contract is made in 2 identical copies, one for each party to keep.

Seller

Agency