

**CRVENA LUKA d.d.**, Crvena Luka 1, Biograd na Moru, OIB 31134205023, kao Nalogodavac (dalje: Nalogodavac), zastupana po zakonskom zastupniku Pier Paolo Prodi-ju, s jedne strane

I

\_\_\_\_\_ kao Posrednik (dalje: Posrednik), zastupana po direktoru \_\_\_\_\_  
druge strane

\_\_\_\_\_, u Biogradu na Moru sklapaju

### **UGOVOR O POSREDOVANJU U PROMETU NEKRETNINAMA**

#### **S obzirom da:**

- 1) je Nalogodavac vlasnik etažnih jedinica na čest. 3622/2, 3649/2, 3649/3, 3643/2, 3627/2, 3631/2, k.o. Biograd na Moru, na adresi Crvena Luka 1, 23210 Biograd na Moru (dalje: nekretnine), koje se jedinice nalaze u turističkom naselju Crvena Luka, kojim upravlja Nalogodavac kao ugostitelj;
- 2) je Posrednik trgovačko društvo uredno upisano za obavljanje djelatnosti posredovanja u prometu nekretninama te zadovoljava sve uvjete propisane primjenjivim propisima

#### **Stranke ugovaraju kako slijedi:**

Članak 1  
Predmet

1.1. Nalogodavac daje posredniku nalog za posredovanje u prodaji etažnih jedinica na čest. 3622/2, 3649/2, 3649/3, 3643/2, 3627/2, 3631/2, k.o. Biograd na Moru, na adresi Crvena Luka 1, 23 210 Biograd na Moru (dalje: nekretnine).

**CRVENA LUKA d.d.**, Crvena Luka 1, Biograd na Moru, PIN 31134205023, as the Client (hereinafter: Client), represented by the legal representative Pier Paolo Prodi, on one side

And

\_\_\_\_\_ as the Broker (hereinafter: The Broker), represented by the Director \_\_\_\_\_  
on the other side

concluded on \_\_\_\_\_, in Biograd na Moru, the following

### **REAL ESTATE BROKERAGE AGREEMENT**

#### **Whereas:**

- 1) The Client is the owner of condominium units on plots 3622/2, 3649/2, 3649/3, 3643/2, 3627/2, 3631/2, cadastral municipality Biograd na Moru, at the address Crvena Luka 1, 23210 Biograd na Moru (hereinafter: Real Estate). The units are located in Tourist Resort Crvena Luka, managed by the Client as a provider of catering services;
- 2) The Broker is a company duly registered for conducting of real estate brokerage activities, and it fulfils all requirements stipulated in the applicable regulations.

#### **The Parties agree as follows:**

Article 1  
Subject

1.1. The Client hereby instructs the Broker to provide brokerage services pertaining to the sale of condominium units, on the following plots: 3622/2, 3649/2, 3649/3, 3643/2, 3627/2, 3631/2, cadastral municipality Biograd na Moru, at the

<p>1.2. Ovim Ugovorom Posrednik se obvezuje da će nastojati naći i dovesti u vezu s nalogodavcem osobu koja bi s nalogodavcem pregovarala o sklapanju Ugovora o kupoprodaji nekretnine (u daljnjem tekstu: treća osoba) u vlasništvu Nalogodavca, a Nalogodavac se obvezuje isplatiti ovim Ugovorom utvrđenu Naknadu (dalje: Naknada) ukoliko Predugovor o kupoprodaji ili Ugovor o kupoprodaji bude sklopljen.</p> <p>1.3. Posredovanje ugovoreno ovim Ugovorom nije isključivo.</p> <p>1.4. Nalog za prodaju daje se po cijenama nekretnina navedenim u cjeniku za koji Nalogodavac zadržava pravo ažuriranja kad i ukoliko to bude smatrao prikladnim.</p> <p>1.5. Nalog za prodaju uključuje samo prodaju nekretnina prema obrascima ugovora koje je sačinio nalogodavac, a koji uključuje set nacрта ugovornih isprava koji se sastoji od predugovora o kupoprodaji, ugovora o kupoprodaji, međuvlasničkog ugovora s kućnim redom, ugovora o upravljanju i turističkom zakupu nekretnina te pripadajućih priloga. Nalogodavac zadržava pravo izmjene i dopune navedenih nacрта isprava kad i ukoliko to bude smatrao prikladnim. Posrednik nije ovlašten nuditi ni pregovarati sadržaj ugovornih isprava od navedenih u nacrtima isprava koje mu je s nalogom dao Nalogodavac.</p>	<p>address Crvena Luka 1, 23 210 Biograd na Moru (hereinafter: Real Estate).</p> <p>1.2. By virtue of this Agreements, the Broker undertakes to make an effort to find a person who would negotiate with the Client on conclusion of Real Estate Purchase Agreement for a real estate item owned by the Client (hereinafter: Third Party), and to introduce such person to the Client; and the Client undertakes to pay a fee specified in this Agreement (hereinafter: Fee), in case of concluding a Preliminary Real Estate Purchase Agreement or Real Estate Purchase Agreement.</p> <p>1.3. Brokerage agreed by virtue of this Agreement is not exclusive.</p> <p>1.4. Instruction for sale includes sale according to real estate prices specified in the price list. The Client reserves the right to update the price list when and if the Client finds it necessary.</p> <p>1.5. Instruction for sale only includes the sale of real estate items in accordance with contractual forms drawn up by the Client, which include a set of drafts of contractual documents consisting of Preliminary Real Estate Purchase Agreement, Real Estate Purchase Agreement, Co-ownership Agreement with House Rules, Agreement on Real Estate Management and Tourist Lease of Real Estate and corresponding appendices. The Client reserves the right to amend the above-mentioned contractual drafts when and if the Client finds it necessary. The Broker is not authorised to offer or negotiate the content of contractual documents that would be any different from the content in the document drafts provided to him by the Client along with the instruction.</p>
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<p style="text-align: center;">Članak 2 Naknada Posredniku</p>	<p style="text-align: center;">Article 2 Broker's fee</p>
<p>2.1. Ugovorne strane suglasno utvrđuju naknadu Posredniku kako slijedi:</p> <p>2.1.1. 3% (tri posto) od ugovorene kupoprodajne cijene nekretnine ako je Posrednik proveo puni ciklus obrade prodaje do faktičnog zaključenja Ugovora o kupoprodaji;</p> <p>2.1.2. 1 % (jedan posto) od ugovorene kupoprodajne cijene nekretnine ako je Posrednik doveo u vezu kupca i Nalogodavca, ali nije proveo puni ciklus obrade prodaje.</p> <p>2.2. Puni ciklus obrade prodaje u kontekstu ovog Ugovora znači (osim nalaženja kupca i dovođenja u vezu s Nalogodavcem) pripremu pravnog posla u kojem Posrednik posreduje do njegove potpune realizacije, tj. kumulativno sljedeće radnje:</p> <p>a) predočenje i objašnjenje uvjeta prodaje,</p> <p>b) pokazivanje nekretnine Kupcu,</p> <p>c) korespondencija s Kupcem i Nalogodavcem</p> <p>d) upravljanje procesom potpisivanja ugovorne dokumentacije od strane kupca i plaćanja sve do konačnog zaključenja ugovora o kupoprodaji i ostalih ugovornih isprava i isplate kupoprodajne cijene.</p> <p>2.3. Naknada se obračunava na neto kupoprodajnu cijenu ne računajući bilo kakva porezna davanja koja su ili bi mogla biti plativa u vrijeme zaključenja ugovora o kupoprodaji.</p> <p>2.4. Naknada ne uključuje PDV na naknadu, koji se obračunava i plaća posebno.</p> <p>2.5. Nalogodavac se obavezuje platiti Posredniku naknadu iz stavka 1. ovog članka</p>	<p>2.1. The Parties agree on the Broker's fee as follows:</p> <p>2.1.1. 3 % (three percent) of agreed purchase price of real estate item, if the Broker completed a full cycle of sale, until the moment of actual conclusion of Purchase Agreement.</p> <p>2.1.2. 1 % (one percent) of agreed purchase price of real estate item, if the Broker introduced the Purchaser and the Client, but the Broker did not complete full cycle of sale.</p> <p>2.2. In the context of this Agreement, full cycle of sale means (apart from finding a purchaser and introducing him/her to the Client) preparation of legal transaction in which the Broker provides brokerage services until the completion of transaction, and that comprises the following actions:</p> <p>a) presenting and explaining the conditions of sale,</p> <p>b) showing a real estate item to the Purchaser,</p> <p>c) correspondence with the Purchaser and Client,</p> <p>d) managing the process of signing contractual documentation by the Purchaser and payment process, until final conclusion of Purchase Agreement and other contractual documents and until payment of purchase price.</p> <p>2.3. The fee is calculated to the net purchase price not including any taxes that are payable or that might be payable at the moment of concluding the Purchase Agreement.</p> <p>2.4. The Fee does not include VAT, which is calculated and paid separately.</p> <p>2.5. The Client undertakes to pay to the Broker a fee referred to in paragraph 1 of</p>

na temelju zaključenog ugovora o kupoprodaji s trećom osobom s kojim je došao u vezu putem Posrednika. Navedena naknada predstavlja ukupnu i isključivu naknadu za uslugu Posrednika i obavljeno posredovanje i sve troškove koje je posrednik imao u posredovanju. Posrednik nema pravo na naknadu ni bilo koji trošak koji je imao u posredovanju ako ugovor o kupoprodaji ne bude zaključen („no cure no pay“).

2.6. Nalogodavac nije dužan isplatiti Posredniku naknadu, ako je za kupca saznao prije nego što ga je Posrednik doveo s njim u vezu.

2.7. Nalogodavac se obvezuje platiti naknadu Posredniku nakon što kupac Nalogodavcu plati cijelu ugovorenu cijenu.

2.8. Nalogodavac se obvezuje isplatiti posredniku naknadu iz stavka 2.1.2. ovog Ugovora i ako zaključi ugovor o kupoprodaji sa osobom s kojom je došao u vezu putem posrednika, a bez znanja posrednika. Ova obveza utrnjuje nakon proteka 12 (dvanaest) mjeseci od dana prestanka ovog Ugovora.

### Članak 3 Obveze Posrednika

3.1. Posrednik je dužan u obavljanju poslova posredovanja postupati s pažnjom dobrog stručnjaka, prema pravilima struke i običajima, te nalogima Nalogodavca.

3.2. Posrednik je dužan tražiti priliku za sklapanje ugovora o kupoprodaji i povezati nalogodavca s trećom osobom zainteresiranom za sklapanje istog. Posrednik je oslobođen odgovornosti ukoliko i usprkos brižljivosti ne uspije u svom nastojanju.

this Article, based on Purchase Agreement concluded with the Third Party, introduced to the Client by the Broker. The above-mentioned fee represents the total and exclusive fee for the Broker's services and brokerage activities carried out, and any expenses incurred by the Broker in carrying out those activities. The Broker is not entitled to a fee or compensation of any costs incurred in carrying out brokerage activities if the Purchase Agreement is not concluded (“no cure no pay”).

2.6. The Client is not obligated to pay a fee to the Broker if the Client finds the Purchaser before the Broker introduced the Client with the Purchaser.

2.7. The Client undertakes to pay the fee to the Broker after the Purchaser pays the entire agreed price to the Client.

2.8. The Client undertakes to pay to the Broker a fee referred to in paragraph 2.1.2. of this Agreement in case of concluding the Purchase Agreement with a party introduced to the Client by the Broker, without the Broker being aware of that. This obligation ceases 12 (twelve) months after the expiry of this Agreement.

### Article 3 Broker's obligations

3.1. When carrying out brokerage activities, the Broker shall act with due care of a good expert, according to the rules and customs of profession and according to the Client's instructions.

3.2. The Broker is obligated to search for an opportunity to conclude a Purchase Agreement and to introduce the Client to a Third Party who has an interest to conclude the Agreement. The Broker will not be held responsible if it fails in its efforts, despite being conscientious.

3.3. Za sve reklamne materijale, medijsku promidžbu i njihov sadržaj Posrednik je dužan dobiti prethodnu pisanu suglasnost Nalogodavca. Nalogodavac je ovlašten davati Posredniku uputu o sadržaju takvih materijala, koju je Posrednik dužan slijediti.

Članak 4  
Trajanje Ugovora

4.1. Ovaj se Ugovor zaključuje na rok od 12 (dvanaest) mjeseci, a moguće ga je produžiti jedino u pisanom obliku. U slučaju raskida ili prestanka Ugovora istekom vremena, nalogodavac je obavezan Posredniku platiti naknadu ukoliko je sklopljen ugovor o kupoprodaji s trećom osobom s kojom je došao u vezu putem posrednika, a što je dovelo do realizacije posredovanog posla. Ova obveza utrnjuje nakon proteka 12 (dvanaest) mjeseci od dana prestanka ovog Ugovora.

4.2. Nalogodavac iskazuje namjeru prodati maksimalno 66 jedinica međusobno podijeljenih u šest grupa (R2, R3, R4, C2, C3, C4). Ukoliko bi se ostvarila prodaja zadanog broja jedinica prije isteka 12 mjeseci, ovaj ugovor se automatski raskida odmah po prodaji posljednje jedinice.

Članak 5.  
Jamstva Nalogodavca

5.1. Nalogodavac jamči da je vlasnik nekretnina za čiju je prodaju dao nalog Posredniku.

5.2. Dužan je Nalogodavac predočiti i/ili predati Posredniku svu dokumentaciju kojom dokazuje svoje vlasništvo na nekretninama.

5.3. Dužan je Nalogodavac pravovremeno

3.3. The Broker must obtain the Client's prior written consent for any advertising materials, media promotion and its contents. The Clients is authorised to provide the Broker with the instructions pertaining to the content of such materials, and the Broker is obligated to follow such instructions.

Article 4  
Term of Agreement

4.1. This Agreement is concluded for the period of 12 (twelve) months, and it may be renewed in writing only. In case of termination or expiry of the Agreement, the Client is obligated to pay a fee to the Broker if Purchase Agreement is concluded with a Third Party introduced to the Client by the Broker, which has led to realisation of the brokered transaction. This obligation expires after 12 (twelve) months from the expiry of this Agreement.

4.2. The Client intends to sell no more than 66 units divided into six groups (R2, R3, R4, C2, C3, C4). In case that the sale of the above-specified number of units is achieved prior to expiry of a 12-month period, this Agreement shall be automatically terminated immediately upon the sale of the last unit.

Article 5  
Client's guarantees

5.1. The Client guarantees that it owns the real estate items that the Broker is instructed to sell.

5.2. The Client is obligated to present and/or submit to the Broker any documents that prove its ownership over real estate items.

5.3. The Client is obligated to timely notify

obavještavati Posrednika o svim promjenama u pogledu nekretnina za čiju je prodaju dao nalog, a osobito o prodanim nekretninama.

Članak 6.  
Završne odredbe

6.1. (Ako je Ugovor sa stranim posrednikom: Na ovaj se Ugovor primjenjuje hrvatsko pravo.) Za sve odnose ugovornih strana koji nisu uređeni ovim Ugovorom, primjenjuju se odgovarajuće odredbe Zakona o posredovanju u prometu nekretninama NN [107/07](#), [144/12](#), [14/14](#)) i Zakona o obveznim odnosima (NN [35/05](#), [41/08](#), [125/11](#), [78/15](#), [29/18](#)).

6.2. U slučaju spora ugovara se nadležnost stvarno nadležnog suda u Zadru.

6.3. Ovaj Ugovor je sastavljen u 2 (dva) primjerka, od kojih svaka strana zadržava po jedan.

NALOGODAVAC:

\_\_\_\_\_  
**CRVENA LUKA d.d.**

POSREDNIK:

\_\_\_\_\_

the Broker on any changes pertaining to real estate whose sale it instructed, and particularly on real estate sold.

Article 6  
Final provisions

6.1. (If Agreement is concluded with a foreign broker: This Agreement is governed by Croatian law.) Relevant provisions of the Real Estate Brokerage Act (Official Gazette [107/07](#), [144/12](#), [14/14](#)) and Civil Obligations Act (Official Gazette [35/05](#), [41/08](#), [125/11](#), [78/15](#), [29/18](#)) shall be applied to any relations between the Parties not regulated by this Agreement.

6.2. In case of any dispute, the Parties agree on the competence of the court of subject-matter jurisdiction in Zadar.

6.3. This Agreement has been drawn up in 2 (two) counterparts, one of which is kept by each party.

CLIENT:

\_\_\_\_\_  
**CRVENA LUKA d.d.**

BROKER:

\_\_\_\_\_