

1. Services

“**Rentals Montenegro**” offers an **intermediary service** between owners of properties and potential tenants looking for long-term rentals in Montenegro. The aim of the service is to **introduce** owners and tenants and **assist** in concluding a rental agreement. The intermediary service ends when the owner and tenant have signed a lease (see article 5.) and the tenant has paid the intermediary fee to “**Rentals Montenegro**”.

2. Intermediary fee

When a lease is signed between the owner and the tenant, the intermediary service is compensated by a **One-Off Fee** calculated as a **percentage of the rent**. PDV (VAT) must be added to the fee according to the rate in use at the date of signing the contract.

For a lease of 7 months or more (211 days or more), the fee is **75% of one month rent**. Ex. Rent of 400€/month >> the fee is: 300€+pdv. If the rent varies seasonally, the **average monthly rent** is used as a base to calculate the fee.

For a lease shorter than 7 months (210 days or less), the fee is **10% of the total amount over the period**. Ex. Rent of 50€/day or 1500€/month over 3 months (90 days): total of 4500€ for the entire period >> the fee is: 4500x10%=450€+pdv.

3. Payment terms

The fee must be paid to “**Rentals Montenegro**” by the Tenant **at the latest** when the tenant makes its **first payment** to the landlord (Rent, Reservation Deposit or Security Deposit).

4. Returning clients & Non-Disclosure Clause

In the event that the potential tenant who has been presented to the owner by “**Rentals Montenegro**” returns to the property (with another agency or on his own for example) and signs a lease, the tenant will have to pay the intermediary fee to “**Rentals Montenegro**”.

The Primary Capital of “**Rentals Montenegro**” is its **Database of Landlords** offering long-term accommodation, the Tenant **understand** the sensitivity of the contact information he is given, and agrees to **not disclose to any third party** (including any potential tenant, colleague, employer or other agency) **the contact details of the Landlord** that was introduced by “**Rentals Montenegro**” but to redirect any potential future tenant to “**Rentals Montenegro**”. If this clause is not respected by the Tenant, legal action will be taken against the tenant.

5. Conditions

The service provided is the **intermediation** only. Therefore the fee is a **one-off fee**; no more fees will be paid by the tenant to “**Rentals Montenegro**” for the duration of the rental. The tenant takes **full responsibility in liaising directly with his landlord** during the rental period, and will not seek **Rentals Montenegro** assistance in liaising with the Owner for any issue that may arise after signing the lease. If the tenant does not agree to this he can sign a Full Rental Management Agreement with “**Rentals Montenegro**” which means he will be liable to pay a monthly fee of **15% of the monthly rent** (with a minimum fee of 75€+PDV) to **Rentals Montenegro** for such services in addition to the Intermediation fee.

6. Applicable law

Contracting parties agree to solve in peaceful way all misunderstandings that can possibly result from this contract. In case those misunderstandings cannot be dealt in agreeable way both contracting parties agree that the Montenegrin Court is the authorized entity for dispute resolution

I, _____ (name) _____, agree to the above Terms and Conditions - Signature: _____ Date: _____

CONTRACT
Tenants

This Agreement is concluded in _____ on ____/____/_____ between:

Company: Catareos d.o.o.,
Društvo za promet i usluge acting under the trademark “Rentals Montenegro”
Director: Carine HITCHCOCK, **ID No:** 706329742 (UK PASSPORT)
Company Registration number: 5-0511673/005
Company’s address: Kalimanj 3 – 85320 Tivat, Montenegro,
Bank account : 525-4896-03
[hereinafter: " **THE INTERMEDIARY** "]

AND:
 Company: _____ Represented by: _____
Position: _____ ID No / Country: _____
Company Registration number: _____
 Individual: _____
ID/Passport No / Country: _____
[hereinafter: “**THE TENANT**”].

The **TENANT fully agrees with the Terms and Conditions** of the **INTERMEDIARY**.

The **INTERMEDIARY** has successfully assisted the **TENANT** in securing a lease for the following:

Property: _____
Length of rental _____ Month(s) Day(s) Year(s)
Amount of rent: _____ Per Month Per Day For the Entire Period

And is therefore entitled to the following Agency fee:
 The **rental period is 211 days or more**: 75% of 1 month rent*: _____ (+PDV)
** if the rent varies seasonally, the average rent is taken as a basis for calculations.*
 The **rental period is 210 days or less**: 10% of the total amount over the period: _____ (+PDV)

THE PROPERTY OWNER Name: _____ Signature: _____	REPRESENTATIVE of Catareos d.o.o. _____ Signature: _____	Carine Hitchcock Catareos d.o.o. THE INTERMEDIARY Signature: _____
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