

Ugovor o zakupu poslovnog prostora: Pravna sigurnost za zakupodavce i zakupce

U savremenom poslovanju, ugovor o zakupu predstavlja važan pravni instrument koji pruža sigurnost svim tržišnim učesnicima. Stoga, pravilno sastavljen ugovor o zakupu od suštinskog je značaja za zaštitu interesa kako zakupodavca, tako i zakupca.

U nastavku teksta će biti razmotreni ključni elementi ugovora o zakupu i njegova uloga u poslovnim odnosima između privrednih subjekata privatnog sektora, koji čine najveći deo učesnika na tržištu Republike Srbije.

I. PRAVNI OKVIR I FORMA

Ugovor o zakupu je regulisan Zakonom o obligacionim odnosima Republike Srbije („Sl. list SFRJ“, br. 29/78, 39/85, 45/89 - odluka USJ i 57/89, „Sl. list SRJ“, br. 31/93, „Sl. list SCG“, br. 1/2003 - Ustavna povelja i „Sl. glasnik RS“, br. 18/2020, „Zakon“). Njime se zakupodavac obavezuje da zakupcu preda određenu stvar na korišćenje. U kontekstu poslovnih odnosa privrednih subjekata, stvar koja se predaje na korišćenje je prostor koji će se koristiti u poslovne svrhe (**“Poslovni prostor”**). U tom smislu, zakupodavac je dužan da zakupcu preda Poslovni prostor koji će koristiti prema ugovorenim uslovima, dok zakupac ima obavezu da plaća zakupninu za korišćenje tog Poslovnog prostora.

Iako Zakon ne propisuje obaveznu formu ugovora o zakupu, on može biti zaključen i usmeno. Međutim, u praksi se ugovor o zakupu najčešće zaključuje u pisanom obliku zbog pravne sigurnosti

Commercial lease agreement: Legal certainty for lessors and lessees

In modern business, the lease agreement is an important legal instrument that provides security to all market participants. Therefore, a properly drafted lease agreement is essential to protect the interests of both the lessor and the lessee.

This text will cover key elements of the lease agreement and its role in commercial relations between private sector companies, which constitute the majority of participants in the market of the Republic of Serbia.

I. LEGAL FRAMEWORK AND FORM

The lease agreement is regulated by the Law on Contracts and Torts of the Republic of Serbia (*“Official Gazette of the SFRJ”, No. 29/78, 39/85, 45/89 - decision of the USJ and 57/89, “Official Gazette of the SRJ”, No. 31/93, “Official Gazette of the SCG”, No. 1/2003 - Constitutional Charter and “Official Gazette of the RS”, No. 18/2020, the “Law”*). The lessor undertakes to hand over a specific item to the lessee for use. In the context of business relations between economic entities, the item handed over for use are premises that shall be used in business purposes (**“Business Premises”**). In this sense, the lessor is obliged to hand over the Business Premises to the lessee, which will be used according to the agreed conditions, while the lessee is obliged to pay the rent for the use of the Business Premises.

Albeit the Law does not prescribe a mandatory form of lease agreement, it can also be concluded verbally. However, for legal certainty and convenience of proof in the event of a dispute,

i lakšeg dokazivanja u slučaju spora.

II. OBAVEZE ZAKUPODAVCA I ZAKUPCA

Ugovorne strane imaju jasno definisane obaveze koje obezbeđuju nesmetano korišćenje Poslovnog Prostora i zaštitu njihovih prava. Zakon propisuje obaveze zakupodavca, uključujući predaju Poslovnog Prostora, trpljenje zakupčevog prava korišćenja, održavanje Poslovnog Prostora i zaštitu zakupca u slučaju fizičkih i pravnih nedostataka. S druge strane, zakupac je dužan koristiti Poslovni Prostor u skladu s ugovorom i plaćati zakupninu. Jasno definisanje ovih obaveza u ugovoru doprinosi pravnoj sigurnosti i smanjuje rizik od potencijalnih sporova.

Predaja Poslovnog Prostora i zapisnik o primopredaji

Predaja Poslovnog Prostora je ključni korak u sprovođenju ugovora o zakupu, kojim zakupodavac predaje, a zakupac preuzima Poslovni Prostor na korišćenje. Ovaj postupak treba da bude jasno dokumentovan zapisnikom o primopredaji kojim se definiše stanje Poslovnog Prostora i uslovi pod kojima je predat, što olakšava rešavanje potencijalnih sporova u vezi sa oštećenjima ili obavezama zakupca po isteku zakupa.

Održavanje Poslovnog Prostora

Zakupodavac je, prema Zakonu, dužan održavati Poslovni Prostor u ispravnom stanju tokom trajanja zakupa i radi toga vršiti potrebne opravke,

lease agreement is typically concluded in writing.

II. OBLIGATIONS OF THE LESSOR AND THE LESSEE

The contractual parties have clearly defined obligations that ensure the unhindered use of business premises and the protection of their rights. The Law prescribes the lessor's obligations, including handing over the Business Premises, maintaining the lessee's right of use, maintaining the Business Premises and protecting the lessee in case of physical and legal defects. On the other hand, the lessee is obliged to use the Business Premises in accordance with the agreement and pay the rent. Clearly defining these obligations in lease agreement contributes to legal certainty and reduces the risk of potential disputes.

Handover of the Business Premises and handover protocol

Handing over the Business Premises is a key step in the implementation of the lease agreement, during which the lessor hands over and the lessee takes over the Business Premises for use. This procedure should be clearly documented with a handover protocol, which defines the condition of the Business Premises and the conditions under which it was handed over. This documentation facilitates the resolution of potential disputes related to damages or obligations of the lessee at the end of the lease.

Maintenance of the Business Premises

According to the Law, the lessor is obligated to maintain the leased Business Premises in a good state of repair throughout the term of the lease

pri čemu se smatra da je Poslovni Prostor u ispravnom stanju ako je u stanju određenom ugovorom, a u nedostatku ugovora, u stanju da može poslužiti za upotrebu radi koje je ugovor zaključen. Uobičajena praksa je da zakupac snosi troškove sitnih opravki nastalih redovnom upotrebom Poslovnog Prostora, kao i troškove korišćenja Poslovnog Prostora, dok je zakupodavac odgovoran za investiciono održavanje. S tim u vezi, zakupac je dužan da o svakoj popravci obavesti zakupodavca. Međutim, ukoliko ove obaveze nisu precizno definisane ugovorom, u praksi mogu nastati nesporazumi.

Obaveza zaštite zakupca u slučaju pravnih i fizičkih nedostataka Poslovnog Prostora

Zakup Poslovnog Prostora nosi sa sobom određene rizike, a jedan od ključnih aspekata zaštite zakupca odnosi se na pravne i fizičke nedostatke zakupljenog Poslovnog Prostora. Naime, zakupodavac je dužan da osigura da Poslovni Prostor može služiti ugovorenoj svrsi, kako u pogledu pravnog statusa (zaštita od evikcije), tako i u pogledu fizičkog stanja (zaštita od materijalnih nedostataka).

U slučaju pravnih nedostataka, zakupodavac snosi odgovornost ako treće lice polaže pravo na zakupljeni Poslovni Prostor ili deo njega i time ograničava ili potpuno isključuje zakupčevu pravo korišćenja. Ukoliko se ispostavi da treće lice zaista ima pravo koje isključuje zakupčevu upotrebu Poslovnog Prostora, ugovor se raskida po samom zakonu, a zakupodavac je dužan da nadoknadi zakupcu nastalu štetu. Ako pravo trećeg lica samo

and to carry out any necessary repairs. The Premises shall be deemed to be in a good state of repair if they are in the condition specified in the lease agreement, or, in the absence of such specification, in a condition suitable for the purpose for which the lease was concluded. It is common practice for the lessee to bear the costs of minor repairs arising from the ordinary use of the Business Premises, as well as the running costs associated with their use, whereas the lessor remains responsible for investment maintenance. In this respect, the lessee is obliged to notify the lessor of any repairs required. However, practical misunderstandings may arise in the absence of a clear contractual allocation of these responsibilities.

Obligation to protect the lessee in the event of legal and physical defects of the Business Premises

The leasing of Business Premises entails certain risks, one of the most significant is the protection of the lessee in relation to legal and physical defects affecting the Business Premises. The lessor is under a legal duty to ensure that the Business Premises are fit for the agreed purpose, both with regard to their legal status and physical condition.

In the case of legal defects, the lessor is liable where a third party asserts a right over the leased Business Premises, or any part thereof, which restricts or entirely precludes the lessee's right to use the premises. Should it be established that the third party indeed holds a right which excludes the lessee's use, the lease agreement is terminated by order of law, and the lessor is obliged to indemnify the lessee for any resulting loss. Where the third

ograničava zakupčevu upotrebu Poslovnog Prostora, zakupac može birati između raskida ugovora i smanjenja zakupnine, uz pravo na naknadu štete.

Pored pravnih, zakupodavac odgovara i za materijalne nedostatke Poslovnog Prostora koji ometaju njegovu redovnu ili ugovorenu upotrebu, osim ako su oni bili očigledni i zakupcu nisu mogli ostati nepoznati u trenutku zaključenja ugovora. Međutim, ako je zakupodavac bio svestan nedostataka i namerno propustio da o njima obavesti zakupca, njegova odgovornost je proširena. Dodatno, iako se ugovorom o zakupu može predvideti isključenje ili ograničenje odgovornosti zakupodavca za materijalne nedostatke, takve odredbe su ništave ako je zakupodavac znao za nedostatke i namerno propustio da o njima obavesti zakupca ili ako je nedostatak takav da onemogućuje upotrebu Poslovnog Prostora, kao i kad je zakupodavac nametnuo tu odredbu koristeći svoj monopolski položaj. Zbog toga je važno da zakupac pre zaključenja ugovora o zakupu Poslovnog Prostora detaljno pregleda isti, proveriti njegov pravni status i jasno definiše zakupodavčevu odgovornost za eventualne nedostatke.

Zakupnina i obaveza plaćanja zakupnine

Zakon o deviznom poslovanju Republike Srbije („*Sl. glasnik RS*“, br. 62/2006, 31/2011, 119/2012, 139/2014 i 30/2018) propisuje da se plaćanje, naplaćivanje i prenos između rezidenata i između rezidenata i nerezidenata u Republici Srbiji vrši u dinarima, ali da izuzetno od ovog pravila, plaćanje, naplaćivanje i prenos u Republici Srbiji mogu se vršiti i u devizama po osnovu prodaje i davanja u zakup nepokretnosti (član 34 stav 2 tačka 5 Zakona o deviznom poslovanju). Ovo znači da zakupnina

party's right merely restricts the lessee's use, the lessee may elect either to terminate the agreement or to request a reduction in rent, in both cases retaining the right to claim damages.

Furthermore, the lessor shall be liable for material (physical) defects which hinder the regular or agreed use of the Business premises, such defects were apparent and could not reasonably have gone unnoticed by the lessee at the time the lease was entered into. However, where the lessor was aware of such defects and wilfully failed to disclose them, their liability is extended. Additionally, although the lease agreement may stipulate the exclusion or limitation of the lessor's liability for material defects, such provisions shall be deemed null and void if the lessor knowingly concealed the defects, or if the defect renders the Business Premises unfit for use, or where such a provision was imposed by the lessor through abuse of a dominant position. Accordingly, it is essential that the lessee conducts a thorough inspection of the Business Premises prior to entering into the commercial lease agreement, verifies the legal status of the property, and clearly delineates the lessor's liability for any defects in the agreement.

Rent and rent payment

The Law on Foresign Exchange Operations of the Republic of Serbia („*Official Gazette of RS*“, No. 62/2006, 31/2011, 119/2012, 139/2014 and 30/2018) provides that payment, collection and transfer between residents, as well as between residents and non-residents within the Republic of Serbia shall be made in dinars. However, by way of exception, payment, collection and transfer may also be effected in foreign currency within the Republic of Serbia in respect of the sale and lease

može biti izražena i naplaćena u stranoj valuti, pod uslovima definisanim Zakonom o deviznom poslovanju.

Što se tiče rokova plaćanja zakupnine, zakupac je dužan da plaća zakupninu u rokovima određenim ugovorom ili zakonom, a u nedostatku ugovora i zakona, na način uobičajen u mestu gde je preuzeo Poslovni Prostor.

Pored fiksnog iznosa zakupnine, u pojedinim vrstama ugovora o zakupu ugovara se i procentualna zakupnina, koja se obračunava kao procenat prihoda ili prometa koji zakupac ostvaruje u zakupljenom Poslovnom Prostoru. Ovaj model se najčešće primenjuje prilikom zakupa Poslovnog Prostora u tržišnim centrima, odnosno industrijama poput maloprodaje i ugostiteljstva, gde prihodi variraju, pa se iznos zakupnine može prilagođavati u skladu sa stvarnim poslovnim uspehom zakupca.

Pravo na potraživanje zakupnine zastareva za tri godine od dospelosti svakog pojedinog davanja. Kada je reč o obračunu zatezne kamate u slučaju kašnjenja s plaćanjem, sudska praksa u Republici Srbiji zauzela je stav da zakupodavac ima pravo na zateznu kamatu ne od dana kada je obaveza dospela, već od dana kada je podneo tužbeni zahtev za njenu isplatu.

Ostali elementi ugovora o zakupu Poslovnog Prostora

of properties (Article 34 paragraph 2 point 5 of the Law on Foreign Exchange Operations). Accordingly, rent may be denominated and paid in foreign currency, subject to the conditions prescribed by the Law on Foreign Exchange Operations.

With regard to the timing of rent payments, the lessee is obliged to pay the rent within the time limits stipulated in the lease agreement or, in the absence thereof, as provided by law. Where neither the agreement nor legislation prescribes a time frame, payment must be made in accordance with the practices customary at the location where the lessee took over possession of the Business Premises.

In addition to a fixed rent, certain lease agreements provide for percentage rent, calculated as a percentage of the lessee's revenue or turnover generated from operations conducted in the leased Business Premises. This model is particularly common in the leasing of Business Premises within shopping centres, especially in industries such as retail and hospitality, where income is variable, and rent may thus be adjusted in accordance with the lessee's actual commercial performance.

The right to claim rent is subject to a limitation period of three years from the due date of each individual instalment. According to established case law in Serbia, when a lessee is in default, the lessor is entitled to default interest not from the original due date of the rent, but from the date on which a formal claim for payment was submitted to the court.

Other elements of a commercial lease agreement

Pored zakonom propisanih elemenata, zakupodavac i zakupac mogu u ugovor o zakupu Poslovnog Prostora uključiti i neke druge elemente koje se odnose na specifična pitanja u vezi sa izvršenjem ugovornih obaveza. U praksi se najčešće ugovaraju klauzule o uslovima izvršenja, rokovima, ugovornoj kazni za neispunjenje nenovčanih obaveza, pravu prečeg zakupa, obavezi osiguranja Poslovnog Prostora, kao i o postupanju u slučaju promene vlasničke strukture zakupca ili zakupodavca. Takođe, često se ugovaraju i odredbe koje se tiču isticanja firme i postavljanja svetlećih reklama, izvođenja radova na rekonstrukciji Poslovnog Prostora, unapređenju opreme i instalacija, kao i rokovima za popravke i održavanje. Ove klauzule doprinose preciznijem uređenju odnosa i smanjenju mogućnosti za sporne situacije u toku trajanja zakupa.

III. NEPOSREDNO IZVRŠENJE UGOVORA O ZAKUPU – ZAŠTITA ZAKUPODAVCA I ZAKUPCA

Zaključivanje ugovora o zakupu Poslovnog Prostora sa izvršnom klauzulom može značajno olakšati zaštitu prava ugovornih strana i ubrzati postupak prinudnog izvršenja u slučaju nepoštovanja ugovornih obaveza i time obezbediti veću pravnu sigurnost za obe ugovorne strane. Prema Zakonu o javnom beležništvu Republike Srbije („*Sl. glasnik RS*“, br. 31/2011, 85/2012, 19/2013, 55/2014 - dr. zakon, 93/2014 - dr. zakon, 121/2014, 6/2015 i 106/2015), ugovor može biti zaključen u formi javnobeležnički solemnizovane isprave čime stiče svojstvo izvršne isprave. U praksi, ovo znači da ukoliko zakupac ne ispunjava svoje obaveze – najčešće ne plaća zakupninu u dogovorenim rokovima – zakupodavac može pokrenuti izvršni postupak bez potrebe da prethodno vodi

In addition to the statutory elements, the lessor and lessee may include other provisions in the commercial lease agreement that address specific issues related to the performance of contractual obligations. In practice, such agreements commonly contain clauses regarding conditions of performance, time limits, contractual penalties for failure to fulfil non-monetary obligations, rights of first refusal, insurance of the Business Premises, and procedures in the event of changes in the ownership structure of either party. It is also common to regulate matters such as the display of company signage and illuminated advertisements, execution of reconstruction works on the Business Premises, upgrades to equipment and installations, as well as deadlines for repairs and maintenance. These clauses help to clearly define the relationship between the parties and reduce the risk of disputes during the term of the lease.

III. IMMEDIATE ENFORCEABILITY OF THE LEASE AGREEMENT - PROTECTION OF THE LESSOR AND THE LESSEE

The conclusion of a commercial lease agreement containing an enforceability clause may significantly facilitate the protection of the contractual parties' rights and expedite the enforcement proceedings in cases of non-compliance with contractual obligations, thereby providing greater legal certainty for both parties. According to the Law on Public Notaries of the Republic of Serbia (“*Official Gazette of RS*”, Nos. 31/2011, 85/2012, 19/2013, 55/2014 - other law, 93/2014 - other law, 121/2014, 6/2015 and 106/2015), such an agreement may be executed in the form of a notarial solemnised document, which acquires the status of an enforceable instrument. In practical terms, this means that if the lessee fails to fulfil contractual obligations -

dugotrajan sudski spor radi dobijanja presude i utvrđivanja postojanja duga. Na isti način, ako zakupodavac ne ispuni svoje obaveze, zakupac može ostvariti svoja prava bez dodatnih pravnih prepreka.

IV. PODZAKUP

Zakon propisuje da zakupac može zakupljeni Poslovni Prostor dati u podzakup ili ga predati na upotrebu drugome, ali samo ako se time ne nanosi šteta zakupodavcu. Međutim, Zakon takođe omogućava ugovornim stranama da ugovore suprotno, odnosno da zakupac nema pravo da Poslovni Prostor dâ u podzakup. Takođe, u praksi se često u ugovorima uključuje odredba da je za davanje Poslovnog Prostora u podzakup potrebna dozvola zakupodavca, pri čemu zakupodavac može odbiti takvu dozvolu samo iz opravdanih razloga. Važno je naglasiti da zakupac jemči zakupodavcu da će podzakupac upotrebljavati Poslovni Prostor u skladu s odredbama ugovora o zakupu.

V. SREDSTVA OBEZBEĐENJA

U cilju obezbeđenja potpunog i blagovremenog ispunjenja svih zakupčevih obaveza u ugovoru o zakupu Poslovnog Prostora, zakupodavci najčešće ugovaraju sledeća sredstva obezbeđenja: depozit, bankarska garancija i/ili menica. Prilikom ugovaranja sredstava obezbeđenja, važno je u ugovoru o zakupu jasno definisati njihovu svrhu, obim, način aktivacije i rokove. Time se postiže dodatna pravna sigurnost i zaštita interesa zakupodavca, a zakupac se podstiče na uredno ispunjavanje preuzetih obaveza.

most commonly by failing to pay the rent within the agreed period - the lessor may initiate enforcement proceedings directly, without the need to first obtain a court judgment confirming the existence of the debt. Likewise, if the lessor fails to fulfil their contractual obligations, the lessee may assert their rights through enforcement proceedings without facing additional legal barriers.

IV. SUBLEASE

The law provides that the lessee may sublease the leased Business Premises to another party or grant their use to another, provided this does not cause harm to the lessor. However, the contracting parties may also agree otherwise, namely, that the lessee does not have the right to sublease the leased Business Premises. Furthermore, lease agreements often include a provision requiring the lessor's prior consent for subleasing, with the lessor being able to refuse such consent only for justified reasons. It is important to highlight that the lessee guarantees to the lessor that the sub-lessee will use the Business Premises in accordance with the terms of the lease agreement.

V. SECURITIES

In order to ensure the full and timely fulfilment of the lessee's obligations under a commercial lease agreement, lessors often require the following forms of security: deposit, bank guarantee, and/or promissory note. When contracting collaterals, it is important to clearly define their purpose, scope, method of activation, and deadlines within the lease agreement. This provides additional legal security and protection of the lessor's interests, while motivating the lessee to properly meet their contractual obligations.

VI. TRAJANJE I PRESTANAK ZAKUPA

Protek određenog vremena - Ugovor o zakupu zaključen za određeno vreme prestaje samim protekom vremena za koje je zaključen. Međutim, ako zakupac nastavi da koristi nepokretnost, a zakupodavac se tome ne protivi, ugovor se prećutno obnavlja kao zakup na neodređeno vreme, pod istim uslovima kao i prethodni ugovor o zakupu.

Otkaz - Ugovor o zakupu čije trajanje nije određeno niti se može odrediti iz okolnosti ili mesnih običaja prestaje otkazom koji svaka strana može dati drugoj, poštujući određeni otkazni rok. Ako dužina otkaznog roka nije određena ugovorom ili zakonom ili mesnim običajima, ona iznosi osam dana, s tim da otkaz ne može biti dat u nevreme. U pravnom poretku Republike Srbije, zakupodavac može otkazati ugovor o zakupu ako zakupac ne plati zakupninu ni u roku od 15 dana od dana dostavljanja opomene od strane zakupodavca, s tim da će ugovor ostati na snazi ako zakupac isplati iznos dugovane zakupnine pre nego što mu otkaz bude saopšten. Takođe, ako zakupac i posle opomene zakupodavca upotrebljava Poslovni Prostor protivno ugovoru ili njenoj nameni, ili je zapusti do te mere da postoji opasnost od značajne štete za zakupodavca, zakupodavac može otkazati ugovor bez otkaznog roka.

Raskid - Kada se govori o raskidu ugovora o zakupu, važno da se ova odredba temeljno razradi i uskladi sa interesima obe strane. U nekim ugovorima, moguće je jednostrano raskinuti ugovor bez potrebe za obrazloženjem i u bilo kojem trenutku, dok drugi ugovori to

VI. DURATION AND TERMINATION OF THE LEASE

Elapse of a certain time period - A lease agreement concluded for a definite period of time ends upon the expiration of the agreed period. However, if the lessee continues to use the property and the lessor does not object, the agreement is automatically renewed as a lease for an indefinite period, under the same conditions as the previous lease.

Cancellation - A lease agreement whose duration is not determined or cannot be determined due to circumstances or local customs ends with the termination that either party can give to the other, respecting the agreed notice period. If the notice period is not defined by the agreement, law, or local customs, it is eight days, with the fact that the notice cannot be given during unfavourable circumstances. Under the legal system of the Republic of Serbia, the lessor can cancel the lease agreement if the lessee fails to pay the rent even within 15 days from the day of delivery of the lessor's warning, provided that the agreement remains in force if the lessee settles the debt before the cancellation is issued. Also, if the lessee, even after warning, uses the Business premises contrary to the agreement or its purpose, or abandons it to the extent that there is a risk of significant damage to the lessor, the lessor can cancel the agreement without a notice period.

Termination - When discussing the termination of a lease agreement, it is crucial that this provision is thoroughly detailed and aligned with the interests of both parties. In some agreements, it may be possible to unilaterally terminate the agreement without the need for an explanation and at any

onemogućavaju, osim u situacijama kada postoji odgovornost/krivica druge strane. Takođe, praksi se često sreću odredbe koje predviđaju penale za prevremeni raskid bez opravdanog razloga.

VII. TRŽIŠNE PROMENE I PRILAGOĐAVANJE UGOVORA O ZAKUPU

Tržište nepokretnosti podložno je stalnim promenama uslovljenim ekonomskim krizama, promenama u potražnji, tehnološkim inovacijama i razvojem novih poslovnih modela. Da bi se obezbedila pravna sigurnost i očuvala ekonomska održivost ugovornih odnosa, ugovori o zakupu sve češće uključuju fleksibilne odredbe koje omogućavaju prilagođavanje savremenim tržišnim izazovima. Neki od faktora koji utiču na prilagođavanje ugovora o zakupu Poslovnog Prostora su:

1. **Ekonomске krize i vanredne okolnosti** - Globalne i lokalne ekonomske krize, pandemije kao što je COVID-19, te geopolitičke nestabilnosti mogu značajno uticati na mogućnost zakupaca da ispunjavaju svoje obaveze. Zbog toga se ugovori o zakupu često dopunjuju odredbama o višoj sili kojima se preciznije definiše šta se sve može svrstati pod višu silu, kao i koje su posledice nemogućnosti ispunjenja ugovora usled takvih okolnosti.
2. **Fluktuacije u potražnji za poslovnim prostorom** - Sa porastom popularnosti rada od kuće i smanjenjem potrebe za velikim kancelarijama, došlo je do redefinisanja uslova zakupa. Stoga, moderni ugovori o zakupu često uključuju:
 - o **Fleksibilne rokove zakupa** – Omogućavajući kraće ugovorne

time, while other agreements prevent this, except in situations where there is responsibility/fault on the other party. Also, in practice, lease agreements often prescribe provisions that impose penalties for early termination without just cause.

VII. MARKET CHANGES AND ADJUSTMENT OF THE LEASE AGREEMENT

The property market is subject to constant changes caused by economic crises, changes in demand, technological innovations and the development of new business models. To ensure legal certainty and preserve the economic sustainability of contractual relationships, lease agreements increasingly include flexible clauses that allow for adaptation to modern market challenges. Some of the factors influencing the adaptation of commercial lease agreements are:

1. **Economic crises and extraordinary circumstances** - Global and local economic crises, pandemics like COVID-19, and geopolitical instability can significantly affect the ability of lessees to fulfil their obligations. Therefore, lease agreements often include force majeure provisions that more precisely define what can be classified as force majeure, as well as the consequences failing to perform the agreement due to such circumstances.
2. **Fluctuations in demand for business premises** - With the rise in popularity of working from home, and the decrease in the need for large office spaces, there has been a redefinition of lease terms. Therefore, modern lease agreements often include:

periode i mogućnost prevremenog raskida bez plaćanja penala.

- **Model deljenog prostora** – Zakupci se sve više odlučuju za tzv. „*coworking*“ prostore ili poslovne objekte koji omogućavaju fleksibilno korišćenje prostora prema trenutnim potrebama.

3. **Indeksacija zakupnine** - Iako se zakupnina obično ugovara kao fiksni iznos, u praksi je česta pojava da ugovori o zakupu Poslovnih Prostora sadrže odredbe o indeksaciji zakupnine. Indeksacija omogućava prilagođavanje visine zakupnine tržišnim promenama i inflaciji, što obezbeđuje pravičan odnos između stranaka i zaštitu vrednosti novčanih iznosa tokom trajanja zakupa.
4. **Zelena gradnja i ESG zahtevi** - S obzirom na sve strožu regulativu u vezi sa održivim poslovanjem, ugovori o zakupu sve češće uključuju obaveze zakupca i zakupodavca u vezi sa energetsom efikasnošću, smanjenjem ugljeničnog otiska i održivim korišćenjem resursa.

Ugovor o zakupu Poslovnog Prostora nije puka forma, već ključni mehanizam pravne i poslovne sigurnosti. Njegova pažljiva izrada, usklađena sa zakonskim propisima i potrebama ugovornih strana, omogućava jasno definisanje međusobnih prava i obaveza, predvidivost poslovnog odnosa i minimizaciju rizika od sporova. U praksi, fleksibilne klauzule, precizna raspodela obaveza i predviđanje nepredviđenih okolnosti doprinose stabilnosti i efikasnosti poslovanja.

Stoga, bilo da nastupate kao zakupodavac ili

- **Flexible lease terms** - Enabling shorter contract periods and the possibility of early termination without penalty.
- **Shared space model** - Lessees are increasingly opting for so-called “*coworking*” spaces or business facilities that enable flexible use of space according to current needs.

3. **Rent indexation** - Albeit the rent is usually agreed upon as a fixed amount, it is common practice for commercial lease agreements to contain provisions regarding rent indexation. Indexation allows the adjustment of rent to market changes and inflation, ensuring a fair relationship between the parties and protecting the value of monetary amounts during the lease term.
4. **Green building and ESG requirements** - Given the increasingly strict regulations regarding sustainable business, lease agreements increasingly include obligations of the both the lessee and the lessor regarding energy efficiency, carbon footprint reduction, and sustainable resource usage.

A commercial lease agreement is not a mere formality, but a key instrument of legal and business certainty. When carefully drafted in accordance with legal provisions and the needs of both parties, it ensures a clearly defined relationship, predictability in performance, and minimises the risk of disputes. In practice, flexible clauses, a clear allocation of obligations, and provisions for unforeseen events help to insure business stability and efficiency.

Therefore, whether acting as a lessor or a lessee,

zakupac, pravno savetovanje i promišljen pristup ugovaranju zakupa nisu luksuz, već nužnost u savremenom tržišnom ambijentu.

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legal counsel and a thoughtful approach to lease agreements are not a luxury—but rather a necessity in today’s market environment.

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