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租赁合同

Contract of tenancy

立合同人:

Parties to the Contract:

出租方 (以下简称甲方):

Lessor (hereinafter referred to as Party A):

承租方 (以下简称乙方):

Tenant (hereinafter referred to as Party B):

甲、乙双方经过友好协商一致同意订立本合同, 以资共同遵守。

Party A and Party B, having had friendly discussion, hereby agree to enter into the following Contract to be abided by both parties.

一、建物地址:

甲方将其所有的位于上海市_____的房屋在正常状态下出租给乙方_____使用。

1、Address of Building:

Party A shall lease the house of its own which is in good condition and located at _____

二、房屋面积:

出租房屋的登记面积为_____平方米 (建筑面积)

2、Floorage of house

The registered floorage of the house to let is _____square meters (construction floorage)

三、租赁期限:

租赁期自_____年_____月_____日起至_____年_____月_____日止, 甲方应于_____年_____月_____日以前将房屋腾空交由乙方使用。

3、Lease term:

The lease term shall be from _____ month _____ day, _____ year, to _____ month _____ day, _____ year. And Party A should vacate the house turn it over to Party B for use before _____ month _____ day _____ year.

四、租金:

1、数额: 双方议定租金为每月_____整, 乙方以_____形式支付给甲方, 汇率的结算按中国银行当日中间牌价计算。

2、租金调整约定: _____。

3、支付方式: 租金按_____个月为壹期支付, 第一期租金于_____年_____月_____日以前付清, 以后每期租金支付时间为_____前, 先付后住 (若乙方以汇款形式支付租金, 则汇出日为支付日, 汇费由汇出方承担), 甲方收到租金后应予以书面签收。并开具发票。

4、如乙方逾期支付租金超过五个工作日, 则至第六日起每逾期一日按应付租金的百分之一向甲方支付滞纳金; 如乙方逾期超过十五日, 则视为乙方自动退租, 构成违约。甲方有

权收回房屋，并追究乙方的违约责任。

4、Rental:

- 1) Amount: The rental agreed upon by both parties should be _____ one month. The rental shall be paid in _____ Exchange count according to mid-rate of China Bank.
- 2) Agreement of rental adjustment: _____.
- 3) Payment of rental: The payment of rental shall be made _____ month. The first payment shall be made before _____ month _____ day _____ year, Each successive payment shall be made before _____ at other month. Party B shall pay the rental before it moves into the house. (If party B pays the rental in the form of remittance, the date of remitting shall be day of rental payment. The remittance fee shall be borne by the remitter). Party A should sign a written receipt and open invoice after each payment of rental is received.
- 4) If party B delays such rental payment in the excess of five working days, it shall be deemed as automatically quitting tenancy, which shall constitute breach of contract.

五、保证金:

- 1、为确保房屋及其附属设施之安全与完好及租赁期内相关费用之如期结算，乙方同意于 _____ 年 _____ 月 _____ 日支付给甲方保证金共计 _____，甲方在收到保证金后应予以书面签收。
- 2、除合同另有约定之外，甲方应在租赁关系终止之日且乙方迁空、点清、并付清所有的应付费用后，于当日将保证金全额无息退还乙方。
- 3、因乙方违反本合同的规定，而产生的违约金、损害赔偿金以及应付租金及相关费用，甲方可在保证金中抵扣，不足部分乙方必须在接到甲方付款通知后十天内付清。

5、Deposit of security:

- 1) To ensure that the house and its accessory facilities are safe and in good condition and that account of relevant fees are settled on schedule during the term of lease. Party B agrees to pay to Party A _____ before _____ day, _____ month _____ year, as deposit of security for fulfilling to contract. After receiving- title deposit, Party A should sign a written receipt.
- 2) Unless otherwise agreed upon, Party A should return to Party B the full amount of deposit of Security interest free on the day lease is dissolved and Party B has vacated the house, left everything in the house intact and paid up all expenses due.
- 3) Any penalty for breach of contract, compensation for damage and rental and other relevant fees payable arising from Party B's violation of the provision of the contract may be made up for Party B within ten days of the receipt of the notice payment issued Party A.

六、其他费用:

- 1、乙方应承担租赁期内水、电、煤气、电讯、等一切乙方实际使用而产生的费用，并按照帐单如期缴纳。
- 2、物业管理费，土地使用税、房屋维修费等原由甲方支付的费用，仍由甲方缴纳。

6、Other fees:

- 1) Party B should bear the water, electricity, gas and communication fees, and

all other fees incurred by Party B in actual use and pay the bills schedule during the term of lease.

- 2) The land rent, management fees, house maintenance fee that were originally payable by Party A shall continue to be paid by Party A

七、甲方的义务:

- 1、甲方须按时将房屋及附属设施（详见附件）交付给乙方使用。并保证在交房时各种设备可正常使用。
- 2、房屋设施如因质量原因、自然损耗或灾害而受到损坏时，甲方有修善的责任并应承担有关的费用。
- 3、甲方应确保所出租的房屋具有出租的权利，如在租赁期内，该房屋发生所有权全部的或部分的转移、设定他项物权或其他影响乙方权益的事情时，甲方应保证所有权人、他项权利人或其他影响乙方权益的第三者，能继续遵守本合同所有条款，反之如乙方权益因此而遭受损害，甲方应负赔偿责任。
- 4、租赁期内，甲方不得无故终止合同，否则甲方需双倍退还乙方保证金。

7、Obligations of Party A:

- 1) Party A shall turn over the house and accessory facilities (see the appendix for detail) on schedule to Party B for use.
- 2) Party A shall be responsible for repairing any damage of the house due to poor quality, natural wear and tear or calamities and bear the expenses thereof
- 3) Party A should ensure that the house let out is entitled, to the lease, If all or part of the ownership of the house is transferred. Other rights are settled or any other happening affects the rights and interests of Party B during the leasehold. Party A should guarantee that the owner or any other third party that affects the rights and interest of Party B continue to abide by all the articles of the contract. Otherwise, Party A shall be liable for compensating to loss to the rights and interests suffered by Party B therefrom.
- 4) During the lease term, Party A can't violate the contract without any reason, otherwise Party A should refund the double deposit of security to Party B.

八、乙方的义务:

- 1、乙方应按合同规定，按时支付租金、保证金及其他各项应付费用。
- 2、乙方经甲方同意，可以在承租用房内进行装修及添置设备。租赁期满后，乙方可将添置的可拆动的动产部分自行拆运，并保证不影响房屋的完好及正常使用。
- 3、乙方应按本合同的约定合法使用租赁房屋。未经甲方同意，不得擅自改变其使用性质，不得将承租的房屋转租或分租，不应存放危险物品，应爱护所租赁的房屋及设施。如因乙方的过失或过错致使房屋及其设施损坏，乙方应承担全部责任，并赔偿一切损失。

8、Obligations of Party B:

- 1) Party B should pay the rental, deposit of security and other fees payable on schedule according to the provisions of the contract.
- 2) Party B may, upon approval Party A, fit up the rented house and add equipment therein during the leasehold. Upon expiration of the leased hold. Party B may remove the added part of property that is removable, but it must ensure that the house is in good condition for normal use.
- 3) Party B should use the rented house lawfully according to the provisions of the contract

without the approval by Party A Party B must not change the nature of the use of the house, must not transfer the lease of the house it has rented or sublet it. No hazardous materials and goods shall be allowed to be kept in the house and take good care of the house rented. Party B shall be liable for compensating for any damage caused to the house and facilities due to Party B's fault or misuse and refunds all the damage.

九、合同终止及解除的规定：

- 1、 乙方在租赁期满后，有优先承租权；如需续租，应提前一个月通知甲方，由双方另行协商续租事宜。
 - 2、 赁期满后，乙方应在_____日内将所承租的房屋交还甲方，如有留置的任何物品，在未取得甲方的谅解情况下，均视为放弃，任由甲方处置，乙方决无异议。
 - 3、 本合同一经双方签章后立即生效，未经双方同意，不得任意终止。如有未尽事宜，甲乙双方可另行协商解决。
- 9、 Termination and Dissolution of the contract:
- 1) If Party B intends to renew the leased hold upon its expiration, it should notify Party A of such intention two month in advance, Then the two parties shall discuss matter over the renewal of leasehold.
 - 2) Upon the expiration of the leasehold. Party B should turn the rented in the house shall without obtaining previous understanding of Party A, be deemed as things given up by Party B and shall be disposed of house back to by Party A with three days. Any belongings left behind by Party A at its discretion, to which Party B shall raise no objection.
 - 3) This contract shall go into effect the moment it is signed by both parties. It must not be terminated at will without the approval of both parties. Anything not covered in the contract shall be discussed separately by Party A and Party B.

十、违约处理：

- 1、 甲、乙任何一方如未按本合同的条款履行，导致本合同中途终止，并且、过错方在未得到对方的谅解的情况下，则视为违约。双方同意违约金为_____整。若违约金不足以弥补无过错方之损失，则违约方还需就不足部分支付赔偿金。
- 2、 凡在执行本合同或于本合同有关的事情时发生争议，应首先友好协商。协商不成，可向有管辖权的人民法院提出诉讼。
- 3、 因不可抗因素（战争、自然灾害等）致使本合同不能正常履行，乙方则不够成违约。如因人事调动等原因，乙方则构成违约。

10、 Handling of Breach of Contract:

- 1) If failure of either Party A or Party B To fulfill the articles of the contract before its expiration, the party at fault shall be deemed as violating the contract without obtaining the understanding of the other party. The two parties agree that the penalty for breach of contract shall be _____, In case such penalty is not sufficient to make up for the loss suffered by the faultless party, the party that has violated the contract shall pay additional compensation.
- 2) Any dispute arising execution of the contract or in connection with the contract should be settled through friendly discussion between the two parties. If no settlement can be reached through discussion. Both parties shall have the right to sue with the people's court that has jurisdiction over the matter.
- 3) If because some special reasons (war, natural disaster and so on) make this contract can not be

performed normally, Party B can not be called break of contract. If because transference of person, Party B is called break of contract.

十一、其他:

- 1、本合同的附件是本合同的有效组成部分，具有同等的法律效力。
- 2、本合同一式贰份，甲、乙双方各执壹份。
- 3、甲、乙双方如有特殊事项，可在本款中另行约定。
- 4、本合同中英文版本间如有差异，以中文版本为准。

11.Others:

1. The appendix is an effective component of this contract, which shall have the same force of law.
2. This contract is made in 2 copies; Party A and Party B hold copies each.
3. If Party A or Party B has any specific matters, both parties in this separate clause may agree it upon.
4. The Chinese version of the contract is prevailing the english version

甲 方:

乙 方:

Party A:

Party B:

证件号码:

证件号码:

ID No:

ID No:

联系地址

联系地址

Address:

Address:

电 话:

电 话:

Tel:

Tel:

代 理 人:

代 理 人:

Agent:

Agent:

日 期:

日 期:

Date:

Date:

租赁合同之附件(家具清单)

Contract of Tenancy Appendix (Furniture List)

租赁标的物: The property:				现场电话:			
名称	Item	品牌	数量	名称	Item	品牌	数量
		Brand				Brand	
彩电	Color TV			吊橱	Upper-cupboard		
录像机	Videocorder			炊具	Cooker		
音响	Acoustics			双人床	Double bed		
空调	Air-condition			单人床	Single bed		
冰箱	Refrigerator			床垫	Mattress		
洗衣机	Washer			床头柜	Bedside Table		
烘干机	Dryer			窗帘	Curtain		
微波炉	Microwave			地毯	Carpet		
电话	Telephone			台灯	Desk Lamp		
炉灶	Gas Cooker			角几	End Table		
烤箱	Oven			矮柜	Lower Cupboard		
热水器	Water Heater			电视柜	TV Cupboard		
排油机	Exhaust			饮水机	Drinking Trough		
电饭煲	Rice Cooker			椅子	Chair		
烘碗机	Dishwasher			家庭影院	Home Cinema		
沙发	Sofa			电熨斗	Electric Iron		
咖啡几	Coffee Table						
酒柜	Bar						
餐桌	Dining Table						
餐椅	Dining Chair						
化妆台	Vanity						
衣柜	Closet						
书桌	Desk						
书橱	Bookcase			备注: Remarks: 交屋时间: 月 日			
食橱	Cupboard						
双方已清点上述家具,证实无误.				We've examined & made count on the above items.			
起租日 Beginning Day:				退租日 End Day:			
水表数 Water Meter:				水表数 Water Meter:			
电表数 Electricity Meter:				电表数 Electricity Meter:			
煤气表数 Gas Meter:				煤气表数 Gas Meter:			
甲方(Party A):				甲方(Party A):			
乙方(Party B):				乙方(Party B):			