

租赁合同

Leasing Contract

出租人（甲方） Lessor (hereinafter referred to as **Party A**) :

承租人（乙方） Lessee (hereinafter referred to as **Party B**) :

根据国家有关法律、法规和有关规定，甲乙双方在平等自愿的基础上，经友好协商，就甲方将其合法拥有的房屋出租给乙方使用，乙方承租使用甲方房屋事宜，订立本合同。

In accordance with relevant Chinese laws, decrees and pertinent rules and regulations, Party A and Party B have reached an agreement through friendly consultation to conclude the following contract.

一、物业 Property:

甲方同意将其所有的位于_____市_____区_____房屋及其设施在良好及可租赁的状态下租给乙方 居住 使用，出租房的面积总计约_____平方米。

Party A hereby agrees to lease its property located in _____ City _____ and the related facilities in good and tenable condition to Party B for residential use, the size of leased property is approximately _____m²

二、租赁期 Term of Tenancy:

1. 租赁期为自_____年_____月_____日至_____年_____月_____日。甲方应于_____年_____月_____日前将房屋腾空并交付乙方使用。

The above property is hereby leased, commencing on _____(year)_____ (month)_____ (day) and expiring on _____(year)_____ (month)_____ (day).

Party A will clear the property and provide it to Party B for use before _____(year)_____ (month)_____ (day).

2. 租赁期满，甲方有权收回全部出租房屋，乙方应如期交还。乙方需继续承租该房屋的，则应于租赁期满前一个月，向甲方提出续租书面要求，经甲方同意后签订新的租赁合同。

On expiry of the tenancy, Party A has the right to take back the entire leased property and Party B shall deliver the leased property to Party A. Party B shall apply for extension in writing to Party A one months before the expiration if Party B intends to continue the lease, the new lease contract shall be signed after getting Party A's approval.

三、租金 Rental:

1. 双方议定租金为每月人民币_____元整(¥_____)包括房屋的物业管理费, _____发票费用。

The rent agreed to by both parties is RMB _____(¥_____)per month, including property management and _____ invoice fees.

2. 租金按_____个月为壹期支付;第一期租金于_____年___月___日以前付清;以后每期租金于每_____个月的第_____日以前缴纳,先付后住(若乙方以汇款形式支付租金,汇费由汇出方承担)。甲方收到租金后予以书面签收。

Payment of rental will be one installment every _____ month(s). The first installment will be paid before _____(year)_____ (month)_____ (day). Each successive installment will be paid before the _____ day every _____month. Party B will pay the rental before using the property and attached facilities (In case Party B pays the rental in the form of remittance, the date of remitting will be the day of payment and the remittance fee will be borne by the remitter.) Party A will issue a written receipt after receiving the payment.

3. 如乙方无故逾期支付租金超过_____天,则每天以月租金的_____%支付滞纳金;如乙方无故逾期支付租金超过十五天,则视为乙方自动退租,构成违约,甲方有权收回房屋,并追究乙方违约责任。

In case the rental is more than _____days overdue, without any notice from Party B to Party A, Party B will pay _____% of monthly rental as overdue fine every day; if the rental is paid 15 days overdue, without any notice from Party B to Party A, Party B will be deemed to have withdrawn from the property and breach the contract. In this situation, Party A has the right to take back the property and take actions against Party B's breach.

四、保证金 Security Deposit:

1. 为确保出租房屋及其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___日前支付给甲方保证金人民币_____元整(¥_____),甲方在收到保证金后予以书面签收。

To ensure the welfare and good condition of the leased property and attached facilities as well as the prompt payment and settlement of all related charges during the term of the tenancy, Party B agrees to pay Party A ; RMB _____ (¥_____) as a security deposit-before_____ (year)_____ (month)_____ (day). Party A will issue a written receipt after receiving the deposit.

2. 除合同另有约定之外,甲方应于租赁期满或此合同提前终止之日,且双方确认交房方迁空、清点,当天将保证金全额无息退还乙方,在甲方退还保证金之前,乙方有权保留房屋钥匙。

Unless otherwise provided in this Agreement, Party A shall return to Party B the entire security deposit without interest thereon upon expiration of the tenancy or sooner termination of this Agreement, and at the time when both parties have confirmed the return of the premises. Party B has the right to retain the keys to the premises until Party A returns the deposit.

3. 甲方因乙方违反本合同的规定而受的损失(正常损耗除外),乙方有权先期维修,在维修无过的情况下,在甲方提供损失证据的前提下,可在保证金中扣抵合理数目,不足部分乙方必须在接到甲方付款通知后十天内补足。

Party A may deduct a reasonable amount of security deposit towards Payments of any actual damages (except normal wear and tear), party A should keep Party B having a chance to fix, in case Party B is not able to fix the damages, with providing the receipt of the cost of the damages, Party A shall have incurred or suffered as a result of Party B's breach of this Agreement. In case the security deposit is not sufficient to cover such amounts, Party B must pay the deficient within 10 days of the receipt of a demand from Party A.

五、甲方的义务 Obligations of Party A:

1. 甲方须按时将出租房屋以良好状态交付乙方使用。

Party A shall deliver on schedule to Party B the leased property for Party B's use.

2. 租赁期内甲方不得无故收回出租房屋。(除非本合同另有规定)

Party A shall not take back the leased property, without cause, during the term of the tenancy.(unless otherwise stipulated in this Agreement)

3. 在乙方遵守本合同的条款及交付租金的前提下,如非中国法律特别规定,乙方有权于租赁期内拒绝甲方或其他人骚扰而安静享用出租房屋。

Provided Party B paying the rent and performing and observing Party B's terms and conditions herein contain shall peaceably hold and enjoy the leased property throughout the term of this Agreement without any interruption by Party A or any other person save and except as required by the law of the People's Republic of China.

4. 房屋基本设施和结构(不包括乙方损坏的家私和器具)损坏时(正常损耗除外),甲方有修缮的责任并承担有关的费用,并对其作定期修保。

Party A is responsible for repairing and maintaining the basic facilities (excluding furniture and appliances damaged by Party B (normal wear and tear is not included)), the structure of the leased property and for bearing all costs related thereto.

5. 甲方谨在此声明及保证甲方为出租房屋的合法拥有人并有合法地位出租此房屋予乙方。就本合同及出租此房屋予以乙方之事,甲方已取得所有有关机构的批准,包括政府批准及抵押权人的同意(如适用)。甲方于本合同所做出的声明及保证,如有错误或违反者,甲方须就乙方因此而引致的任何损失、损害、支出及费用做出全部补偿。

Party A hereby represents and warrants that Party A is legal owner of the leased property and has the necessary legal capacity to lease the property to Party B. Party A has also obtained all the necessary authorizations from all relevant authorities in the People's Republic of China in respect of this Agreement and the leasing of the property to Party B, including government approval and/or mortgage consent (if applicable).

Party A shall be liable to Keep Party B be fully indemnified against any costs, expenses, losses and damages incurred to suffered by Party B as a result of any breach of Party A's representations of warranties herein(including but not limited to legal costs.

6. 如在租赁期内,租赁房屋发生所有权全部或部分转移、和其他影响乙方权益的事情时,甲方应保证所有权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。如乙方于本合同下的权益受此等所有权人或第三者所影响或损害,甲方须负责补偿乙方的所有损失、损害、支出及费用。

If during the term of the tenancy, all or part of the leased property is transferred of Party B's right to use leased property is affected, Party A shall ensure that such transferee or third party having an effect on Party B's right to use the leased property will continue to abide by the terms of this Agreement. Party A shall also be liable to keep Party B be fully any of Party B's interests herein are affected or prejudiced by such transferee or third party.

六、乙方的责任 Obligations of Party B:

1. 乙方经甲方事先书面同意，可在承租用房内进行装修及添置设备。在乙方入住前，甲方应彻底打扫此出租房屋。租赁期满后恢复原状或可正常出租状态（正常损耗除外），并承担其费用，经甲方验收认可后归还甲方。乙方在租赁结束交房时应保持房屋清洁。

Party B may, with the prior written consent of Party A, renovate and install additional facilities in the leased property. Before Party B moves in, Party A shall provide professional cleaning to the property. Upon expiry of the tenancy, the leased property shall be returned to Party A in its original conditions of normal lease conditions (fair wear and tear excepted), and all expenses arising there from shall be borne by Party B. Party B shall keep the premise clean once returning it to Party A.

2. 乙方应按本合同的约定合法使用租赁房屋，不得擅自改变使用性质，不应存放中华人民共和国法律下所禁止的危险的物品，如因此发生损害，乙方应承担全部责任。

Party B shall use the leased property legally as agreed in this Agreement and may not change such use on its own. Party B shall not store any dangerous items which are prohibited by the laws in the People's Republic of China in the leased property and shall be fully responsible for any damages or losses as a result thereof.

3. 未经甲方事先书面同意，乙方不得将承租的房屋转租或分租给其他的第三方。

Without Party A's prior written consent, Party B may not assign the tenancy or sublet the leased property to a third party.

七、违约处理 Breach of Agreement:

1. 甲、乙任何一方在未征得对方谅解的情况下，不履行本合同规定条款，导致本合同中途中止，则视为该方违约，双方同意违约金为人民币_____元整（¥_____），若违约金不足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。

During the lease term, any party who fails to fulfill any article of this contract without the other party's understanding will be deemed to breach the contract. Both parties agree that the default fine will be RMB _____ (¥ _____). In case the default fine is not sufficient to cover the loss suffered by the faultless party, the party in breach should pay additional compensation to the other party.

2. 乙方有下列行为之一的，甲方有权终止本合同，收回出租房屋，并且保证金不予退还。

Party A shall have the right to terminate this Agreement, re-possess the leased property and forfeit the security deposit if Party B commits one of the following:

a) 将承租的房屋擅自转租

Sublets the leased property to another person

b) 未得甲方同意将承租的房屋擅自拆改结构或改变用途的

Alters the structure of the leased property without authorization or uses the leased property rather than for the purpose stated herein

八、不可抗力 Force Majeure

若由于不可抗拒的自然灾害（包括但不限于火灾、洪水、地震、施工、战争暴动、敌对、瘟疫等行为等）获其他非乙方过错所造成的对本物业的损毁致其无法居住或使用本物业，乙方有权终止本组契约，甲方必须全数退还乙方所有保证金和当月所余租期之相应租金。

If the leased property is destroyed, damaged and rendered uninhabitable or unusable due to force major (include, but not limited to, fires, flood, earth quakes, accidents, strikes, wars, insurrections, public enemy, pestilence etc). or actions that are not the result of Party B's fault, Party B shall have the right to terminate this Agreement and prorated balance of all rents and management fees paid, as well as security deposit, shall be returned to Party B without any set-offs or deductions.

九、适用法律 Applicable Law:

本合同的成立，其有效性，解释，签署和解决与其有关的一切纠纷均应受中国法律的管辖并依据中国法律解释。
The formation of this Agreement, its validity, interpretation, execution and settlement of any disputes arising hereunder shall be governed by and construed in accordance with the laws of the People's Republic of China.

十、争议的解决 Dispute Resolution:

凡因执行合同所产生的或与本合同有关的一切争议，双方应通过友好协商解决；协商不成，应提交上海仲裁委员会，按其仲裁规则和中华人民共和国仲裁法在上海进行仲裁，仲裁裁决是终局的，对双方都有约束力。
In the case of disputes arising over this Agreement or any matters related hereto, the parties shall negotiate in good faith to arbitration by Shanghai Arbitration Commission in Shanghai accordance with its arbitration rules .The decision of the arbitrage body is final and shall be binding on the parties hereto.

十一、其他 Others:

1. 本合同附件是本合同不可分割的组成部分，具有同等法律效力。

The attachment to this Agreement is an inseparable part of this Agreement and is equally enforceable.

2. 本合同如有未尽事宜，由甲、乙双方洽谈解决。

If this Agreement is unclear with respect to certain matters, the two parties shall discuss to resolve such ambiguities.

3. 本合同自签字之日起生效。未经双方同意，不得任意终止或修改（本合同另有约定除外）本合同一式三份，甲、乙双方各执一份，中介执一份。

This Agreement shall become effective upon the signing thereof by the parties hereto. Save and except as provided in this Agreement, this Agreement may not be terminated or amended without the consent of both parties. There are three originals of this Agreement, one for each party and agency hold one.

4. 双方须各自分担因准备，商讨及签署本合同所引致法律费用。

Each party shall bear its own legal costs in relation to the preparation negotiation and execution of this Agreement.

Date 日期: _____.

甲方(Party A Name):

乙方(Party B Name):

身份证(ID):

护照号(Passport):

电话(Telephone):

电话(Telephone):