

租赁合同

TENANCY AGREEMENT

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

承租方（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，经友好协商一致，就甲方将其合法拥有的房屋出租给乙方使用，则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、 物业地址 Location of the premises

甲方将其所有的位_____其中一间及其附属设施在良好状态下出租给乙方用_____个月。

Party A will lease to Party B the premises and attached facilities all owned by Party A itself, which is located at _____ and in good condition for _____ months.

二、 房屋面积 Size of the premises

出租房屋的登记面积大约为 12 平方米（建筑面积）。

The registered size of the leased premises is 12 square meters (Gross size).

三、 租赁期限 Lease term

1. 租赁期限自_____起至_____止，为期_____个月，甲方应于_____将房屋腾空并供乙方使用。

The lease term will be from _____ to _____ for a total period of _____ months. Party A will clear the premises and provide it to Party B for use before _____.

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，则应于租赁期满提前 2 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 2 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

四、 租金 Term of tenancy Rental

1. 数额：双方商定租金为每月人民币_____元整，乙方以现金形式支付给甲方。租金包含每月房租与公共区域清洁费，不包含网费、水和煤气费、电费。

To by both parties agreed the amount is RMB _____ per month. INCLUDING monthly rent, EXCLUDED shared area cleaning, building properties management fee, Wi-Fi, and gas, water, electricity fee.

2. 乙方应支付租金给甲方通过银行汇款的银行账户请见合同附件。

Party B shall pay the rent by bank transfer to party's A bank account which is designated to contract attachment.

3. 租金按一个月为壹期支付；第一期租金于_____前付清；先付后住（若乙方以汇款形式支付租金，则以汇出日为支付日，汇费由汇出方承担）。甲方收到租金后予书面签收。以后每期租金于_____20th_____缴纳

Payment of rental will be one installment every month. The first installment will be paid before _____ Party B will pay the rental before using the premises 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. Each successive installment will be paid on _____ 20th _____ each month.

4. 如乙方逾期支付租金超过三天，则每天以租金金额的 10% 支付滞纳金；如乙方逾期支付租金超过五天，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 rent is more than three working days overdue, Party B will pay 10 percent of rent as overdue fine every day, if the rental be paid 5 days overdue, Party B will be deemed to have withdrawn from the premises and breach the contract. In this situation, Party A has the right to take back the premises and take actions against party B breach.

五、 公共事业费 Utilities Fee

乙方应支付每月的水电煤在收到甲方通知的 3 个工作日之内。乙方可以在甲方公司支付或者公寓的前台支付。Regarding Utilities fee, Party B need to drop off the monthly utilities fee to Party A office or (apartment reception)from the bill notice day in 3 working days.

如乙方逾期支付每月的水电煤账单超过三天，则每天以水电煤账单金额的 10% 支付滞纳金；如乙方逾期支付水电煤账单超过五天，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 utilities fee is more than three working days overdue, Party B will pay 10 percent of utilities fee as overdue fine every day, if the utilities fee be paid 5 days overdue, Party B will be deemed to have withdrawn from the premises and breach the contract. In this situation, Party A has the right to take back the premises and take actions against party B breach.

六、 保证金 Deposit

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_____前支付给甲方保证金_____人民币。甲方在收到保证金后予以书面签收。Guarantying the safety and good conditions of the premises and attached facilities and account of relevant fees are settled on schedule during the lease term, party B will pay RMB _____ to party A as a deposit before _____. Party A will issue a written receipt after receiving the deposit.

3. 乙方有下列行为之一的，甲方有权终止合同，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

Sublet 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

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

十一、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.

此证明应由遇到此不可抗力的的一方的当地公证机关出具。如此，此遇到不可抗力影响的一方的赔偿责任即可被免除。

The certificate shall be issued by the local notary office of the party confronted with the force Majeure. Thus, the liability of compensation of the Party confronted with Force Majeure can be exempted.

十二、适用法律 Applicable Law

本合同的成立，其有效性，解释，签署和解约与其有关的一切纠纷均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.

十三、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 Commission in Shanghai accordance with its arbitration rules. The decision of the arbitrage body is final and shall be binding on the parties hereto.

十四、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. 本合同由中文与英文写成，以中文版本为准，英文仅供参考。

This Agreement is written both in Chinese and English languages. Only Chinese versions shall be authentic, English version is for reference.

4. 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）本合同一式二份，甲、乙各执一份。

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.

5. 双方须各自分担因准备，商讨及签署本合同所已致法律费用。

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

6. 乙方违约，押金与租金一概不退还。

During the stay in any case part B breaks contract, The rent and deposit Non-refundable.

7. 乙方若需要甲方协助找下为承租人，乙方需要向甲方提出书面的申请甲方找下为承租人的服务费为押金的 35% 一次性。

Party A offer the services of help Party B find replacement. The services fee as 35% of Party B's deposit at once.

8. 若有亲朋好友访问，请提前书面的形式告知甲方。并告知详细的居留时间。夜晚好友访问，请在 23 点之前离开公寓。

Welcome friends or family visiting but they're not legal to live in golden city garden without get permission from Roomin shanghai International share house office. The guest need to leave golden city garden property before 23pm night time.

9. 乙方应将个人物品放在自己的房间内锁好，任何东西遗失甲方概不负责
Please keep personal belongs in provide room and lock the room when left apartment. We do not take any responsibility for any loose in common area
10. 早上 8 点到晚上 10 点，请保持公寓公共区域安静 Apartment time hour(8am-10pm)quiet
11. 乙方需要保持厨房（清洁清理个人物品，个人而产生的厨房的将垃圾）乙方需要保持公共区域，公共洗手间干净整齐无意味，甲方在收到客房室友投诉，由于乙方个人行为而造成他人生活困扰，甲方就其追求乙方责任，情况严重者，甲方则视乙方行为为违约，甲方有权扣留乙方的租金与押金并要求乙方在 24 小时内离开公寓.Kitchen(clean own dish after use, the own garbage)、share area living room、bathroom keep as much clean as you can. In any case of complains by flat mate Party B should leave apartment in 24hours .and Party A has the right to get back the room and all payment nonrefundable
12. **DISPUTES**
In case of any dispute concerning the apartment that Party B has with its flat mates, Party B is obliged to discuss it first with the flat mates. If the dispute cannot be resolved, Party B will contact Party A. 关于室友之间居住过程中所发生的问题，乙方应与同屋室友先请自行协商，协商不妥有需要再请甲方介入协助沟通，甲方概不接受没有事先自行协商关于室友与室友之间的问题.

本合同于_____ 签订
This Agreement was signed in _____

签署 Sign

签署 Sign

出租方 Party A xxxxxx

承租方 Party B

Email: xxxxxxxx

E-mail:

电话 Telephone number

电话 Telephone number