

# 租赁合同

## PREMISES LEASE CONTRACT

出租人：(甲方) 张炜

身份证号：310108196812081616

Landlord: (Party A)

ID Card:

承租人：(乙方) CzechTrade Promotion Agency

Tenant: (Party B)

ID Card:

甲乙双方经过友好协商一致订立本合同，以资共同遵守。

Having reached unanimity through friendly consultation and negotiation, Party A and Party B, here by agree to enter into the following contract to be abided by both parties.

### 一、 物业地址 Location of the premises

甲方将其所有的位于上海市 静安区北京西路 758 弄 4 号 12A02 室 的房屋及其附属设施在良好及可租用的状态下出租给乙方 居住 使用。该房屋的产权证编号为 静字 (2005) 第 010158 号。

Party A lets its lawfully owned premises to Party B in good and tenantable condition, which is located at room 12A02 block 4 lane 758 Beijing xi rd jing'an district purpose. The certificate number of the Real Estate Ownership Certificate of the said property is 2005010158.

### 二、 房屋面积 Size of the premises

出租房屋的登记面积为 80 平方米。

The registered floorage of the premises let by Party A shall be 80 square meters.

### 三、 租赁期限 Lease term

租赁期自 2015 年 8 月 8 日起至 2016 年 8 月 7 日止，甲方应于 2015 年 8 月 8 日以前将房屋腾空并交付乙方使用。

The lease term shall be from August (month) 8th (day) 2015 (year) to August (month) 7th (day) 2016 (year). Party A shall vacate the premises and deliver it to Party B for use before August (month) 8th (day) 2015 (year).

#### 四、租金 Rental

1. 数额: 双方议定租金为每月人民币 壹万叁仟伍佰 其中 包含 物业费, 包含 发票费, 乙方以 现金或转账 形式支付给甲方。如转账, 银行转帐凭证作为支付依据  
Amount: The total amount of monthly rental agreed upon by both parties shall be ¥ 13500RMB per month including Property management fee including Invoice. Party B shall pay the rental to Party A in the form of Cash or transfer. If the transfer, Bank vouchers is used as a basis for payment

#### 2. 支付方式 (Method of payment):

租金按 壹 个月为一期支付; 第一期租金于 2015 年 8 月 8 日以前付清; 以后每期租金支付时间为应交款当月的 伍 日, 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)。甲方收到租金后提供发票应予乙方。  
The payment of rental shall be made each one months. The first payment shall be made before August (month) 8th (day) 2015 (year). Each payment shall be made no later than 5th day of every months. Party B shall pay the rental before it moves into the premises. (If Party B pays the rental in the form of remittance, the date of remitting shall be the day of rental payment, and the remittance fee shall be borne by the remitter.) Party A should issue an invoice (fapiao) after receiving each payment of the rental.

3. 如乙方逾期支付租金, 则每逾期一日按应付月租金的 0.5% 向甲方支付滞纳金。如乙方逾期支付租金超过十五日, 则视为乙方自动退租, 构成违约, 甲方有权收回房屋, 并追究乙方违约责任。

If Party B delays such rental payment, Party B shall pay penalty to Party A at the rate of 0.5 % of the due rental for each day of delay. If the delay is in excess of 15 days, it shall be deemed as automatically quitting tenancy, which shall constitute breach of Contract. In this situation, Party A shall have the right to recover the leased premises and take actions against party B for liabilities of breach of Contract.

#### 五、保证金 Deposit of Security

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, 乙方同意支付给甲方保证金共计人民币 贰万柒仟。如转账, 则以银行转帐凭证作为支付依据。甲方在收到保证金 3 日内提供给乙方保证金收据。

To ensure that the premises and its accessory facilities are safe and in good condition and that accounts of relevant fees are settled on schedule during the lease term, Party B agrees to pay to Party A 27000RMB as a deposit of security for fulfilling the Contract. If, transfer, Bank vouchers is used as a basis for payment. Party A shall provide Party B with the receipt for the deposit within three days upon receiving the deposit paid by Party B.



2. 除合同另有约定之外, 甲方应于租赁关系消除且乙方保证原有房屋及设施完好无缺, 迁空、点清, 并付清所有应付水电煤费用后将保证金全额无息退还乙方。

Unless otherwise agreed upon, the full amount of the deposit of security shall be returned by Party A in full amount to Party B when the lease expires. The amount can be reduce only upon proven damage cause by flagrantly improprieate use of the premises or unpaid fees for water, gas or electricity

3. 因乙方违反本合同的规定而产生的违约金或损害赔偿金以及应付租金及相关费用, 甲方可经乙方书面确认后在保证金中抵扣。

Any penalty for breach of Contract or compensation for damage arising from Part B's violation of the provisions of the contract may be deducted by Party A from the deposit of security after and only with receiving the written confirmation from Party B.

#### 六、 甲方的义务 Obligations of Party A

1. 甲方须按时将房屋及附属设施(详见附件)交付乙方使用。

Party A shall turn over the premises and accessory facilities (details refer to the appendix of furniture list) on schedule to Party B for using.

2. 房屋设施如因质量原因、自然损耗或灾害而受到损坏时, 甲方应在得到乙方的通知后 3 天内负责修缮并承担相关费用。

In case the premise and attached facilities are damaged due to poor quality, common use, natural tear, and wear or calamities, Party A shall be responsible to repair and pay the relevant expenses thereof within 3 days from notice given by party B.

3. 甲方应确保其为出租房屋的合法拥有人, 按中国法律该房屋可以出租, 如在租赁期内, 该房屋发生所有权全部或部分的转移, 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, 甲方应负责赔偿责任。

Party A shall ensure that Party A is the legal owner of the premises and the premises can be rent according to Chinese law. If all or part of the ownership of the premises is transferred, other rights in rem are settled, or any other happening affects the rights and interests of Party B during the leasehold, Party A should guarantee that the owner, person to the rights in rem or any other third party that affects the rights and interests of Party B continue to abide by all the articles of the contract. Otherwise, Party A shall be liable for compensating the loss to the rights and interests suffered by Party B there from.

#### 七、 乙方的义务 Obligations of Party B

1. 乙方应按合同的规定, 按时支付租金、保证金及其他各项应付费用。

Party B should pay the rental, deposit and other fees payable on schedule according to the provisions of the contract.

2. 乙方可在承租期间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清洁使用。

Party B may decorate the leased premises and add equipment therein during the

leasehold. Upon expiration of the leasehold, Party B may remove the added part of property that is removable, but Party B must ensure that the premises is in good and clean condition for use.

3. 未经甲方同意, 乙方不得将承租的房屋转租或分租给第三方, 乙方应爱护使用该房屋, 如因乙方过失或过错致使房屋及设施受损, 乙方应承担赔偿责任。

Party B shall not transfer or sublet the leased premises without Party A's approval and should take good care of the leased premises. Party B shall be liable for compensating for any damage it caused to the premises and attached facilities resulting from Party B's fault or negligence.

4. 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。

Party B shall use the leased premises lawfully according to the provisions of the contract. Party B shall not arbitrarily change the use of the said premise.

5. 乙方租赁期内产生的 水费, 电费, 煤气费, 等一切因乙方实际使用而产生的费用, 由乙方按公共事业单位的单据如期缴纳。

Party B should pay for the water, electricity, gas, and all other fees incurred by Party B in actual use according the bills from relevant public service department on schedule during the terms of lease.

#### 八、 合同终止及解除的规定 Termination and dissolution of the contract

1. 乙方在租赁期满后, 如需续租, 应提前 30 日通知甲方, 由双方另行协商续租事宜。

If Party B intends to renew the leasehold upon its expiration, it shall notify Party A of such intention 30 days prior to the expiration of the lease term. Then, the two parties shall discuss matters over the renewal of leasehold.

2. 租赁期满后, 乙方应在三日内将承租的房屋及设施在正常状态下交还甲方, 如有任何滞留物品, 在未取得甲方的谅解之下, 均视为放弃, 任凭甲方处置, 乙方决无异议。

Upon the expiration of the leasehold, Party B shall return the leased premises and accessory facilities in normal condition to Party A within three days. Any belongings left behind 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 by Party A at its discretion, to which Party B shall raise no objection.

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, 甲方同意如乙方不能住满合同, 找到新的租客找替代他,

This contract shall come into force upon the date of being signed by both parties. It must not be terminated at will without the approval of both parties. However, if the party B finds a new party that step into its legal position, party A cannot reject such replacement.

Anything not covered in this contract must be consulted separately by Party A and Party B.

#### 九、 违约及处理 Handling of Breach of contract



1. 甲、乙双方任何一方在未征得对方谅解的情况下，如未按本合同规定的条款履行，导致本合同中途终止，则视为该方违约，双方同意违约金为人民币 壹万叁仟伍佰。

The two parties agree that in case that any party terminates the contract before the end of agreed time, the penalty for such breach of contract shall be 13500RMB .。

2. 凡在执行本合同或与本合同有关的事情时双方发生争议，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。

Any dispute arising from the execution of, or in connection with the contract shall be settled through friendly negotiation between both parties. In case no settlement can be reached, , the disputes can be submitted to the people's court which has jurisdiction over the premises.

#### 十、 其他 Others

1. 本合同附件是本合同的有效组成部分，与本合同具有同等法律效力。

The appendix is an effective component of this contract, which shall have the same force of the law.

2. 本合同一式叁份，甲、乙双方以及中介各持一份。

This contract is made in three copies, three for each Party held and agent

3. 租赁期间，若乙方以银行转帐方式支付每期租金，则甲方指定银行帐户为(Bank account for rental payments):

户名(Beneficiary): 张炜 zhang wei

帐户(Account number): 4100 6221 2468 1208

开户银行(Bank): 中国招商银行 (China Merchants Bank)

3.. 本合同及其附件用中文和英文书写，二种文本具有同等效力，上述二种文本如有不符，以中文本为准。

This agreement and its appendix are written both in Chinese and English, and the two copies are equally authentic. If there is any inconsistency between them, take the Chinese copy in writing separately as the standard.

4. 甲、乙双方如有特殊事项，可在本款另行约定：

If Party A or Party B has any specific matters, it may be agreed upon by both parties in this separated clause:

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甲方: 张炜

Party A:

张炜

证件号码: 310108196812081616

ID No:

联络地址:

Contact Address:

浦星公路588弄63号

电话:

Tel:

18918500379

日期:

Date:

2015.8.6.

乙方: CzechTrade Promotion Agency

Party B(Representative):

Signature

证件号码:

ID No:

50128912

联络地址:

Contact Address:

Dittrichova 21, 128 01 Praha 2

电话:

Tel:

日期:

Date: 6<sup>th</sup> SEPTEMBER

中介方:

Real Estate:

电话:

Tel:

联络地址:

Contact Address:

日期:

Date:

Signature

18601695758

021-32519649

2015.8.6.



# 合同附件（设施清单） 家具以实际入住为准

## APPENDIX TO CONTRACT(FURNITURE LIST)

标的物（The Property）:

名 称	ITEM	品牌 BRAND	数量 COUNT	名 称	ITEM	品牌 BRAND	数量 COUNT
彩 电	Color TV			衣 柜	Wardrobe		
影碟机	DVD			书 桌	Desk		
音 响	sound			柜	Cupboard		
微波炉	Microwave oven			双人床	Double bed		
空 调	Air Conditioner			单人床	Single bed		
冰 箱	Refrigerator			床 垫	Mattress		
洗衣机	Washing machine			床头柜	Bed-size. table		
烘干机	Drying machine			电视柜	Tv cabinet		
热水器	Water heater			窗 帘	Curtain		
排油烟机	Exhaust hood			地 毯	Carpet		
电话机	Telephone			吊 灯	Pendent lamp		
炉 灶	stove			台 灯	Desk lamp		
烤 箱	Oven			茶 几	Tea table		
沙 发	Sofa			餐 桌	Dining table		
梳妆台	Dressing table			餐 椅	Dining chair		
				饮水机	Water dispenser		
遥控器							
钥匙	大门:	小门:	信箱:				
门卡							
水表号(Water Meter)							
电表号(Electricity Meter)		平段(Day):			谷段(Eve):		
煤气表号(Gas Meter)							