

房屋租赁合同 (201304版)

Housing Lease Contract (Version 201304)

出租方 (甲方)

上海源来实业有限公司

Lessor (Party A):

承租方 (乙方)

大家材料科技(上海)有限公司

Lessee (Party B):

根据《中华人民共和国合同法》、《上海市房屋租赁条例》等相关法律法规的规定, 甲、乙双方在平等、自愿、公平和诚信的基础上, 经协商一致, 就乙方承租甲方的房屋事宜, 签订本合同, 以资共同遵守:

In accordance with "the Contract Law of People's Republic of China", "the Regulations of the Shanghai Municipality on Property Leasing", etc, under the brokerage of Party C, Party A and Party B, based on equality, willingness, fairness and honesty, entered into this contract with respect to Party B leasing Premises from Party A through friendly negotiation and consent by both parties, to be complied with by both parties:

一、出租房屋基本情况 (下称 "该房屋", 实际情况以权属证明或相关法律文书的记载内容为准)

I - Basic Conditions of the House for leasing(hereafter called "the Premises", the actual conditions shall be based on the recorded content of the property right certificate or related legal instruments)

1.1 房屋类型: ☒住宅 ☐花园住宅 ☐办公楼 ☐商铺 ☐厂房 ☐仓库 ☐其他_____。

1.1 Premises Category: ☐Apartment ☐Garden Apartment ☐Office Building ☐Store ☐Factory Building ☐Warehouse ☐Others _____。

1.2 房屋座落: 上海市 徐汇 区 汇 路 98 弄 23D

1.2 Premises Location: Room _____ and Parking Spot _____, No. _____, Road, _____ District, Shanghai Municipality.

1.3 房屋用途: ☒居住 ☐办公 ☐生产 ☐仓储 ☐其他

1.3 Premises Purpose: ☐Residence ☐Office ☐Production ☐Warehousing ☐Others _____。

1.4 建筑面积: 130 平方米; 户型: 3 室 2 厅 2 卫; 权利人:

1.4 Building Area: _____ sqm; Apartment Type: _____ Room(s) _____ Hall(s) _____ Toilet(s); Owner: _____。

1.5 权属证明种类: ☒房地产权证 ☐预告登记证 ☐租用公房凭证, 权属证明编号:

1.5 Ownership Certificate Category: ☐Real Estate Ownership Certificate ☐Advance Notice Registration Certificate for Real Estate ☐Leasing Certificate of Public House Ownership Certificate No.: _____。

1.6 装修情况: ☐毛坯 ☐简装 ☐精装 ☒豪装。

1.6 Decoration Condition: ☐Undecorated ☐Plain-Furnished ☐Finely-Furnished ☐Deluxe-Furnished.

1.7 家具家电: 详见本合同之附件一《家具家电清单》。

1.7 Furniture and Electric Appliances: see the Attachment I of Furniture and Electric Appliances for details

1.8 是否已设立抵押: ☐是 ☒否。

1.8 Whether Establishment of Mortgage: ☐Yes ☐No.

1.9 甲方身份: ☐房地产权利人 ☒代管人 ☐转租人 ☐其他_____。

1.9 Status of Party A: ☐Owner of Real Estate ☐Custodian ☐Sublessor ☐Others_____.

二、租赁用途

II. Leasing Purpose

乙方已查验了该房屋全部信息并已充分了解情况, 乙方向甲方承诺, 租赁该房屋作为(☒居住 ☐办公 ☐生产 ☐仓储 ☐其他_____)使用。甲方知晓并同意乙方的租赁用途, 双方共同遵守国家和本市有关房地产使用和物业管理的规定。

Party B has checked all the information of the Premises and has fully understood the conditions about it and Party B promises Party A that the Premises will be used for the purpose of (☐Residence ☐Office ☐Production ☐Warehousing ☐Others_____). Party A understands and consents to the leasing purpose of Party B. Both parties shall comply with national and local stipulations on the use of real estate and property management.

三、交付日期和租赁期限

III. Hand Over Date and Leasing Term

3.1 甲乙双方约定, 甲方应于 2015 年 05 月 09 日之前向乙方交付该房屋。交付时甲、乙双方在丙方见证下签订本合同之附件二《房屋交接书》

3.1 As agreed upon by both parties, Party A shall hand over the Premises to Party B prior to (Month)____(Day)____(Year), and when handing over, both Party A and Party B shall sign the Attachment II of this contract-Premises Handover Form under the witness of Party C.

3.2 该房屋租赁期限自 2015 年 05 月 10 日起至 2016 年 05 月 09 日

3.2 The lease term of the Premises starts from ____ (Month)____ (Day)____ (Year) to ____ (Month)____ (Day)____ (Year).

四、租金、支付方式与支付日期

IV. Rental, Payment Mode and Payment Date

4.1 甲乙双方约定, 该房屋租金为 (☒人民币 ☐美元 ☐) 15500 元 (大写 壹 万 伍 仟 伍 佰 零 拾 零 元 整)。该房屋租金 12 个月内不变。自 个月起, 以 月为周期, 月租金递增 ____ %

4.1 As agreed upon by both parties, the monthly rental for the premises is (☐RMB ☐US\$ ☐)

____ (in written words ____), the rental for the premises will be constant within ____ months. From the ____ month on, the monthly rental will be increased by ____% based on a cycle of ____ months.

4.2 租金以 2 个月为一期支付。应于每期首月 10 日前直接或通过丙方向甲方支付租金。逾期支付的, 每逾期一日, 则乙方需按按日租金的 5 % 支付逾期违约金。

4.2 The rental shall be paid regarding ____ months as one payment term. Party B shall pay Party A the rental directly or through Party C prior to the ____ day of the first month of each payment term. If payment delayed, for each delayed day, Party B shall pay the overdue penalty based On ____ % of the daily rental.

4.3 乙方支付租金的方式如下: ☐ 现金支付; ☐ 银行转账; 甲方收取租金的账户如下:

户名: 孙亮元 开户行: 招商银行长宁支行 账号: 4100 6202 1029 9877

4.3 Party B shall pay the rental in the following mode: ☐ Cash payment; ☐ Bank transfer; The bank account of Party A for rental collection is as follows:

Account Name: _____ Bank Name: _____

Account Number: _____

收款账户: 上海源来实业有限公司
帐号: 12191131751710201
开户行: 招商银行上海分行天钥桥支行

4.4 以上租金 ☐ 包含 ☒ 不包含 甲方出具租赁发票的费用。
4.4 The above-mentioned rental ☐ includes ☐ does not include the expenses for Party A to issue the invoice for leasing.

五、保证金(押金)和其他费用

V. Deposit of Security (Deposit) and Other Expenses

5.1 甲乙双方约定, 在 ☐ 交房 ☐ 签订本合同时, 乙方应自行或通过丙方向甲方支付房屋租赁保证金(押金), 保证金(押金)为 2 个月的租金, 即 ☒ 人民币 ☐ 美元 ☐ _____ (大写 叁 万 壹 仟 零 佰 零 拾 零 元 整)。甲方收取该保证金(押金)后应向乙方出具收款凭证。租赁关系终止时, 甲方收取的房屋租赁保证金(押金)除用于抵充本合同约定由乙方承担的费用外, 剩余部分无息归还乙方。

5.1 As agreed upon by both parties, when ☐ the Premises is handed over ☐ this contract is signed, Party B shall pay the Party A the deposit of security(deposit) for house leasing directly or through Party C, and the deposit of security(deposit) shall be the sum of rental for ____ months, that is, (☐ RMB ☐ US\$ _____) (in written words _____) After receiving this deposit of security(deposit), Party A shall issue the receipt voucher to Party B. When the leasing relationship terminates, Party A shall return Party B the remainder of the deposit of security (deposit) after deducting the expenses to be borne by Party B specified in this contract without paying any interests.

5.2 租赁期间内发生的水费、电费、煤气费、电话(通讯)费、电视收视费等房屋使用费用由乙方承担; 物业管理费由 ☒ 甲方 ☐ 乙方 承担。

5.2 The expenses such as the water fees, electric fees, gas fees, telephone fees(communication fees) and TV program fees, etc. during leasing term shall be borne by Party B, and the property management fees shall be borne by ☐ Party A ☐ Party B)

六、房屋使用要求和维修责任

VI Requirements for Premises Use and Maintenance Responsibility

6.1 租赁期间, 乙方发现该房屋及其附属设施有损坏或故障时, 应及时通知甲方修复, 甲方应在接到乙方通知后的 2 日内进行维修。逾期不维修的, 乙方可代为维修, 费用由甲方承担。

6.1 During leasing term, if finding any damage or malfunction of the Premises and its associated facilities, Party B shall notice Party A for repairing in time and Party A shall carry out repair work for the Premises within 2 days after receiving the notice from Party B. If Party A delays the repair, Party B can carry out the repair and the expenses for the repair shall be borne by Party A.

6.2 租赁期间, 乙方应合理使用并爱护该房屋及其附属设施。因乙方使用不当或不合理使用, 致使该房屋及其附属设施损坏或发生故障的, 乙方应负责维修。乙方拒不维修的, 甲方可为维修, 费用由乙方承担。

6.2 During leasing term, Party B shall reasonably use and care the Premises and its associated facilities. If misuse or irrational use by Party B causes damage or failure of the Premises and its associated facilities, Party B shall take the liability for the repair. If Party B refuses repairing, Party A can carry out the repair for it and the expenses of the repair shall be borne by Party B.

6.3 租赁期间, 甲方应保证该房屋及其附属设施处于正常的可使用和安全的状态。甲方对该房屋进行检查、养护应提前 5 日通知乙方。检查养护时, 乙方应予以配合。甲方应减少对乙方使用该房屋的影响。

6.3 During leasing term, Party A shall ensure that the Premises and its associated facilities are in normal, available and safe condition. When carrying out inspection and maintenance for the Premises, Party A shall notify Party B 5 days in advance. During inspection and maintenance and care—Party B shall cooperate with Party A. Party A shall reduce the influence on the use of the Premises by Party B.

6.4 乙方需装修或者增设附属设施和设备的, 应事先征得甲方的书面同意, 按规定须向有关部门报批的, 则应由 ☒ 甲方 ☐ 甲方委托乙方) 报请有关部门批准后, 方可进行。乙方增设的附属设施 and 设备的归属及其维修责任由甲、乙双方另行书面约定。

6.4 If Party B needs decoration Or adding associated facilities or equipment, Party B shall gain Prior written consent from Party A. If submission to related authorities for approval for such decoration or addition is needed, such decoration or addition can be carried out only after (☐ Party A ☐ Party B entrusted by Party A) submits it to related authorities and gets Approved, and the ownership and the repair responsibility of such associated facilities and equipment added by Party B shall be agreed upon otherwise in written by both parties.

七、房屋返还与续租

VII. Premises Return and Re-Leasing

7.1 乙方应在本合同的租赁期限届满之后的 1 日内返还该房屋, 未经甲方同意逾期返还该房屋的, 每逾期一日, 乙方应以日租金的 5 % 向甲方支付该房屋占用期间的使用费。

7.1. Party B shall return the Premises within ___ days after the leasing Term expires specified in this contract, if delaying the return of the Premises without consent of Party A for each delayed day, Part B shall pay Party A the use fees during occupation of the Premises based on ___ % of daily rental.

7.2. 乙方如果需要续租的, 应在租赁期限届满两个月之前向甲方提出, 甲方同意的, 双方另行签订相关续租文书。乙方在同等条件下享有优先承租权。

7.2. If Part B needs re-leasing, Party B shall notify Party A two months in advance before the leasing term expiration, if Party A consents, both parties will otherwise sign related contract for re-releasing Party B has priority for leasing under the same conditions.

7.3. 租售期限届满, 甲乙双方未续签租赁合同, 乙方继续支付租金, 甲方未表示拒绝的, 则按法律相关规定, 双方之间成立不定期租赁关系。在不定期租赁关系中, 甲方有权提前一个月通知乙方租赁关系终止。

7.3 If both parties do not sign releasing contract when the leasing term of expires, Party B continues to pay the rental and Party A does not refuse the payment, then according to the related laws, unfixed lease relationship exists between both parties During the term of the Unfixed lease relationship, Party A has the right to terminate the lease relationship by notifying Party B one month in advance.

7.3. 乙方退还该房屋应符合正常使用后的状态。退还时, 应经甲方验收认可, 并相互结清各自应当承担的费用。

7.3 The Premises returned by Party B shall meet normal use condition. When the Premises is returned, it shall be inspected and accepted by Party A, and both parties shall pay off the expenses to be borne by themselves respectively.

八、转租与转让

Ⅷ. Subleasing and transfer of lease

8.1 除甲方已经在本台同中同意乙方转租外, 乙方在租赁期限内, 需事先征得甲方的书面同意, 方可将该房屋部分或全部转租给他人。但原始户型同一间居住房屋, 不得分割转租。

8.1 Except that Party A has consented Party B to sublease the Premises in this contract, during the leasing term, Party B can sublease part or whole of the Premises to other parties only after getting prior written consent from Party A However the same one living room in the original apartment type layout cannot be partitioned for subleasing.

8.2在租赁期限内, 甲方如需出售该房屋, 应提前两个月通知乙方。乙方在签署本合同之时, 已确认放弃优先购买权。

8.2 During leasing term, if Party A needs to sell the Premises, Party A shall notify Party B two months in advance When signing this contract, Party B has confirmed to waive the priority for purchasing of the Premises.

九、解除合同的条件

IX Conditions for Contract Rescission

9.1 甲乙双方同意在租赁期限内，有下列情形之一的，本合同终止，双方互不承担责任：

9.1 Both parties agree that during the leasing term this contract will terminate and both parties will not take liabilities for each other in case of one of the following:

(一) 该房地产占用范围内的土地使用权依法提前收回的；

(I) The occupation right of the land covered by this real estate is recalled in advance according to the laws;

(二) 该房地产因社会公共利益被依法征用的；

(II) This real estate is confiscated according to the laws due to social public benefits;

(三) 该房地产因城市建设需要被依法列入房屋拆迁许可范围内的；

(III) This real estate is combined into the allowable demolition and removal scope according to the laws due to the requirements of municipal construction;

(四) 该房屋毁损、灭失或者被鉴定为危险房屋的；

(IV) The Premises is damaged, disappeared or identified as dangerous Premises;

(五) 甲方已告知乙方该房屋出租前已设定抵押，现被处分的；

(V) Party A has told Party B that the mortgage has been established for the Premises, and now the Premises has to be disposed;

(六)

(VI)

9.2 甲乙双方同意，有下列情形之一的，一方可书面通知另一方解除本合同。违反合同的一方，应向另一方支付违约金，违约金的数额为2个月的月租金，给对方造成损失的，支付的违约金不足以抵付损失的，还应赔偿造成的损失与违约金的差额部分：

9.2 Both parties agree that one party can terminate this contract by notifying the other party in case of one of the following. The party of breach of the contract shall pay the other party the penalty, and the amount of the penalty is the sum of monthly rental for 2 months, if any losing incurred by the other party in case that the paid penalty cannot offset the loss, this party shall also pay the other party the difference between the loss to be compensated and the penalty;

(一) 甲方未按时交付该房屋，经乙方催告后2日仍未交付的；

(I) Party A fails to hand over the Premises in time and still fails to hand over the Premises days after Party B expedites and notices Party A;

(二) 甲方交付的该房屋不符合本合同的约定，致使不能实现租赁目的的，或甲方交付的房屋存在缺陷，危及乙方安全的；

(II) The Premises handed over by Party A fails to meet the stipulations in this contract, causing that the leasing purpose cannot be realized or the Premises handed over by Party A has defects and endangers the personnel of Party B;

(三) 乙方在甲方按时交付该房屋的情形下，未能配合办理交房手续，经甲方催告后2日

仍未配合办理交房手续的;

(III) In the case of that Party A can hand over the Premises in time, but Party B fails to cooperate with Party A to handle the Premises handover formalities, and still fails to cooperate with Party A to handle the Premises hand over formalities __days after Party A expedites and notifies Party B;

(四) 乙方未征得甲方书面同意改变该房屋用途, 致使该房屋损坏的;

(IV) Party B changes the purpose of the Premises without getting written consent from Party A, causing the damage of the P remises;

(五) 因乙方原因造成该房屋主体结构损坏的;

(V) The main structure of the Premises is damaged caused by Party B;

(六) 乙方擅自转租该房屋或转让该房屋承租权的;

(VI) Party B subleases the P remises or transfers the lease right of the Premises at will;

(七) 乙方逾期不支付租金累计超过 3 个月的;

(VII) Party B does not pay and defaults the rental for an accumulated period of time exceeding months;

(八)

(VIII)

十、违约责任

X. Liabilities for Breach of Contract

10.1 该房屋交付时存在缺陷的, 甲方应自交付日起 3 日内进行修复, 逾期不修复的, 甲方同意减少租金并变更有关租金条款。

10.1 If the Premises has defects when handed over, Party A shall carry out repair within __days starting from the date of handover, and if the repair is delayed, Party A shall agree to reduce rental and to change related terms and conditions related to the rental.

10.2 因甲方未告知乙方, 该房地产出租前已抵押或产权转移已受到限制, 造成乙方损失的, 甲方应当负责赔偿。

10.2 Because Party A fails to notice Party B that the Premises has been mortgaged or transfer of property rights has been restricted before leasing, thus causing any loss incurred by Party B, Party A shall compensate such loss.

10.3 租赁期间, 甲方不及时履行本合同约定的维修与养护责任, 致使该房屋损坏, 造成乙方财产损失或人身伤害的, 甲方应承担赔偿责任。

10.3 During leasing term Party A fails to perform the obligations such as the repair and maintenance and care specified in this contract in time, causing damage of the Premises, resulting in assets loss or personal injuries of Party B Party A shall bear the liabilities for compensation.

10.4 租赁期间, 非本合同规定的情况, 甲方擅自解除本合同, 提前收回该房屋的, 甲方向乙方支付违约金, 违约金的数额为 2 个月的月租金。若违约金不足以抵付乙方损失的, 甲方还应负责赔偿。

10.4 During leasing term, under the conditions that are not specified in this contract, Party A terminates this contract at will, and recalls the P remises in advance, Party A shall pay Party B the penalty, and the penalty is the sum of monthly rental for ____ months. If the penalty cannot offset the loss incurred by the Party B, Party A shall take the liability for compensation.

10.5 乙方未征得甲方书面同意或者超出甲方书面同意的范围和要求装修房屋或者增设附属设施和设备的。甲方可以要求乙方 ☐ 恢复房屋原状 ☐ 赔偿损失。

10.5 If Party B decorates the Premises or adds associated facilities without getting prior written consent from party A or exceeding the scope and requirements of the written consent of Party A, Party A has right to ask Party B to ☐ restore the Premises into original status ☐ compensate the loss.

10.5 租赁期间, 非本合同规定的情况, 乙方中途擅自退租的, 乙方应向甲方支付违约金。违约金的数额为 2 个月的月租金。若违约金不足以抵付甲方损失的, 乙方还应负责赔偿。

10.5 During leasing term, under the conditions not specified in this contract, Party B quits tenancy at will, Party B shall pay Party A, and the penalty and the penalty is the sum of monthly rental for ____ month. If the penalty cannot offset the loss incurred by Party A, Party B shall take the liability for compensation.

十一、定金条款

VII. Earnest Money Terms

甲乙双方约定, 在签订本合同同时, 乙方支付 (☐ 人民币 ☐ 美元 ☐) 元 (大写 万 仟 佰 拾 元整) 作为定金, 由乙方直接或通过丙方支付给甲方, 或者由丙方根据甲方授权予以保管。

As agreed upon by both parties, when signing this contract, Party B shall pay ☐ RMB ☐ US ☐ (in written words _____) as the earnest money, which will be paid by Party B directly or through Party C to Party A, or Party C keeps the earnest money based on the authorization of Party A.

若到本合同约定的交房日期甲方未能按时交房的, 经乙方催告后 日仍未交付的, 甲方需双倍返还定金给乙方, 若到本合同约定的交房日期乙方未能配合交房的, 经甲方催告后 日仍未配合办理交房手续的, 则甲方有权没收乙方支付的定金, 发生本条款所述情形时, 守约方有权选择适用本条款或第9.2款的相关约定。若甲乙双方履行完毕交房手续, 则该定金作为租金或者租赁保证金 (押金) 的一部分进行抵充。

If Party A fails to hand over the Premises in time on the date specified in this contract, and still fails to hand over the Premises ____ days after Party B expedites and notifies Party A, Party A shall return the earnest money to Party B based on double of the earnest money. If Party B fails to cooperate with Party A for handover of the Premises on the date specified in this contract, and still fails to cooperate with Party A to handle the handover formalities ____ days after Party A expedites and notifies Party B, Party A has the right to confiscate the earnest money paid by Party B, in the cases mentioned in this clause, the non-breaching party has the right to

choose to apply the stipulations of this clause or Clause 9.2. If both parties perform the Premises handover formalities successfully, this earnest money can be used as rental or deposit of security (deposit) for further offsetting.

十三、其他条款

Ⅷ. Miscellaneous

13.1 本合同及附件一自甲、乙双方于本合同签章处签字或签章后立即生效。

13.1 This contract and its attachments will come into effect immediately after Party A, Party B sign signatures or stamp official seals on the corresponding blanks in this contract.

13.2 本合同空格处填写文字与铅印文字具有同等法律效力，若填写文字与铅印文字相冲突，以填写文字为准。若有未尽事宜，可签订补充协议进行约定，若补充协议与本协议相冲突，以补充协议为准。

13.2 The words filled out on the spaces in this contract have the same legal binding force as the printed words, if any contradict between the filled out words and the printed words, the filled out words will prevail if any matters not included in this contract, they can be specified in the supplementary agreements, if any contradict between the supplementary agreement and this contract, the supplementary agreement will govern.

13.3 甲、乙双方在履行本合同过程中发生争议，应通过协商解决；若协商解决不成的，双方同意依法向该房屋所在地的人民法院起诉。

13.3 If any dispute during performance of this contract by Party A, Party B, it shall be resolved via negotiation; if failed via negotiation, three parties agree to file a lawsuit with the people's court with the Jurisdiction for the Premises according to laws.

13.4 本合同及所有附件均为中文、英文双语对照版本，若由于翻译原因产生解释上的歧义，则以中文版本为准。

13.4 This Contract and its appendices shall be made in both Chinese and English, and in case of any ambiguity on the interpretation due to the translation, the Chinese version shall prevail.

13.5 本合同及所有附件均为一式二本，甲方、乙方双方各执一本，具有同等法律效力。

13.5 This contract and all its attachments are made in three copies, Party A, Party B hold one copy respectively, which has same legal binding force.

13.6 其他：甲方以上海源沫实业有限公司名义重新出具押金收据31000元整，乙方在收到新的收据后需退还之前收到的以孙元元名义出具的收据31000元整。

13.6 Other:

(以下无正文)

(The following is free text)

(签章页)
(Signature Page)

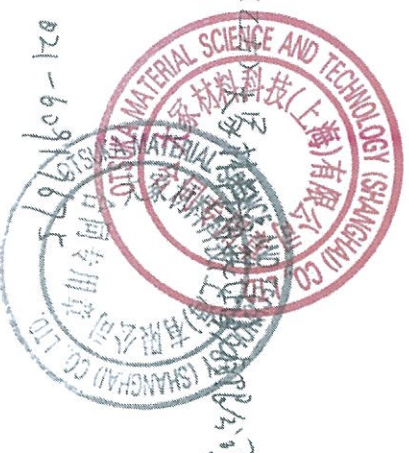
出租方 (甲方) 上海源洙实业有限公司
Lessor (Party A): _____ Lessee (Party B): _____

身份证号码
ID Card no: _____ 身份证号码
Lessee (Party B): _____

联系电话
Tel: 15001999919

联系电话

021-60919675



本人或代理人
(签字或盖章)
Principal or Agent
(Signature or Seal): _____
本人或代理人
(签字或盖章)
Principal or Agent

签约日期
Signing Date: _____
签约日期
Signing Date: _____

房屋租赁合同之附件
Attachments of Housing Lease Contract

附件一：家具家电清单
Attachment I : List of Furniture and Electric Appliances

附件二：房屋交接书
Attachment II : Promises Handover Form

双方已清点上述家具家电，证实无误，并随房屋装修现状交付。
Both Parties have tallied the above-mentioned furniture and electric appliance which are verified with no mistake and handed over together with the current Premises decoration status.

附件二：退租确认书

Attachment III: Promises Handover Form

双方已确认家具家电情况，证实无误，并随房屋装修现状交付。

Both Parties have confirmed the status of furniture and electric appliance which are verified with no mistake and handed over together with the current Premises decoration status.