

# Office Lease Contract in Shanghai 租赁合同

(Note: this lease contract will be OK for use in Beijing as well)

Contract No 合同号.:

This Contract is entered into between:

协议双方:

甲方 Lessor (Party A):

地址 Address:

法人代表/自然人 Legal Representative/Individual:

电话号码 Phone Number:

乙方 Lessee (Party B):

地址 Address: Shanghai.

法人代表/自然人 Legal Representative/Individual:

电话号码 Phone Number :

This tenancy Contract (the "Contract") is made between Party A and Party B in connection with leasing of the premise whereby the following is agreed:

Party A and Party B, have voluntarily and on the basis of equality, fairness and integrity, reached an contract to entered into this Contract with respect to Party A's leasing the office space to Party B.

此租赁合同(简称为“合同”)经甲,乙双方协商,就物业租赁同意以下条款:

甲、乙双方就甲方愿意出租,乙方自愿承租物业之事宜,经双方协商一致,同意签订该物业正式租赁合同(“合同”)。

## 1. Premise 物业

1.1. Party A agrees to lease to Party B the Premise situated at \_\_\_\_\_, Shanghai Municipality (hereinafter referred to as the "Premise"). The estimated gross construction area of the Premise is \_\_\_\_\_ square meters. The floor plan of the Premise is annexed hereto as Attachment (1).

甲方同意将位于中国\_\_\_\_\_,(以下称该物业)租赁给乙方使用。该物业建筑面积\_\_\_\_\_平方米。附件1为该物业之平面图。

1.2. Usage: For office use 用途: 该物业仅做办公室用。

## 2. Lease Term 租期

2.1. Length of Tenancy: \_\_\_\_\_ inclusive (the "Lease Term").

租赁期限: 由 \_\_\_\_\_年\_\_\_\_月\_\_\_\_日 至 \_\_\_\_\_年\_\_\_\_月\_\_\_\_日止(下称“租赁期”)。

2.2. Party B shall handle the handover formality of this Premise to Party A on the tenancy commencement date (hereinafter referred to as "Delivery Date"), on which, Party A shall deliver this Premise to Party B and the Parties shall execute the Premise delivery voucher which shall be deemed as that this Premise has been delivered. After that, Party B shall pay off the security deposit defined in Article 5.1 and rental of this Premise for the first month

乙方应于交付日至甲方处办理该物业正式的交接手续。在办理交接手续之前,乙方应付清根据本合同规定乙方于该物业交付时应付的所有款项(包括保证金、该物业第一个月的租金和物业管理费)。甲方在全额收到该等支付后应向乙方交付该物业,双方签署物业交付凭证,即视为该物业交接完成。

2.3. If this Premise could not be delivered on time due to any event of Force Majeure or any other reason not attributable to any Party hereto, both the Parties agree to resolve this issue by consultation.

如因不可抗力或非可归责于任何一方事由导致该物业不能按时交付的，双方同意协商解决。

2.4. Party A agrees to provide Party B with a rent-free fitting-out period (the "Fitting-out Period") for Party B to conduct inner fitting-out to this Premise. Fitting-out Period shall start from Delivery Date and end on \_\_\_\_\_. Party B is not required to pay rental within the Fitting-out Period, but shall pay public utility fee and other relevant fees.

甲方同意给予乙方免租装修期（下称“装修期”）以便其对该物业进行内部装修。装修期自交付日起至\_\_\_\_年\_\_月\_\_日]止。装修期内乙方无须支付租金，但应支付公用事业费等其他相关费用。

### 3. Rental 租金

3.1. The agreed rental amount is: \_\_\_\_\_ per/month. The rental fee includes the official tax invoice.

经过协商后的租金为：人民币\_\_\_\_\_ 此租金内包括租金发票税。

3.2. The property management fee included in the monthly rental payment. 物业管理费已包含于每月所付租金。

3.3. The security deposit and first month's rental defined in article 2.2 shall be paid on the Delivery Date and prior to occupation of the Premise and before Party B may start renovation.

保证金和首月租金须于签订本合同当天和入住租赁该物业之前乙方可能开始装修之前支付。

3.4. Party B shall pay the rent on or before the 25th day of every calendar month in advance of the month requiring payment. The rent shall be made by bank transfer to a bank account designated by Party A below and the date that Party B transfers payment shall be considered the "date of payment". Party A shall provide an official invoice within three (3) days from the date of payment.

每月租金和物业管理费应于租赁该物业之前于前一 25 日或之前支付。乙方应按照补充条款付款。月付款要通过银行转账的方式支付到甲方指定的下列账户。甲方收到款项之日视为支付日。甲方应当在收到款项的十（10）日内提供正规发票。

Bank Info of Party A 开户银行 \_\_\_\_\_

Account number 银行账号 \_\_\_\_\_

Name of Account 户 名 \_\_\_\_\_

3.5. Party A shall inform Party B timely in writing if such account changes. Party B shall not be liable for the delay of payment due to the detention of such written notice from Party A.

甲方变更此账户信息需及时以书面方式通知乙方。由于甲方未及时书面通知乙方而造成的付款延迟乙方不承担责任。

3.6. If the rent shall be unpaid for one (1) month after it is due and payable, Party B shall be liable to pay a late payment charge equal to 1% of such rent per day. If the rent has not been paid more than (three) 3 months after the due date, Party B will be found in breach of contract and Party A will reserve the right to terminate the contract immediately and take back the property without further notice. As per breach of contract Party B will forfeit the security deposit and will still be held accountable for any/all unpaid rent, utilities and reinstatement 乙方同意按上述规定每月按时支付租金给甲方，如乙方逾期超过七（7）天不付，须缴纳滞纳金给甲方，滞纳金每日按月租金 0.5% 计算。如果租金预期超过 15 天，乙方被视为违约，甲方有权立即终止合同并不做任何通知，收回物业。作为违约方，乙方的押

金将被没收，并且依旧需要交付未付清的租金，公用事业费和修复费用

#### 4. Fees and Utilities 公共设施费

Party B agrees to make full payment of utilities fees including but not limited to the following: Adsl, electricity and telephone incurred by them from the Delivery Date as outlined in this Contract. Party B shall pay the aforesaid fees in the amount, manner and within the time limited decided by the public utility authority.

乙方同意自交付日起，按照本合同所列全额支付该物业包括但不限于：宽带，动力及照明用电、电话等公用事业费。乙方应按照公用事业单位或物业管理公司指定的金额、期限和方式缴纳前述费用。

4.1. Party B shall be responsible for paying the power bills within specified time of receiving the bills monthly in accordance with the requirement of the governmental authorities. Late payment of such bills may result in a penalty in accordance with relevant regulations of power authorities. In addition the authorities reserve the right to shut down the power to the premise according to relevant regulations.

乙方应在每月收到帐单的 10 日内按时支付。如乙方逾期则须缴纳给甲方每日按所欠费用 2%的滞纳金，并且甲方管理处有权切断电源直到所欠费用付清。

4.2. Party B requires the right to set up a static IP line, internet . In such case, Party A shall assist the installation.

乙方需要甲方的协助时，甲方应该协助提供电话和宽带的安装服务。

#### 5. Refundable Security Deposit and Holding Deposit 保证金/订金

5.1. Party A holds a refundable rental security deposit of \_\_\_\_\_ RMB from Party B. This security deposit will be given to Party A on the day of signing the Official Lease Contract and prior to occupation of the Premise. Upon receiving the security deposit, Party A will immediately issue a receipt of deposit to Party B.

甲方持有乙方可返还保证金：人民币\_\_\_\_\_元整。这笔保证金将在正式合同签署当日内支付给甲方。在收到保证金后，甲方将提供乙方一张保证金收据。

5.2. Party A agrees to make full repayment to Party B of the total amount of the security deposit paid within thirty (30) days after of expiration or termination of this Lease Contract and only after Party B has made full payment of all utilities. Party B shall return the Premise within thirty (30) days after of expiration or termination of this Lease Contract. The Premise shall be returned on the day of expiration or termination of the contract. Why would Party B keep it for an additional 15 days. If Party B fails to return the Premise punctually without the consent of Party A, it shall pay to Party A an occupation fee of the Premise at the rate of RMB(6) per square meter for each day of delay.

租赁期届满或本合同提前终止，在乙方付清所有的公用事业费，并且向甲方出示付费证明后。甲方应于返还日后 15 日内全额返还乙方的保证金。逾期返还物业的，每逾期一日，乙方应按\_\_6\_元/平方米/天向甲方支付该物业占用期间的使用费。

5.3. Party A is entitled to withhold any reasonable amount after prior written notification to Party B stating the reasons from this security deposit required to cover costs in the following situations 甲方有权合理扣除保证金中的一部分，如下列情况发生:

5.3.1. Repairs to damage caused during the Lease Term by Party B, other than normal wear and tear.

物业之一切设备凡属于正常损耗情况以外的损坏，乙方须负责修复或赔偿

5.3.2. Any remaining or outstanding utilities fees. 租赁期内没有付清所使用的水、电、煤气、电话费、宽带月租费等

5.3.3. Premature termination of this lease contract by Party B in accordance with this Contract, unless otherwise agreed in the Contract. 如乙方提前退租，甲方有权扣除乙方之保证金。但本合同另有约定的除外

5.3.4. It is agreed that where any amount is to be withheld by Party A, Party B must be given prior written notice of this intention to withhold. If such amount is insufficient to make up for Party A's loss, Party B shall further compensate Party A for the difference.

甲方在扣除保证金之前需书面通知乙方所扣保证金之原因。如保证金尚不能弥补甲方之损失，乙方应另行赔偿。

## **6. Party A agrees to abide by the following terms and conditions 甲方同意遵守下述条款:**

6.1. Party A hereby states that the Premise could be used as office use and could register a Wholly Foreign Owned Enterprise. Party A further states that it has the right to lease the Premise to Party B.

甲方在此承诺该物业可以用作办公用途，并可以注册外商独资企业。甲方进一步承诺其有权出租该物业给乙方。

6.2. To be responsible for any repairs of the above premise required to the roof, walls, ceiling and main structure, including all mechanical and electrical systems and to maintain these structures in good state of repair and condition and any damages not attributable to Party B.

甲方须负责维修屋顶、天花板、墙壁以及物业主结构，包括已安装的电器设备设施。

6.3. Not to prematurely terminate this Lease Contract, unless a breach has occurred. Should Party A terminate the Lease Contract prematurely without good cause then in addition to immediate repayment of any security deposit paid by Party B, Party A agrees to pay Party B an amount equal to the security deposit.

除非违约情况发生，不得提前终止此合同。甲方如果无故提前终止合同，否则甲方须立即返还乙方保证金，甲方同意支付乙方相等与保证金的赔偿。

6.4. Party A shall provide necessary assistance to Party B for the purpose of registering a Wholly Foreign Owned Enterprise. Party B shall have the right to terminate the Contract and retrieve the security deposit, rental already paid if the Premise fails to be registered as the legal address of Party B or the registration of Party B is delayed as a result of Party A or any reasons related to the Premises itself (such as fire control inspection).

甲方将提供必要的协助，帮助乙方外商独资企业地址的注册。如果由于甲方的原因，该物业不能被乙方的公司注册为其法定地址，则乙方有权解除本合同并收回保证金。

## **7. Party B agrees to abide by the following terms and conditions 乙方同意遵守下述条款:**

7.1. To use the Premise as per the usage stipulated above only and not to use the Premise for any immoral or illegal purpose.

乙方承租物业须按规定用途使用，不可用于规定以外或不合法用途。

7.2. Not to sub-let or part with the possession of the Premise in full or in part. 不得擅自将物业转租，部分或全部占有此物业。

7.3. Not to store arms, ammunition or unlawful goods, gun-powder, kerosene or any explosive or combustible substance at the Premise, and to be answerable and responsible for any consequence of any breach of local Ordinances or Chinese laws.

乙方不得在该物业内，收藏政府违禁之物品，举凡军械、火药、硫磺、汽油，及挥发性之化工原料，或有爆炸之危险物品，均不得陈放该物业内外任何地方，否则，一切后果由乙方负责。

7.4. To maintain the interior of the Premise, including all furniture, fixtures and fittings provided by Party A, such that the Premise can be returned to Party A in an equal condition and state of repair as at commencement of the Lease Contract. Normal wear and tear is acceptable. 乙方须正确使用该物业内甲方所提供之装置及设备，确保退还时仍完好无损。正常使用磨损除外。

7.5. Enable Party A or a nominated real estate firm to show prospective tenants during the business hours with reasonable advance notice and permission of Party B through the Premise in the final 3 months before expiry of the Contract, provided that, such visit shall not affect Party B's normal business.

当终止合同前三（3）个月，乙方应准许甲方 / 代理人在提前预约时间内，带同新租客进入该物业视察。但该等视察不得影响乙方正常的营业。

7.6. Without prejudice to the rights and remedies of the Party B under any law, regulation or provision of this Contract, Party B shall have the right to early terminate the Contract thereof at any time upon the occurrence of any of the following event, meanwhile Party A shall refund twice of the Security Deposit paid by Party B:

在不影响乙方根据法律、法规及本合同的规定所享有的其他权利或补救的前提下，乙方有权在下列任何事件之一发生后的任何时间提前解除本合同，甲方应双倍返还乙方已经支付之保证金：

(1) This Premise delivered by Party A is inconsistent with the consent of this Contract, which does not allow Party B to use the property for lease purpose; 甲方交付的物业不符合本合同的约定，致使不能实现租赁目的；

(2) There is serious defect within this Premise delivered by Party A, which shall not be appropriate to be used as office site or endanger the personal and property safety of Party B and its employees and clients etc.

甲方交付的物业存在严重缺陷，不适合作为办公场所使用或危及乙方及其员工、客户等人身和财产安全的。

## **8. Use of the Premise and Responsibility to Repair the Premise 物业使用要求和维修责任**

8.1. Party A and/or the Property Management Company shall ensure that Party B, within the Lease Term or extension period (if any), is able to enter and use the Premise to carry out its business operation at any time completely, without limitation and without interference, for the purpose of the Contract unless of force majeure.

甲方和/或物业公司应确保乙方能在租赁期内及其任何延期（如有）内任何时间为本合同规定的目的（不可抗力除外），完全地、毫无限制地、不受干扰地进入并使用该物业并进行其营业经营。

8.2. During the Lease Term, Party B shall reasonably use and take good care of the Premise and its auxiliary facilities. In respect of any damage or malfunction of the Premise its public areas or its auxiliary facilities as a result of the improper or unreasonable use by Party B, Party B shall be liable to repair and maintain the same. Party B shall be responsible for repairing any damage within 10 days of receiving written notice from Party A. If Party B shall refuse to repair the damage, Party A may repair the same for Party B at the cost and expense of Party B. A bill for repair shall be added to the next rental payment and shall be considered as part of the "official rent" required for that month.

在租赁期内，乙方应妥善使用并维护该物业及其附属设施。由于乙方使用不当造成的该物业及其附属设施的损坏，乙方应负责修缮该损坏。乙方应在收到甲方书面通知十（10）日内修缮该损坏。若乙方拒绝修缮，甲方有权修缮并且由乙方承担该支出及成本。该修缮的发票在下月支付租金时加收该费用，此发票可以抵用正式租金发票中的金额。

8.3. If Party B renovates the Premise or installs auxiliary facilities thereto without prior written consent of Party A or beyond the scope or requirements as specified in Party A's written consent, Party A may require Party B to reinstate the Premise to its original state (reinstate the Premise to its original state/compensate for all loss damage arising there from).

若乙方在未征得甲方事先书面同意，对该物业进行装修及安装附属设施或该装修及安装的附属设施超出甲方事先书面同意的范围，甲方有权要求乙方对该物业恢复原状。（恢复原状及赔偿一切产生的损失）

8.4. During the Lease Term, Party A warrants that the Premise and its auxiliary facilities are in normal, safe and working condition. Party

A shall give three (3) day prior notice to Party B before carrying out any inspection and maintenance work in relation to the Premise and Party B shall render its assistance and co-operation when the said work is carried out. Party A shall minimize the interference to the use of the Premise by Party B.

在租赁期内，甲方保证该物业及其附属设施的状态是正常的，安全的，适合工作的。甲方在进行任何关于该物业的检查或维修之前应该提前壹（1）天向乙方提供书面通知，乙方应极力协助该通知内容内的工作。甲方应该把该工作对乙方使用该物业造成的干扰减少到最小。

8.5. Party B shall obtain the prior written consent from Party A if Party B intends to renovate or install any facilities and equipment in addition to those set out in Attachment (3).

乙方若须对该物业进行装修或安装任何除了附件 3 所含外的附属设施，乙方应事先得到甲方的书面同意。

## 9. Force Majeure 不可抗拒的外力

9.1. Should any part of the Premise including its facilities or the building within which the Premise is located become damaged or destroyed by Force Majeure including but not restricted to storm, earthquake, flood, fire or should the Premise or the building within which the Premise is located, be found to be structurally unstable, so that the building is deemed uninhabitable Party A shall not be held responsible, and Party B is not liable for any rent from that point onward until the building is repaired by Party A. If any delay exceeds ninety (90) days, each Party shall have the right to terminate the Contract in advance by giving written notice to the other Party. Party A is not liable for any damages to Party B brought about by the above stated issues. 如果遇到不可抗拒的外力，如风雹、地震、洪水、火灾等袭击，而使该物业内任何设施无法正常运行，甲方将不承担任何责任，而乙方也不用支付此期间的租金，直到甲方修复完毕。如果此不可抗拒的外力持续的时间超过九十（90）天，双方均有权在书面通知对方的情况下终止本合同。甲方对于上述情况对乙方造成的损失不承担任何责任。

9.2. Party A and Party B agree that neither Party shall be liable to the other Party and this Contract shall be terminated upon the occurrence of any of the following events at any time during the term of the Lease Contract.

甲方和乙方同意在以下情况下该合同可以无条件解除并甲方和乙方不对对方负责。

9.2.1. the land use right of the land that the Premise is situated is early terminated according to the laws and regulations; 该物业所在的土地的土地使用权由于法律和法规规定造成的提前到期。

9.2.2. the Premise being resumed according to the law in the public's interest; 由于法律规定的公共利益而造成的该物业被继续使用。

9.2.3. the Premise being included in an area required to be torn down for the purpose of town planning pursuant to laws and regulations; 符合法律和法规的由于市政规划造成的该物业的拆迁。

9.2.4. the Premise being damaged, destroyed or otherwise due to reasons not attributed to Party B is regarded as dangerous premises; and 该物业被损坏，毁坏或被认为危险建筑。

9.2.5. Should the above occur the deposits paid such as the security deposit shall be repaid as per under similar condition as Article 5.2. 以上任何情况发生，所支付的保证金应该被返还如同第 5.2 条。

## 10. Written Notice 书面通知

Any notice under this Contract shall be in writing and shall be served to the address of Party A mentioned below (or other address to be notified by Party A by written notice in future).

如有任何通知应以书面形式送达甲方下列地址（或甲方日后书面通知更改的其他通讯地址）。

Party A's address 甲方的通讯地址如下：

Contact Person 联系人: \_\_\_\_\_

Address 地址: \_\_\_\_\_

Post Code 邮编: \_\_\_\_\_

Before the Delivery Date, any notice to be received by Party B under this Contract will be sent by couriered or certified mail to the following communication address of Party B (or other address to be notified by Party B by written notice in future) and will be deemed as accepted by Party B; after the Delivery Date, the notice to be received by Party B under this Contract will be left in this Premise and will be deemed as accepted by Party B.

在交付日前，按本合同应向乙方送达的任何通知，以专人递送或以挂号信方式，寄往乙方的如下通讯地址（或乙方日后书面通知更改的其他通讯地址），则被视为送达乙方；而在交付日后，按本合同应向乙方送达的任何通知，如留置在该物业，则被视为送达乙方。

The Party B's address:

乙方的通讯地址如下：Please insert name and address of the person you wish to be your official contact for this purpose

Contact Person 联系人: \_\_\_\_\_

Address 地址: \_\_\_\_\_ (邮政编码: )

Any notice sent by courier will be deemed as accepted by the addressee on the second day of the delivery; any notice sent by certified mail shall be deemed as accepted by the addressee in five (5) days after sending out such mail.

任何以专人递送方式送达的通知，在递送次日视为已送达收件人；以挂号信的方式寄出的通知，在寄出五（5）日后，视为已送达收件人。

## 11. Arbitration 法律仲裁

11.1. This Contract shall be governed and interpreted by the laws, rules and regulations of the People's Republic of China. Upon signing both Parties agree to perform and observe the stipulations herein contained.

本合同受中华人民共和国法律、法规及规定管辖并依其解释。自甲乙双方签字后，双方均应遵守本合同规定的各项条款。

11.2. Any dispute arising from or in connection with this Contract shall be settled through negotiation. If negotiation fails, the disputes shall be submitted to China International Economic and Trade Arbitration Commission Shanghai Sub-commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The language used during the arbitration shall be English. Need Chinese version of this clause.

## 13. Termination 合同终止

13.1. Both Parties agree that this Contract will be automatically terminated on its expiration, The property shall be handed over to Party A on the day this contract period expires unless both parties have agreed to renew the contract .

双方同意本合同到期时即自动终止。此物业应在此合同期终止之日交还给甲方，除非双方同意按此合同续签合同。

## 14. Contracts 合同

14.1. There are seven (6) originals of this Contract. Party A will hold three (3) copies and Party B will hold five (3) copies 本合同一式六份，甲、乙方各执三份。

14.2. This Contract shall become effective upon the execution and affixing with company stamps by the authorized representatives of both the Parties. In case of dispute, the English version will prevail.

本合同经双方授权代表人签字并加盖公司公章生效。合同中如有中英文不符之处，以英文为

### Supplementary Items 补充条款

The below items shall be considered an integral part of the above contract. The below items supersede the items and conditions of the above contract. 下条条款是合同不可分割的一部分，如与上述条款有异议，以下列条款为准。

#### 甲方需要提供以下材料 Party A must provide following documents for address documents

如果甲方是公司，而且是房产拥有者 If Party A is a company and the owner of the Property,

1. 甲方提供 3 份盖过章的营业执照 3x copy of Party A's business licence to be chopped by the owner
2. 甲方提供 3 份盖过章房屋产权证 3x copy of property ownership title, to be chopped by the owner

如果甲方是个人，而且是房产拥有者 If Party A is individual and the owner of the Property, please add other three documents

1. 甲方的所有权利让提供 3 份签过字的身份证正反面复印件 3x copy of Party A's Identity Card Copy to be signed by the owner
2. 甲方提供 3 份签过字的房屋产权证 3x copy of property ownership certificate, to be signed by the owner

如果甲方是公司，但并不是房产拥有者 If Party A is a company but not the owner of the Property,

1. 甲方提供 3 份盖过章的营业执照 3x copy of the Party A's business license
2. 甲方提供 3 份原房东盖过章的同意转租协议 3x original statement showing Owner's consent on Party A's sublease
3. 3 份甲方的原房东盖过章的营业执照 3x copy of the owner's business license

If the repairs done by the tenants do not restore the damaged areas to the original state before the damage occurred, Party A reserves the right to repair the damages themselves. All costs will be deducted from the tenant's deposit.

租客对破坏区域的维修没有恢复到损害前的原状，甲方将有权自行修理，所有的维修费用将会在乙方的押金里扣除。

Damage includes but not limited to: Chipped paint, chipped cement on stairs, damage to the floors, elevators, hallways, bathrooms, ect.

损害包括但不限于：油漆缺口，楼梯缺口，地板损坏，电梯损坏，走廊损坏，洗手间损坏等

Tenants need to do Fire control approval before renovation starts. All related cost shall be borne by Party B.

租客需要在装修开始前申请消防批准，并自行承担费用。

#### IMPORTANT: 重要提示

All maintenance issues, complaints or general problems contact with Party A's: Tel/Email

所有的维修问题，投诉或者一般问题请联系甲方的电话/邮件： \_\_\_\_\_

甲方  
Party A

乙方  
Party B

\_\_\_\_\_  
签名或盖章  
Signature or Chop

\_\_\_\_\_  
签名或盖章  
Sign or Chop

房产中介/ Real Estate Agent: