

BF—2008—0605

合同编号：SLT-B1-1301

(Contract No.:SLT-B1-1301)

北京市房屋租赁合同

BEIJING MUNICIPALITY PROPERTY LEASE CONTRACT

出租人： 王玉英

Lessor: wangyuying

承租人： 北京金龙飞国际贸易有限公司

Lessee: California Grapes

居间人： 北京柏盛联行房地产经纪有限公司

Intermediary: Bei Jing Firstline Real Estate Brokers Co.,Ltd

Revised by

北京市建设委员会

Beijing municipal construction committee

北京市工商行政管理局

Beijing Administration of Industry and Commerce

二〇〇八年五月修订

May 2008

北京市房屋租赁合同

BEIJING MUNICIPALITY PROPERTY LEASE CONTRACT

(经纪机构居间成交版)

(Intermediate version of brokerage transactions)

出租人 (甲方): 王玉英
Lessor(Party A): wangyuying
证件类型及编号: 152701196303020321
(Credentials and Number): 152701196303020321
承租人 (乙方): 北京金龙飞国际贸易有限公司 证件类型及编号: 110000450072176
Lessee(Party B): 北京金龙飞国际贸易有限公司 (Credentials and Number): 110000450072176
居间人 (丙方): 北京柏盛联行房地产经纪有限公司 备案证明编号: 5316
Intermediary(Party C): Bei Jing Firstline Real Estate Brokers Co.,Ltd
Record certification number: 5316

依据《中华人民共和国合同法》及有关法律、法规的规定,甲方与乙方在丙方的居间撮合下,在平等、自愿的基础上,就房屋租赁的有关事宜达成协议如下:

Based on the Contract Law of the People's Republic of China and the relevant laws and regulations, under the auspices of Party C, with an equal and voluntary basis, Party A and Party B reach this contract as follows:

第一条 房屋基本情况

Article 1 The basic conditions of the Premises

(一)房屋坐落于北京市朝阳区(县)×街道办事处(乡镇)朝阳区工人体育场北路8号院三里屯SOHO [3] 幢[B1-1301]单元房屋,建筑面积139.97平方米。

1. The Premises is located at Room[B1-1301], Floor[B1] (Actual Floor[B1]), Building [3] of Sanlitun SOHO ,No.8 Worker Stadium North Rd, Beijing, [139.97] square meters.

(二)房屋权属状况:甲方持有(☐ 房屋所有权证 / ☐ 公有住房租赁合同 / ☒ 房屋买卖合同 / ☐ 其他房屋来源证明文件), 房屋所有权证书编号: / 或房屋来源证明名称: / , 房屋所有权人 (公有住房承租人、购房人) 姓名或名称: / , 房屋 (☐ 是 / ☐ 否) 已设定了抵押。

2. The ownership of the Premises: Party A holds purchase contract of the Premises and the Premises (☐ is / ☐ No) has set a mortgage.

第二条 房屋租赁情况及登记备案

Article 2 The rental circumstance and the registration for record

(一)租赁用途: 商业; 如租赁用途为居住的,居住人数为: × , 最多不超过 × 人。

1.The rental uses for Business only. If the rental purpose is for residence, the actual resident number is × person(s) and less than × persons.

(二) 如租赁用途为居住的, 甲方应自与乙方订立本合同之日起 7 日内, 到房屋所在地的社区来京人员和出租房屋服务站办理房屋出租登记手续。对多人居住的出租房屋, 乙方应将居住人员情况告知甲方, 甲方应当建立居住人员登记簿, 并按规定报送服务站。本合同变更或者终止的, 甲方应自合同变更或者终止之日起 5 日内, 到房屋所在地的社区来京人员和出租房屋服务站办理登记变更、注销手续。在本合同有效期内, 居住人员发生变更的, 乙方应当自变更之日起 2 日内告知服务站, 办理变更登记手续。

2. If the rental purpose is for residence, the two sides shall handle the registration procedures for record of this contract at the local rental housing service station in which the Premises is situated within 7 days after this contract is signed. If the rental house is dwelt in several persons, Party B shall inform Party A the basic information of the resident persons; Party A shall establish the registration files of the resident persons and submit them to the local rental housing service station. Party A shall handle the registration procedures for modification or termination of this contract at the local rental housing service station in which the Premises is situated within 5 days after this contract is modified or terminated. Within 2 days after residential staff changing, Party B shall inform the service station and handle registration procedures for modification of resident persons.

居住人员中有外地来京人员的, 甲方应提供相关证明, 督促和协助乙方到当地公安派出所办理暂住证; 居住人员中有境外人员的, (☐ 甲方 / ☒ 乙方) 应自订立本合同之时起 24 小时内到当地公安派出所办理住宿登记手续。

If there are some external persons in resident staff, Party A should provide the relevant certificate, and supervise and assist Party B to apply for temporary residence permits at the local police station; If there are some overseas personnel in resident persons, (☐ Party / ☒ Party B) should handle registration procedures for residence at the local police station within 24 hours from the time this contract is signed.

租赁用途为非居住的, 甲方应自订立房屋租赁合同之日起 30 日内, 到房屋所在地的房屋行政管理部门办理房屋租赁合同备案手续。

If the rental purpose is for non-resident, Party A shall handle the registration procedures for record of this contract at the housing administrative department in which the Premises is situated within 30 days after this contract is signed.

第三条 租赁期限及免租期

Article 3 Lease Term and Deposit and Rent-free period

(一) 房屋租赁期自 2012 年 5 月 1 日至 2015 年 4 月 30 日, 共计 叁 年 × 个月。甲方应于 × 年 × 月 × 日前将房屋按约定条件交付给乙方。

1.The lease term is [3] year(s), commencing on [2012.5.1] and expiring on [2015.4.30] (hereinafter referred to as the "Term"). Party A shall deliver the Premises to Party B before the date on ×

according to this contract.

(二) 免租期 (含装修期)

免租期为 壹 个月, 自 2012 年 4 月 1 日起至 2012 年 4 月 30 日止, 乙方在免租期内免付租金, 但需缴纳水费、电费以及因乙方使用而产生的相关费用。

2.Rent-free period (including decoration):The Grace Period shall be for a period of [1] month, commencing from [2012.4.1] until [2012.4.30]. During the Grace Period, Party B need not pay the rent. But Party B need pay charges for water, electricity and the other use fees of the specific facilities provided for use by Party B.

(三) 租赁期满或合同解除后, 甲方有权收回房屋, 乙方应按照原状返还房屋及其附属物品、设备设施。甲乙双方应对房屋和附属物品、设备设施及水电使用等情况进行验收, 结清各自应当承担的费用。

3.Upon expiry of the contract, Party A has the right to take back the entire Premises. Party B shall return the Premises and its subsidiary goods, equipment and facilities according to its original condition. The two sides should check the Premises and its subsidiary equipment and facilities, the use of water and electricity and other condition ,and settle the fees each side should bear.

乙方继续承租的, 应提前 60 日向甲方提出 (☒ 书面 / ☐ 口头) 续租要求, 协商一致后双方重新签订房屋租赁合同。

If renewing the contract, Party B should submit a written application to obtain the written consent of Party A within 60 days before the expiry of the contract. The two sides should sign the contract again through bilateral friendly consultations.

第四条 租金及押金

Article 4 Rent and Deposit

(一) 租金标准:

1. Rental Terms:

第一年: 自 2012 年 5 月 1 日起至 2013 年 4 月 30 日止, 租金为 RMB 34059 元/月;

The 1st year:From [2012.5.1] to [2013.4.30], the Rent is RMB 34,059 yuan / month.

第二年: 自 2013 年 5 月 1 日起至 2014 年 4 月 30 日止, 租金为 RMB 34059 元/月;

The 2nd year:From [2013.5.1] to [2014.4.30], the Rent is RMB 34,059 yuan / month.

第三年: 自 2014 年 5 月 1 日起至 2015 年 4 月 30 日止, 租金为 RMB 35762 元/月;

The 3rd year:From [2014.5.1] to [2015.4.30], the Rent is RMB 35,762 yuan / month.

(二) 支付方式: (☐ 现金 / ☐ 转帐支票 / ☒ 银行汇款), 押 二 付 六, 各期租金应提前 7 天支付。

2.Payment: ☐ Cash / ☐ note of transfer / ☒ Bank Transfer, the amount of deposit are two-months of deposit plus six months of rents. The rental mortgage is due within 7 days in advance.

(三) 押金: 人民币陆万捌仟壹佰壹拾捌元整 (¥: 68118) 租赁期满或合同解除后, 房屋租赁押金除抵扣应由乙方承担的费用、租金, 以及乙方应当承担的违约赔偿责任外, 剩余部分应如数返还给乙方。

3. Deposit: (¥: 68,118), After expiry or termination of the contract, deducting the costs, rent and the liquidated damages which should be borne by Party B from the deposit, Party A shall refund the remainder of deposit to Party B.

(四) 乙方应按甲方指定的下述帐户资料支付本租约项下所有的到期款项。所有付款以人民币计算, 以人民币支付。

4. Party B shall pay the rental mortgage and all other amounts due and payable in RMB to the account designated by Party A. The account designated by Party A is as follows:

银行名称: 中国人民建设银行

Bank Name: China Construction Bank

帐户名称: 乔华

Account Name: qiaohua

银行帐号: 4367 4200 1026 0742 101

Bank Account: 4367 4200 1026 0742 101

第五条 其他相关费用的承担方式

Article 5 Other charges

租赁期内的下列费用中除 (12) 室内设施维修费外, 其他项均由乙方承担: (1) 水费 (2) 电费 (3) 电话费 (4) 电视收视费 (5) 供暖费 (6) 燃气费 (7) 物业管理费 (8) 房屋租赁税费 (9) 卫生费 (10) 上网费 (11) 车位费 (12) 室内设施维修费 (13) × 费用。

Among the following fees, Party A shall bear the fees of (12). Party B shall bear the fees of (1) (2) (3) (4) (5) (7) (10) (11).

(1) water, (2) electricity, (3) telephone call, (4) TV, (5) heat, (6) gas, (7) management fee, (8) rental tax, (9) health costs, (10) fee of ADSL, (11) parking fees, (12) maintenance costs of indoor facility, (13) other fees.

本合同中未列明的与房屋有关的其他费用均由甲方承担。如乙方垫付了应由甲方支付的费用, 甲方应根据乙方出示的相关缴费凭证向乙方返还相应费用。

Other housing-related costs, but not listed in the contract, should be borne by Party A. If Party B advances the fees which should be paid by Party A, Party A shall return the fees to Party B according to the corresponding payment credentials showed by Party B within reasonable period.

第六条 居间服务

Article 6 Intermediary services

(一) 丙方应当认真负责地为甲乙双方订立房屋租赁合同提供机会或媒介服务, 如实报告有关订立房屋租赁合同的事项, 并协助甲乙双方办理物业交验, 保证甲乙双方正常履行义务。在甲乙双方签订合同时, 应提供甲乙丙三方的营业执照、法人、经办人身份证复印件、联系方式等作为合同的附件之一。

1. Party C should be conscientious and responsible for providing rental opportunities or media services for signing a lease contract between Party A and Party B, and accurately report on the matter relating to signing contract and assisting in handling the delivery examination of the property.

(二) 本合同签订后 (☐ 即时 / ☐ 3 日内), 甲方应向丙方支付月租金的 82 % 即人民币 贰万捌仟 元整 (¥: 28000) 作为佣金, 支付方式: ☐ 现金 / ☐ 转帐支票 / ☐ 银行汇款; 乙方应向丙方支付月租金的 × % 即人民币 × 元整 (¥: ×) 作为佣金, 支付方式: ☐ 现金 / ☐ 转帐支票 / ☐ 银行汇款。

2. After the signing of this contract (☐ Immediate / ☐ 3 days), Party A shall pay Party C 82% of the monthly rent (namely RMB 34,059 yuan) as commission. payment: ☐ Cash / ☐ note of transfer / ☐ bank transfer; Party B shall pay Party C ×% of the monthly rent (namely RMB × yuan) as commission, payment: ☐ Cash / ☐ note of transfer / ☐ bank transfer.

(三) 本合同签订后, 如租赁双方解除、中止或变更租赁关系的, 租赁双方仍应向丙方支付所约定的佣金。

3. After the signing of this contract, if each side terminates, suspends or amends the contract, the two sides should still pay the agreed commission to Party C.

第七条 房屋维护及维修

Article 7 Housing maintenance and repair

(一) 甲方应保证出租房屋的建筑物和设备设施符合建筑、消防、治安、卫生等方面的安全条件, 不得危及人身安全; 乙方保证遵守国家、北京市的法律法规规定以及房屋所在小区的物业管理规约。

1. Party A shall ensure that the construction structure and the equipment and facility of the Premises conform to the safety conditions concerning construction, fire prevention security, health and other conditions, and the Premises has not any danger to the personal safety. Party B shall ensure that the relevant laws and regulations of national or Beijing government as well as the property management provisions shall be observed during use of the Premises.

(二) 租赁期内, 甲乙双方应共同保障该房屋及其附属物品、设备设施处于适用和安全的状态。

2. During the Term, both parties shall ensure that the Premises and its contents, equipment and facilities are in usable and safe condition.

(1) 对于该房屋及其附属物品、设备设施因自然属性或合理使用而导致的损耗, 乙方应及时通知甲方修复。甲方应在接到乙方通知后的 7 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。因维修房屋影响乙方使用的, 应相应减少租金或延长租赁期限。

Regarding normal wear and tear of the Premises and its contents, equipment and facilities, Party B shall promptly notify Party A for repair and maintenance. Party A shall commence repair and maintenance within 7 days after receipt of Party B's notice. If Party A failed to do so, Party B can repair and maintain for Party A and, to the extent lawful and reasonable, the expenses shall be borne by Party A. Party A

should reduce the rent or extend the lease term because of maintenance affecting the use of the Premises.

(2) 因乙方保管不当或不合理使用，致使该房屋及其附属物品、设备设施发生损坏或故障的，乙方应负责维修或承担赔偿责任。

If the Premises and its contents, equipment and facilities are damaged due to Party B's improper keeping or unreasonable usage, Party B shall be responsible for repair and maintenance and shall be liable for compensation.

第八条 转租

Article 8 Subletting

除甲乙双方另有约定以外,乙方需事先征得甲方书面同意,方可在租赁期内将房屋部分或全部转租给他人,并就受转租人的行为向甲方承担责任。

During the Term, Party B shall not sublet or assign the lease to any third party without prior to Party A's written consent.

第九条 合同解除

Article 9 Termination of Contract

(一) 经甲乙双方协商一致, 可以解除本合同。

The parties may terminate this contract by reaching a written agreement through consultation.

(二) 因不可抗力导致本合同无法继续履行的, 本合同自行解除。

This contract will be terminated due to the occurrence of any force majeure events resulting in both parties not performing it.

(三) 甲方有下列情形之一的，乙方有权单方解除合同：

Upon occurrence of any of the following event, Party A is entitled to unilaterally terminate this contract.

1、迟延交付房屋达 7 日的。

Delaying in the delivery of the Premises up to 7 days.

2、交付的房屋严重不符合合同约定或影响乙方安全、健康的。

The Premises not meeting the agreed conditions stipulated in the contract or affecting Party B's safety and healthy.

3、不承担约定的维修义务，致使乙方无法正常使用房屋的。

Not assuming the obligation of maintenance, leading to Party B not properly using the Premises.

4、 $\frac{\times}{\times}$ _____。

(四) 乙方有下列情形之一的, 甲方有权单方解除合同, 收回房屋:

If Party B exists one of the following circumstances, Party A have the right to unilaterally terminate this contract:

1、不按照约定支付租金达 7 日的。

Delays paying the due rent, deposit up to 7 days.

to personal and property damage of Party B.

(四) 甲方未按约定时间交付该房屋或者乙方不按约定支付租金但未达到解除合同条件的,以及乙方未按约定时间返还房屋的, 应按押金的 200% 支付违约金。

Party A failing to deliver the Premises at the appointed time or Party B not paying the rent timely ,but the contract not being terminated thereof, and Party B not restoring the Premises timely, the party breaching the above circumstances shall pay liquidated damages to the other party according to 200%_ of the deposit.

(五) 丙方提供虚假信息、隐瞒重要事实或有恶意串通行为的, 除退还已收取的佣金外, 还应赔偿由此给甲方或乙方造成的损失, 并负有连带责任。

Providing false information, concealing important facts or having malicious collusive behavior, Party C should compensate for all the losses of Party A or Party B in addition to refunding the commission having been received.

(六) $\frac{x}{x}$

第十一条 合同争议的解决办法

Article 11 Dispute Resolution

本合同项下发生的争议，由三方当事人协商解决；协商不成的，依法向有管辖权的人民法院起诉，或按照另行达成的仲裁条款或仲裁协议申请仲裁。

The dispute occurred under this contract should be settled through consultation by the three parties; if consultation fails, any party may bring legal proceedings at the People's Court which has the jurisdiction of the case or apply for arbitration in accordance with the arbitration clause or agreement.

第十二条 其他约定事项

Article 12 Other matters

一、本合同签署后 7 个工作日内,乙方向甲方支付押金人民币陆万捌仟壹佰壹拾捌元整(¥: 68118)作为首付款(直接汇入甲方指定银行账户),余款应于 2012 年 4 月 1 日前向甲方支付。

1. After signing the contract, party B should pay party A the deposit within 7 working days. Party B agree to pay party A in amount of RMB68,118 as down payment, The amount of RMB68,188 will be transfer to party A's bank account. Remaining balance is due before April 1.2012.

二、甲方收取的租金中不含房屋租赁税费，因此产生的相关责任与乙方无关。

2. Mortgage received from party B is not include taxes, therefore party A is fully responsible for all the taxes by Chinese tax regulation and party B is not responsible and liable for anything to do with taxes due to the least.

三、甲方应于2012年4月1日前将原房屋内的遗留装修拆除,费用由甲方承担。

3. Party A should clear or move EVERYTHING out of premise BEFORE April 1, 2012 to its original condition. Party A is responsible for all the feeds.

四、租赁期内，甲乙双方不得恶意违约、提前解除合同。

4. During the leasing periods, both parties A and B are not allow to terminate contract with prior concern.

本合同经三方签字盖章后生效。本合同（及附件）一式 叁 份，其中甲方执 壹 份，乙方

执 壹 份, 丙方执 壹 份, × 执 × 份。


This contract shall be effective upon the signing and stamp of three parties. This contract (and annex), has three copies, with each party holding one with the same legal validity.

本合同生效后, 各方对合同内容的变更或补充应采取书面形式, 作为本合同的附件。附件与本合同具有同等的法律效力。

After this contract becomes effective, the modification or supplement of the contract should be in writing which act as annex to the contract. and the annex has the same legal validity with the contract.

出租人 (甲方) 签章: 

Lessor(Party A)(signed and sealed)

委托代理人: 

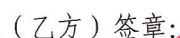
Agent:

联系方式: 18910988330

Contact:

18年 2月 25日


Date:

承租人 (乙方) 签章: 

Lessee(Party B)(signed and sealed)

国籍: 

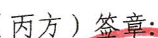
Nationality: USA

联系方式: 


Contact:

年 月 日

Date:

居间人 (丙方) 签章: 

Intermediary (Party C)(signed and sealed)

联系方式: 

(Contact)

年 月 日

Date:

经纪执业人员签字:

Brokerage practitioners signature

资格注册证书编号:

No. of registration certificate

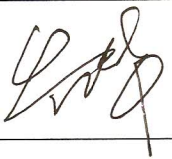
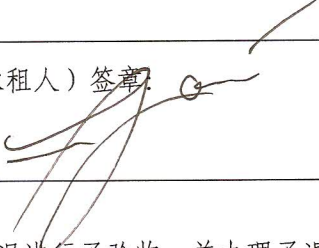
附件一:

Annex 1:

其他相关费用

Other related costs

项目 project	单位 unit	单价 price	起计时间 The beginning time	起计底数 The actual amount of beginning
水费	Water fees			
电费	Eletrocity fees			
电话费	Telephone fees			
收视费	Cable fees			
供暖费	Heat fees			
燃气费	Gas fees			
物业费	Management fees			
卫生费	Health fees			
上网费	Fee for ADSL			
车位费	Parking fees			
租赁税费	Rental tax and fees			

交房确认	<p>对上述情况, 乙方经验收, 认为符合房屋交验条件, 并且双方已对水、电、燃气等费用结算完结, 同意接收。</p> <p>After checking the above conditions, Party B deemed it be in terms of the examination conditions for accepting the Premises. and both sides have settled water, electricity, gas and other costs . Party B agrees to accept the Premises.</p>	
	<p>交房日期: 年 月 日</p> <p>(the date of delivery):</p>	
	<p>甲方 (出租人) 签章:</p> <p>Party A:</p> 	<p>乙方 (承租人) 签章:</p> <p>Party B:</p> 
退房确认	<p>甲乙双方已对房屋和附属物品、设备设施及水电使用等情况进行了验收, 并办理了退房手续。有关费用的承担和房屋及其附属物品、设备设施的返还 <input type="checkbox"/> 无纠纷 / <input type="checkbox"/> 附以下说明: _____。</p> <p>Both sides have checked the Premises and its ancillary items, equipment and facilities, and the use of water and electricity, and handling the procedures of returning the Premise. The related costs and the return of subsidiary goods, equipment and facilities <input type="checkbox"/> No disputes / <input type="checkbox"/> attached to these following instructions:_____.</p>	
	<p>退房日期: 年 月 日</p> <p>(the date of returning the Premises):</p>	
	<p>甲方 (出租人) 签章:</p> <p>Party A:</p>	<p>乙方 (承租人) 签章:</p> <p>Party B:</p>

