

No.: _____

Nanjing House Lease Contract
(Trial)
(Intermediary Service Edition)

Supervised by **Nanjing Housing Security and Property Bureau**
Nanjing Administration for Market Regulation
____ (MM) 20 ____ (YYYY)

Important!

As an aid to understand the Chinese contract sample, the English text is for reference only. In case of any ambiguity or conflict, the Chinese version will prevail. The transaction parties shall bear all legal consequences arising from the breach of the above content. The English text shall not be used as an supplement or attachment to the contract for online execution or filing.

Notes

1. The Contract is a model text jointly supervised by Nanjing Housing Security and Property Bureau and Nanjing Administration for Market Regulation in accordance with relevant laws and regulations. It is applicable to the market-oriented rental of houses within the administrative area of this city.
2. Prior to signing the Contract, all parties shall show their business licenses and their legal and valid identity certificates, and the lessor shall show the lessee the house ownership certificate (property ownership certificate or real estate ownership certificate and other relevant certificates or supporting documents) or the house lease registration record certificate. If the house is jointly owned, the certificate of consent of the owners of the joint ownership of the house to lease shall be provided.
3. The lessor shall fulfill the obligation of reminding the lessee of major matters under the Contract. The lessee shall sign the Contract prudently. Before signing the Contract, all parties shall carefully read all the clauses, especially review the optional, supplementary and modified contents, and pay attention to guarding against potential market risks and transaction risks. All parties shall agree on the interpretations of the articles and terms used herein through negotiation, and specify the said interpretations herein if necessary.
4. ☐ options, blank filling and other contents to be deleted or added in the Contract shall be determined by both parties (i.e., Party A and Party B) through negotiation. ☐ options shall be selected by ticking V. Any item not incurred or agreed by both parties, draw × in the blank area to indicate deletion.
5. If there is no agreement or unclear agreement in the Contract, all parties may make supplementary agreement in the blank line after the relevant terms according to the specific circumstances, or sign a supplementary agreement separately.
6. Within 30 days from the effective date of the Contract, all parties shall handle the registration and filing of the house lease contract with the district lease registration and filing department in the place where the house is located. In case of any change in the contents of the registration and filing or termination of the lease relationship, all parties shall handle the formalities of filing change or cancellation with the original accepting department as required.
7. Both parties may determine the number of originals of the Contract as needed, and shall carefully check the originals when signing them to ensure that different originals of the Contract have identical contents. In any case, the lessor and the lessee shall hold at least one original of the Contract respectively.
8. As for leasing of historical buildings, both parties shall strictly abide by the relevant requirements of relevant laws, regulations and rules such as the *Regulations of Nanjing Municipality on the Protection of Historical and Cultural Cities*, and the *Nanjing Important Modern Architecture and Modern Architecture Style Area Protection Regulations*, fully perform their obligations and responsibilities, and consciously accept the supervision and management of the competent authorities.

Nanjing House Lease Contract (Intermediary Service Edition)

On the basis of voluntariness, equality, fairness, honesty and credit, and in accordance with laws, regulations and rules such as *General Provisions of the Civil Law of the People's Republic of China*, *Contract Law of the People's Republic of China*, *Property Law of the People's Republic of China*, *Law of the People's Republic of China on the Administration of Urban Real Estate*, *Measures for the Management of Real Estate Brokerage*, and *Measures of Nanjing Municipality on the Administration of House Lease*, through the intermediary introduction of the brokerage agency, the lessor, the lessee and the brokerage agency reach consensus on the relevant contents of the lease of the house by the lessor to the lessee, and enter into the House Lease Contract.

Chapter I Parties to the Contract

Party A (Lessor): _____

Type of certificate: ☐ Resident ID card ☐ Passport ☐ Unified social credit code ☐ _____, Certificate No.: _____ ☐ Nationality ☐ Place of domicile ☐ Business place]: _____

(In the event that there is more than one Party A, the above information shall be added correspondingly according to the filling order)

Mailing address: _____ Tel: _____

☐ Legal agent] ☐ Entrusted agent]:_____

Type of certificate: ☐ Resident ID card] ☐ Passport] ☐ Unified social credit code] ☐____], Certificate No.:_____ ☐ Nationality] ☐ Place of domicile]:_____

Mailing address:_____Tel:_____

Party B (Lessee):_____

Type of certificate: ☐ Resident ID card] ☐ Passport] ☐ Unified social credit code] ☐____], Certificate No.:_____ ☐ Nationality] ☐ Place of domicile] ☐ Business place]:_____

Mailing address:_____Tel:_____

☐ Legal agent] ☐ Entrusted agent]:_____

Type of certificate: ☐ Resident ID card] ☐ Passport] ☐ Unified social credit code] ☐____], Certificate No.:_____ ☐ Nationality] ☐ Place of domicile]:_____

Mailing address:_____Tel:_____

Party C (brokerage agency): _____
[☐ Unified social credit code]: _____
[☐ Record certificate No.]: _____
[☐ Legal representative] [☐ Person in charge]: _____
Entrusted agent: _____
[☐ Place of business]: _____
Mailing address: _____ Tel: _____

Chapter II Basic Conditions of House

Article 1 Basic conditions of house

(1) The house leased by Party A (hereinafter referred to as the house) is located at: _____ 【District】
_____. The floor area of the house is _____ m², including the set inside floor
area of _____ m², and the total share building area of _____ m². (The content is consistent with
that recorded in the certificate of house property right)

The house is [☐ leased as a whole] [☐ partially leased]. The leased space is _____, and the leased
area is _____ m².

(2) The house's [☐ property ownership certificate No.] [☐ real estate certificate No.] [☐ _____] is
_____; the land No. is _____; the planned use is [☐ residential] [☐ office] [☐ commercial] [☐
_____]; the [☐ name] of the [☐ owner] [☐ purchaser] [☐ _____] of the house is _____; the
house [☐ has been] [☐ has not been] mortgaged before the signing of the Contract.

(3) The house type is ____-master room, ____-living room, ____-kitchen and ____-bathroom; the orientation is
[☐ east] [☐ south] [☐ west] [☐ north] [others ____].

- (4) Decoration of the house: ☐ roughcast ☐ simple decoration ☐ fine decoration].
- (5) Configuration of the house elevator: ☐ Yes ☐ No].
- (6) The house, ☐ with ☐ without garage / parking space / storage room, is located at _____, and ☐ is ☐ is not] leased out together with the house under (1) of this Article.
- (7) Year of completion of the house:_____.
- (8) Party A has obtained the written consent or authorization of the owner of the house, and has the legal rental right of the house.
- (9) Party B has fully understood the ownership conditions of the above house and Party A's rights and interests.
- (10) Others_____.

Article 2 Leasing purpose

The leasing purpose of the house is ☐ residential ☐ office ☐ commercial ☐____]; if the leasing purpose is residential, the number of people living is _____, and no more than _____ and the per capita rental area shall not be less than the relevant provisions of the municipal people's government. It is not allowed to live in kitchens, bathrooms, balconies and underground storerooms.

Chapter III Term, Rent and Delivery of House Lease

Article 3 Term of lease

- (1) The term of lease is from _____ (MM) _____ (DD), _____ (YYYY) to _____ (MM) _____ (DD), _____ (YYYY), totaling _____ month(s) _____ day(s).

Upon the expiration of the term of lease, if Party B requests to renew the lease, Party B shall submit ☐ written ☐ oral] intention to Party A [____] day(s) before the expiration of the term of lease, and with the consent of Party A, re-sign the lease contract and handle the online signing of the lease contract for the record; if the lease is not renewed, Party A shall be notified within [____] day(s) before the expiration of the term of lease. If Party A does not continue to rent the house, it shall notify Party B in writing at least [____] day(s) in advance; if the lease continues, Party B shall have the priority to lease under the same conditions.

- (2) During the term of lease, Party A shall not take back the house in advance without consensus reached by the parties, or any reasons agreed in the Contract.

Article 4 Rent

The house rent is RMB ____ (in words: RMB _____ only) / ([☐ month], [☐ quarter], [☐ ____]), with a total rent of RMB ____ (in words: RMB _____ only). The rent of the garage / parking space / storage room under (6) of Article 1 of the Contract [☐ has been] [☐ has not been] included. The rent shall be paid by [☐ month] [☐ quarter] [☐ ____], and the first rent payment shall be made on ____ (MM) ____ (DD), ____ (YYYY). After that, Party B shall pay the next rent to Party A ____ day(s) before the due date of each payment.

Both parties choose [☐ cash] [☐ bank transfer] [☐ ____] for payment. Name of Party A's deposit bank or electronic channel: _____, card No./account No.: _____.

Party A shall issue a rent invoice to Party B within ____ day(s) after receiving the rent.

In case of early dissolution of the Contract, Party A shall refund the rent received but not yet incurred within ____ day(s) after the dissolution of the Contract. Party B shall move out and settle the expenses incurred within ____ day(s) after the dissolution of the Contract.

Article 5 Deposit

The house lease deposit is RMB ____ (in words: RMB _____ only) and shall be paid by Party B to [☐ Party A] [☐ _____] by [☐ cash] [☐ bank transfer] [☐ ____] before ____ (MM) ____ (DD), ____ (YYYY). Party A shall issue a payment receipt to Party B upon receiving the deposit. Upon expiration of the term of lease or dissolution of the Contract, Party A shall return the remaining house lease deposit to Party B in full upon the return of the house, except for the part of deposit for deducting the expenses to be borne by Party B as agreed in the Contract.

Article 6 Method of payment of other fees

During the term of lease, [☐ water fee] [☐ electricity fee] [☐ gas fee] [☐ heating fee] [☐ property management fee] [☐ parking fee] [☐ TV viewing fee] [☐ network fee] [☐ telephone fee] [☐ garbage fee] [☐ indoor facilities maintenance fee] [☐ ____] [☐ ____] [☐ ____] shall be borne by Party B;

During the term of lease, [☐ water fee] [☐ electricity fee] [☐ gas fee] [☐ heating fee] [☐ property management fee] [☐ parking fee] [☐ TV viewing fee] [☐ network fee] [☐ telephone fee] [☐ garbage fee] [☐ indoor facilities maintenance fee] [☐ ____] [☐ ____] [☐ ____] shall be borne by Party A.

Other fees related to the house not agreed in the Contract shall be borne by Party A. If Party B advances the fees payable by Party A, Party A shall return the corresponding fees to Party B according to the relevant payment voucher presented by Party B.

Article 7 Delivery of house

(1) Party A shall deliver the house to Party B based on agreed terms and conditions before _____ (MM) _____ (DD), _____ (YYYY) for acceptance by Party B. At the same time, both parties sign the *House Acceptance Form* (see Annex I), which lists the use of house decoration and ancillary items, facilities and equipment, water, electricity and heat.

(2) Upon expiration of the term of lease or dissolution of the Contract, Party A has the right to take back the house, and Party B shall return the house and its ancillary items, facilities and equipment within _____ day(s). Both parties shall check and accept the use of house decoration, ancillary items, facilities and equipment, water, electricity and heat, etc. Party B shall settle the expenses it shall bear, and all parties shall sign or seal in the *House Acceptance Form* (see Annex I).

(3) During the term of lease, without the consent of Party B, Party A shall not enter the leased house without authorization, except for emergency situations such as emergency maintenance or danger elimination.

Chapter IV Intermediary Service

Article 8 Service contents

(1) Party C shall present the business license, the registration certificate of the real estate brokerage enterprise and the real estate brokerage employment certificate of the agent to Party A and Party B.

(2) Party C appoints [☐real estate broker] [☐ real estate broker assistant] [☐ broker] to be responsible for the house brokerage activities and handling the matters entrusted by Party A and Party B within the entrustment period.

(3) Party C shall verify the identity certificates provided by Party A and Party B.

(4) Party C shall verify the authenticity of the ownership of the house and accompany Party B to inspect the house on site.

(5) Party C shall assist Party A and Party B in handling property delivery for inspection.

(6) Party C shall cooperate with Party A and Party B to sign the House Lease Contract, and sign and upload the Contract through the online registration and filing system.

(7) Party C shall not provide false information to Party A or Party B, conceal important facts that may affect the lease transaction or maliciously collude with others to damage the interests of Party A or Party B.

(8) Party C shall not disclose or improperly use the information of Party A or Party B to seek illegitimate interests.

Article 9 Service fees

(1) Party A shall pay Party C ____% of the monthly rent, that is, RMB _____ only (in words) (¥:_____) as a commission [☐ on the day of] [within ☐ ____ day(s) after] the signing of the Contract. Party B shall pay Party C ____% of the monthly rent, that is, RMB _____ only (in words) (¥:_____) as a commission.

(2) Payment method: [☐ cash] [☐ transfer] [☐_____].

(3) Party C shall issue commission invoices to Party A and Party B within ____ day(s) after receipt of the commission.

Chapter V Rights and Obligations

Article 10 Use and maintenance of the house during the term of lease

(1) Party A shall ensure that the building structure, equipment and facilities of the leased house meet the mandatory standards and requirements of safety, disaster prevention, construction, fire protection, public order and hygiene, and will not endanger personal safety; and ensure that the leased house has the necessary living conditions such as water supply and power supply, and the interior decoration conforms to the relevant national standards and will not endanger the personal health of Party B.

(2) During the term of lease, Party B shall promptly notify Party A to repair the house and its ancillary items, equipment and facilities that cannot be used normally due to their natural attributes or reasonable use. Party A shall carry out repair within ____ day(s) after receiving the notice from Party B. In case of failure to repair within the time limit, Party B may carry out repair on its behalf, and the fees shall be borne by Party A. If Party B's property loss or personal safety injury is caused by non-performance of repair obligations by Party A, Party A shall be liable for compensation.

(3) Party B shall reasonably use the house in accordance with the leasing purpose and use requirements agreed in the Contract, and ensure to comply with the national, provincial and municipal regulations on house lease, use and property management as well as the management regulations of the property management area in the place where the house is located. Party B is not allowed to change the load-bearing structure of the house and demolish the indoor facilities and equipment without authorization, and Party B is not allowed to damage the public interests and the legitimate rights and interests of neighboring people. In case of damage to the house, its ancillary items, facilities and equipment due to improper safekeeping or unreasonable use by Party B, Party B shall be responsible for repairing or making economic compensation within ____ day(s).

(4) During the term of lease, Party B shall not commit any of the following acts: ① Change the leasing purpose of the house without authorization; ② Change water, electricity and gas pipeline facilities; ③ Occupy fire passage; ④ Store and use harmful and dangerous chemical materials such as flammables and explosives; ⑤ Engage in illegal and criminal activities and damage the public interests in the leased house; ⑥_____.

(5) If Party B needs to decorate the interior of the house or change the original facilities or add equipment, Party B must obtain written consent from Party A, and Party A has the right to supervise the project. Upon the expiration of the term of lease, the remaining value of the facilities and decoration added by Party B shall be handled according to the following agreement:

☐Party B restores the house to its original state];

☐Maintain the status quo, and the remaining value of added ancillary facilities and decoration shall be owned by Party A];

☐_____].

(6) During the term of lease, Party A shall not expel Party B by violence, threat or other compulsory means to take back the house.

(7) As for leasing of historical buildings, Party A shall inform Party B of the relevant protection requirements, and print or copy the contents of the *Notice on the Protection of Historical Buildings in Nanjing* to Party B. Both parties shall sign the *Letter of Commitment for Historical Building Protection* when concluding the Contract.

Article 11 Sublease and subtenancy

Party A ☐agrees] ☐ disagrees] Party B to sublet or lend part or the whole of the house to others.

Article 12 Other special circumstances

(1) If Party A transfers the property right of the house during the term of lease, Party A shall notify Party B at least _____ day(s) before the transfer and shall not affect Party B's normal use of the house. Party B shall, within 15 days upon receipt of Party A's written notice, explicitly reply whether to exercise the preemptive right under the same conditions, and failure to reply within the prescribed time period shall be deemed as waiver of such right.

(2) If the house is expropriated or _____ during the term of lease, both parties shall make separate agreement with reference to the laws, regulations and policies.

(3) Other circumstances:_____.

Article 13 Dissolution of contract

(1) The Contract may be dissolved upon consensus of both parties.

(2) In case that the performance of the Contract cannot be continued due to force majeure, the Contract will be dissolved automatically.

(3) In the event of the following circumstances of Party A, Party B has the right to unilaterally dissolve the Contract:

1. The delivery of the house is delayed by _____ day(s);
2. The delivered house is seriously inconsistent with the Contract or has serious quality defects that affect the normal use of Party B;
3. The harmful substances contained in the decoration materials exceed the relevant national provisions;
4. Party B cannot use the house normally because Party A does not undertake the agreed repair obligations;
5. Party B's residence is seriously affected by Party A's ownership or dispute over obligation;
6. Others: _____.

(4) In the event of the following circumstances of Party B, Party A has the right to unilaterally dissolve the Contract and take back the house:

1. Failing to pay the rent as agreed exceeds _____ day(s) or the accumulated amount of overdue other relevant expenses exceeds RMB _____;
2. Party B sublets or lends the house to a third party without authorization in violation of provisions hereof;
3. Party B changes the use of the house, demolishes or alters the main structure of the house or carries out other illegal construction acts without authorization;
4. Party B uses the leased house to engage in illegal or criminal activities and damage public interests;
5. Party B creates hidden dangers of public security and fire control and refuses to correct them;
6. The number of actual residents exceeds the number agreed upon in the Contract;
7. Others: _____.

(5) Other statutory conditions for the dissolution of the Contract.

Article 14 Liability for breach of contract

(1) If Party B fails to pay the rent in time, Party B shall pay Party A liquidated damages at _____% of the [☐ monthly] [☐ yearly] [☐ _____] rent of the Contract for each overdue day.

(2) If Party A fails to deliver the house in time, Party A shall pay Party B liquidated damages at _____% of the [☐ monthly] [☐ yearly] [☐ _____] rent of the Contract for each overdue day.

(3) If Party B fails to return the house in time, Party B shall pay Party A liquidated damages at ____% of the [☐ monthly] [☐ yearly] [☐ ____] rent of the Contract for each overdue day.

(4) If one party violates the provisions of the Contract and thus dissolves the Contract, the breaching party shall pay liquidated damages to the other party at ____% of the [☐ monthly] [☐ yearly] [☐ ____] rent of the Contract; if personal injury or property loss is caused, the breaching party shall also be liable for compensation.

(5) During the term of lease, if Party A needs to dissolve the Contract in advance other than as stipulated in Article 13 of the Contract, Party A shall reach a consensus with Party B, return the unused prepaid rent to Party B, and pay Party B liquidated damages at ____% of the [☐ monthly] [☐ yearly] [☐ ____] rent of the Contract. Where losses are caused, Party A shall be liable for compensation according to laws.

(6) During the term of lease, if Party B needs to withdraw the lease in advance other than as stipulated in Article 13 of the Contract, Party B shall notify Party A in writing ____ day(s) in advance, and pay Party A liquidated damages at ____% of the [☐ monthly] [☐ yearly] [☐ ____] rent of the Contract. Where losses are caused, Party B shall be liable for compensation according to laws.

(7) If Party C violates the relevant provisions in Article 8, it shall not only refund the commission collected, but also compensate Party A or Party B for losses.

(8) In case of any loss caused to the other party in violation of other agreements in the Contract, the breaching party shall bear the liability for compensation.

(9) _____.

Chapter VI Online Signing and Filing of House Lease Contract

Article 15 Online signing and filing of contract

(1) Within 30 days from the date of signing the Contract, [☐ Party A] [☐ Party B] [☐ Party A and Party B] [☐ Party C] [_____] shall apply for handling house lease registration and filing via the online registration and filing system or with the lease registration and filing department in the place where the house is located.

(2) During the term of lease, in case of any change in the contents of the house lease registration and filing or early termination of the Contract, both parties shall, within ten days after the change or termination of the Contract, notify the brokerage agency in writing or go through the change or cancellation formalities of the house lease registration and filing with the department where the original lease registration is filed.

(3) Other provisions on online signing and filing of house lease contract are as follows:

_____.

Chapter VII Other Matters

Article 16 Dispute resolution methods

Disputes aroused during performance of the Contract shall be solved by the both parties upon negotiation. If negotiation fails, method _____ shall be adopted:

1. Bring a lawsuit to the _____ People's Court according to law.
2. Submit to _____ Arbitration Commission for arbitration.

Article 17 Miscellaneous

Article 18 Effectiveness of contract

The Contract shall come into effect as of the date of signature or seal by three parties.

The Contract and its annexes have a total of _____ pages and are made in _____ copies, with Party A holding _____ copies, Party B holding _____ copies, Party C holding _____ copies, [☐ _____] holding _____ copies and [☐ _____] holding _____ copies and one copy is submitted to the house lease registration and filing department for filing. After the Contract comes into effect, the changes or supplements made by both parties to the Contract shall be in written form as an annex to the Contract and provided to Party C for record. The annex has the same legal effect as the Contract.

Party A (Lessor) (signature or seal):

Party B (Lessee) (signature or seal):

[Legal representative/person in charge] (signature or seal):

[Legal representative/person in charge] (signature or seal):

[Entrusted agent] (signature or seal):

[Entrusted agent] (signature or seal):

[Legal agent] (signature or seal):

Emergency contact: _____

Emergency contact: _____

Tel: _____

Tel: _____

Date of signing:
____ (MM) ____ (DD), ____ (YYYY)

Date of signing:
____ (MM) ____ (DD), ____ (YYYY)

Place of signing: _____

Place of signing: _____

Party C (brokerage agency) (signature or seal): _____

[Broker] (signature or seal): _____

[Certificate No.]: _____

Date of signing: ____ (MM) ____ (DD), ____ (YYYY)

Place of signing: _____

House Acceptance Form

(1) Condition of ancillary furniture and electrical appliances of the house									
Name	Brand	Unit	Quantity	Old and new, soundness	Name	Brand	Unit	Quantity	Old and new, soundness
(2) Decoration situation									
Ground									
Wall									
Window									
Door									
Others									
(3) House supporting items and ancillary facilities and equipment									
Payment card	Water card <input type="checkbox"/> yes <input type="checkbox"/> no; Electric card <input type="checkbox"/> yes <input type="checkbox"/> no; Gas card <input type="checkbox"/> yes <input type="checkbox"/> no								
Access control card and key	_____ access control card(s) for <input type="checkbox"/> community <input type="checkbox"/> unit door; _____ key(s) to <input type="checkbox"/> security door <input type="checkbox"/> gate of the house; _____ key(s) to <input type="checkbox"/> _____								
Others									
(4) Other related fees									
Item	Unit	Unit price	Starting time	Starting base number	Item	Unit	Unit price	Starting time	Starting base number
Water fee					Property fee				
Electricity fee					Garbage fee				
Telephone fee					Internet access fee				
TV viewing fee					Parking fee				
Gas fee					Indoor facilities maintenance fee				
Other agreements: _____									

(5) Delivery and check-out confirmation	
Delivery confirmation	For the above situation, Party B considers that it meets the conditions for house acceptance, and both parties have settled the fees for water, electricity and gas, and agreed to accept it.
	Delivery date: ____ (MM) ____ (DD), ____ (YYYY)
	<div>Signature or seal of Party A (Lessor): _____</div> <div>Signature or seal of Party B (Lessee): _____</div>
	Signature or seal of Party C (brokerage agency): _____
Check-out confirmation	Both Party A and Party B have checked and accepted the use of house, ancillary items, facilities and equipment, water and electricity, etc. and have gone through the check-out procedures. For the bearing of relevant fees and the return of the house and its ancillary items, equipment and facilities, <input type="checkbox"/> there is no dispute/ <input type="checkbox"/> the following notes are attached: _____
	Check-out date: ____ (MM) ____ (DD), ____ (YYYY)
	<div>Signature or seal of Party A (Lessor): _____</div> <div>Signature or seal of Party B (Lessee): _____</div>