

# 租赁合同

## Lease Contract

根据《中华人民共和国民法典》及相关法律法规的规定，甲、乙双方在平等、自愿的基础上，就甲方将房屋租给乙方使用，为明确双方权利义务，经协商一致订立本合同。

According to the Contract Law of the The Civil Code of the People's Republic of China, Party A and Party B, on an equal and voluntary basis, concerning the house leasing by Party A to Party B, have reached an agreement to conclude this contract in order to clarify the rights and obligations of both Parties:

甲方：深圳城家公寓酒店管理有限公司海乐分公司

Party A:深圳城家公寓酒店管理有限公司海乐分公司

乙方：北京康信君安资产管理有限公司

Party B:北京康信君安资产管理有限公司

租赁期限：自 2021 年 6 月 10 日起至 2021 年 12 月 9 日。

Term of Leasing: From 2021-06-10 To 2021-12-09

房屋租金支付及方式：☒ 付三押一 房屋租金 3240.00 元 / 月（大写：叁仟贰佰肆拾 元）

Rent Payment and Method: ☒ 付三押一 House Rent 3240.00 Yuan/month (in words: 叁仟贰佰肆拾 Yuan);

☐ 短租（7日起租）房屋租金 / 元，须在入住时一次性全额支付。

☐ Short rental (the shortest leasing term is 7 days) House Rent / Yuan, payment shall be made in full at the time of check-in.

冷水费1.00元/天 电费1.50元/度 热水费50.00元/立方米

Cold Water Fee1.00元/天 Electric Charge1.50元/度 Hot Water Fee50.00元/立方米

押金金额： 3500.00 元  
Deposit:3500.00Yuan

公共服务配套费（不包含出租房间能耗收费）：金额260.00 元/月（包括：宽带、电视费、公共区域清洁费、公共基础设施（维修费等）。

Public Service Fee (Energy charges for rented rooms are not included):  
Amount 260.00 Yuan/Month(including: broadband internet, TV fee, cleaning fee of public area, public infrastructure (maintenance fee, etc.).

入住人Check-in Person	性别Gender	联系电话Tel	身份证号码ID No	常用联系地址Common contact address
曹盈	女	15813781186	440782199511078041	/
紧急联系人Emergency Contact	性别Gender	联系电话Tel	紧急联系人联系地址Contact Address of Emergency Contact	
/	/	/	/	/

若乙方的联系方式变更的，须在变更后 3 日内告知甲方，以便甲方备案及统一管理。

If Party B's contact information is changed, it shall inform Party A within 3 days after the change, so as to facilitate Party A's filing and unified management.

本房屋租赁合同签约人需为实际入住人之一。

Party A shall be one of the actual check in person.

## 第一条 出租房屋情况介绍

### Article 1: Information of the Rented House

甲方出租给乙方的房屋位于：

The house leased by Party A to Party B is located at:

深圳市宝安区宝城43区新安街道广深路249号8905室（以下简称：出租房屋）(hereinafter referred to as: Rented House)

房屋交接日为乙方实际入住之日。

The handover date of the Rented House shall be the date of Party B's actual occupancy.

## 第二条 乙方入住承诺

### Article 2 Party B's Check-in commitment

- 1、乙方向甲方承诺，提供的联系方式、地址、有效身份证件真实有效。

Party B undertakes to Party A that the contact information, address and valid identity document provided herein is authentic and valid.

- 2、乙方承诺承租出租房屋仅作为本人以及登记随从人员住宿使用，如有非本合同约定入住人入住或亲、友留宿的须向公寓管理者登记。

Party B undertakes to lease the Rented House only as accommodation for himself/herself and his/her registered accompanying personnel, and shall register with the apartment manager if any of the tenants or relatives or friends stay in the house other than those agreed herein.

- 3、**未成年人、限制民事行为能力人或无民事行为能力人需由其法定监护人陪同入住；年满65周岁以上的并需特殊看护的人员需由其看护人员陪同入住。**

Juveniles, person with limited or no capacity for civil conduct shall live and accompanied by their statutory guardian; persons over the age of 65 who require special care shall be accompanied by their caregivers.

- 4、乙方在此同意放弃其依法享有的对甲方出租房屋的优先购买权。

Party B hereby agrees to waive its pre-emptive right to purchase the Rented House of Party A according to law.

## 第三条 房屋租金、公共服务配套费、水电费的支付

### Article 3 Payment of house rent, Public service fee and Utilities

- 1、在合同期内，乙方应在每个支付周期的**最后15日内**向甲方支付下一周期的房屋租金、公共服务配套费。

During the term of the Contract, Party B shall pay the house rent and public service fee to Party A for the next period within the last 15 days of each payment period.

- 2、合同期内，水电费以及燃气费（如有）采用抄表形式，乙方应于**每月收到甲方水电费以及燃气费等费用账单通知之日起 10 日内**向甲方支付该等费用，如果客户需要，甲方须在收到水电费及燃气费（如有）后 2 个工作日内向乙方开具等额的收款收据（不开发票），合同期内如前述费用政府或相关单位作价格调整的，乙方应按调整后的价格向甲方支付费用。

During the term of the Contract, the utilities and gas fee (if any) shall be meter reading, Party B shall pay Party A within 10 days from the date of receiving bills for the utilities and gas charges. Upon the request of customer, Party A shall issue relative receipt (not invoice) with the corresponding amount within 2 working days upon receiving the payment of utilities and gas fee (if any). During the term of the Contract, if the government or relevant authorities adjust the fee, Party B shall pay the fee at the adjusted amount to Party A.

- 3、甲方收取房屋租金及公共服务配套费后，如果乙方需要，甲方 2 个工作日内向乙方开具等额的收款收据，另外，如乙方要求甲方发票的，甲方应在 10 个工作日内向乙方开具等额合规的发票。

After Party A collects the rent and public service fee, Party A shall issue an equal amount of payment receipt to Party B within 2 working days upon the request of Party B. In addition, if Party B requires an invoice from Party A, Party A shall issue a compliance invoice with the corresponding amount to Party B within 10 working days.

- 4、 若乙方违约或提前终止合同，所有以上费用（押金除外）将计算至合同实际终止日或乙方退还房间之日（以较晚者为准）。If Party B breaches or early terminates this Contract, all the above fees (except for the deposit) shall be calculated until the actual termination date of this Contract or the date on which Party B returns the Rented House, whichever is later.

#### 第四条 合同期满出租房屋的返还、合同期内退租及续租

##### Article 4 Return of the Rented House upon expiry of this Contract, early termination within the term and renewal

- 1、 合同期满，甲方有权收回出租房间，乙方应于合同到期日当日 18:00 之前搬离出租房间并与甲方结清费用，甲方应在乙方搬离出租房间后的 7-15 个工作日内（如遇节假日相应顺延）一次性将乙方支付的押金无息返还至原支付渠道或乙方于“城家 APP”系统中存在的现金账户。如客户要求变更退还费用收款账户的（须为签约人本人账户），则支付周期或有延长。 Upon expiration of this Contract, Party A shall have the right to take back the Rented House. Party B should move out of the Rented House before 18: 00 on the expiration date of the Contract and settle all payment with Party A. Party A shall refund the deposit paid by Party B with no interest accrued thereon to the original payment channel or the existing cash account of Party B in the Chengjia APP system (城家 APP) within 7- 15 business days (subject to postponement in the case of holidays) after Party B moves out of the Rented House. If the customer requests a change of the fee refund collection account (which must be the one of the undersigned's own accounts), the payment period may be extended.
- 2、 若费用未结清，甲方有权自应退押金内扣除，如押金不足以冲抵的，甲方有权另行追偿。 If the cost is not settled, Party A is entitled to deduct from the deposit which should be refunded. If the deposit is insufficient to offset the cost, Party A shall have the right to claim indemnification.
- 3、 甲方有权在合同到期日前 15 日，将出租房屋列为待出租状态，同时有权在提前 48 小时通知乙方后，在约定时间内带领新租户进行带看该出租房屋以及对出租房屋进行合理、必要的检查和维修，或为该出租房屋经营做广告等，乙方承诺给予积极配合，其中包括保持房间整洁等。 Party A shall have the right to list the Rented House as “for rent” 15 days prior to the expiration date hereof and, at the same time, Party A shall have the right to lead the new tenant to visit the Rented House and conduct reasonable and necessary inspection and maintenance of it or advertise the Rented House for the business purpose after Party A notifies Party B 48 hours in advance. Party B undertakes to cooperate actively, including keeping the room tidy, etc.
- 4、 合同期满，若乙方于合同期内没有任何违反本合同下的任何条款的行为，同等条件下乙方有优先续租权，如： Upon expiry of this Contract, if Party B has not violated any term hereof during the term of this Contract, Party B shall have the priority to renew the rental under the same conditions, such as:
- (1) 乙方未能在甲方房屋上架销售前，告知有续租意向的，视为放弃续租，相关退房流程，参照本条第一款执行。 If Party B fails to notify Party A of the renewal intention before the house is put on sale, it shall be deemed to have waived the renewal, and relevant return procedures shall be performed pursuant to Clause 1 of Article 4.
- (2) 如乙方有意续租，则需与甲方就相关续租进行协商，并至少需在合同到期日前15日内，协商达成一致并签订协议，如未协商一致的，甲方有权将房屋上架销售。 If Party B intends to renew the rental, it shall negotiate with Party A in respect of the renewal and reach an agreement through negotiation at least within 15 days before the expiry date of this Contract; if no agreement is reached, Party A shall have the right to put the house on sale.
- (3) 如双方未能在本条第二款约定时限内完成续租，但乙方仍有意承租甲方其他房屋的，双方可另行签订租赁协议。 If the two Parties fail to complete the renewal of the rental within the time limit set forth in clause (2) of this Article, but Party B still intends to lease other houses of Party A, the two Parties may enter into a separate lease contract.
- (4) 双方重新签订新的租赁合同或续租的，原租赁合同押金甲方无须退还，自动转为新租赁合同或续租房屋的押金。若新签租赁合同或续租的房屋的实际押金与原租赁合同押金有差价的，双方采用多退少补的原则的方式处理，多退的部分可直接冲抵首期房租。 If the two Parties enter into a new lease contract or renew the rental, the deposit set forth in the original lease contract shall be automatically converted into a new lease contract or deposit for the renewed house without refunding by Party A. If there are price differences of deposit between the new lease contract or the renewed house lease contract and the original lease contract, Party A shall refund excess deposit and have the right to demand payment of the shortage, and the refund part shall be directly offset against the first rent of the new contract.
- 5、 若乙方在租赁期内非因甲方原因提出退租的，在乙方实际搬离出租房屋且结清各项费用后（水电费、公共服务配套费）的7个工作日内（如遇节假日相应顺延），甲方一次性将乙方支付的自实际退租日起的剩余已经预付的房屋租金、公共服务配套费（或有）无息返还至原支付渠道，**乙方同意押金不予退还。** If Party B intends to terminate the rent during the lease term not due to Party A's reasons, Party A shall refund the remaining prepaid rent and public service fees (if any) paid by Party B as of the date of actual withdrawal of the Rented House on a lump-sum basis to the original payment channel without interest within 7

working days (subject to postponement in the case of holidays) after Party B actually moves out of the Rented House and settles all expenses (utilities and public service fees) and Party B agrees that the deposit shall not be refunded.

6、若因甲方原因提前解除租赁合同的:

If this Contract is early terminated due to Party A's reasons:

- (1) 甲方首先向乙方提供换房服务(所换房屋为与出租房屋同等价位、标准及距离最近之门店,同时免收换房费)。换房后乙方承租出租房屋的商务条件参照原租赁合同。但如乙方有意更换更高标准的出租房屋的,甲乙双方重新签订租赁合同,乙方须要补足房屋租金及押金的差额,但换房费免收。

Party A shall first provide Party B with property change service (at the same price, standard, the nearest store to the Rented House and free of change fee). The commercial conditions of Party B's rent of the rented house after the change shall refer to the original lease contract. However, if the price of the rented house that Party B intends to replace is higher than the original Rented House, the two Parties shall enter into a new lease contract. Party B shall make up the balance of the rent and the deposit, but the change fee is not charged.

- (2) 若乙方不同意换房的,则在乙方实际搬离出租房屋且结清各项费用后(水电费、公共服务配套费)的7个工作日内,甲方须一次性将乙方支付的房屋租赁押金及自从实际退租日起的剩余已经预付的房屋租金、公共服务配套费无息返还至原支付渠道。

If Party B does not agree to change the house, within 7 working days after Party B actually moves out of the Rented House and settles all expenses (utilities, public service fees), Party A shall return the deposit and the remaining prepaid rent, public service fees paid by Party B as of the date of actual withdrawal of the Rented House on a lump-sum basis to the original payment channel without interests.

7、合同期满或合同提前解除乙方返还出租房屋须经甲方验收:

In case the contract expires or terminates in advance, the Rented House returned by Party B shall be checked and accepted by Party A:

- (1) 如乙方对出租房屋内甲方提供的设施设备造成损坏的,乙方须照价赔偿或购买原型号产品用以赔偿(如原型号产品无法购买,则须购买其他等价值产品),否则甲方有权自押金中予以扣除。

If Party B causes any damage to the facilities and equipment provided by Party A in the Rented House, Party B shall compensate in accordance with the price or purchase the products of original model to compensate (if the original products cannot be purchased, other products with equivalent value shall be purchased); otherwise, Party A shall have the right to deduct such damage from the deposits.

- (2) 如因乙方原因造成的出租房屋主体结构的损坏的,则乙方须支付修复费用,甲方有权自押金中予以扣除,若押金不足以冲抵乙方损失的,则甲方有权向乙方追偿。

If the main structure of the Rented House is damaged due to reasons attributable to Party B, Party B shall pay repair costs and Party A shall have the right to deduct the amount from the deposits. If the deposits are insufficient to offset the losses caused by Party B, Party A shall have the right to claim the indemnification to Party B.

- (3) 如乙方造成房屋肮脏异味,对房屋再次使用造成严重影响的,乙方需承担300元清洁费,甲方有权自押金中予以扣除。

If Party B makes the Rented House dirty and smelly, and seriously affects the re-use of the house, Party B shall bear the cleaning fee of RMB 300 and Party A shall have the right to deduct from the deposit.

## 第五条 换房

### Article 5 Change the house

1、若合同期内,乙方要求更换出租房屋的,则:

If Party B requests to change the Rented House within the term of this Contract:

- (1) 若乙方要求更换的出租房屋为同等价格的房型,则在双方结清原出租房屋的各项费用后(包括房屋租金、公共服务配套费、及水电费等),直接操作换房,原租赁合同的押金直接转为新租赁合同的押金。

If the rented house that Party B requests to replace is at the same price, Party B may directly operate such change after both Parties have settled all costs of the original Rented House (including the rent, public service fees and utilities) and the deposits under the original lease contract shall be converted automatically into the deposits under the new lease contract.

- (2) 若乙方要求更换的出租房屋价格高于原出租房屋的,则在双方结清原出租房屋的各项费用后(包括房屋租金、公共服务配套费、及水电费等),甲乙双方重新签订租赁合同,原租赁合同的押金直接转为新租赁合同的押金,押金差额部分由乙方于签订新租赁合同时补齐。

If the price of the rented house that Party B requests to replace is higher than the original Rented House, the two Parties shall enter into a new lease contract after the Parties have settled all costs of the original Rented House (including the rent, public service fees and utilities). The deposits set forth in the original lease contract shall be converted automatically into deposits set forth in the new lease contract. The deposit balance shall be made up by Party B at the execution of the new lease

contract.

- (3) 若乙方要求更换的出租房屋价格低于原出租房屋的,则在双方结清原出租房屋的各项费用后(包括房屋租金、公共服务配套费、及水电费等),原出租房屋的押金差额部分直接冲抵新出租房屋的部分房屋租金,在下期乙方应支付的房屋租金中予以扣除。

If the price of the rented house that Party B requests to replace is lower than the original Rented House, the deposit balance for the original Rented House shall be used to set off the rent of the new property after the two Parties have settled all costs and expenses of the original Rented House (including the rent, public service fees and utilities) and deduct the amount from the following rent payable by Party B for the house.

- (4) 乙方须在出租房屋更换完成后当日向甲方支付 300 元作为换房费。

Party B shall pay Party A RMB 300 as the house exchange fee on the day when the replacement is completed.

- (5) 换房后新租赁合同起租日为办理换房日,届满日为原租赁合同届满日(甲乙双方另行协商约定除外)。

The lease commencement date of the new lease contract after the house exchange shall be the date for handling the house exchange, and the expiration date shall be the expiration date of the original lease contract (unless otherwise agreed by the Parties through consultation).

- 2、若因甲方原因造成的房间更换,换房费免收。

If the Rented House is changed due to Party A's reason, the change fee shall be exempted.

## 第六条 双方的责任、义务

### Article 6 Responsibilities and obligations of both Parties

- 1、乙方须正常使用并爱护出租房屋及出租房屋内的设施设备,不得擅自改变出租房屋的用途,不做非法用途,不破坏出租房屋内部结构,不得擅自更改水电管线及破坏配套装潢、设施等,不私拉电线,不改变、破坏房间的装饰和装修。

Party B shall normally use and take good care of the Rented House, the facilities and equipment therein. Without authorization, Party B shall not change the use of the Rented House, or use the Rented House for illegal purpose, or damage the internal structure of the Rented House, or alter the water and power pipes and lines, or damage the integrated interior decorations and facilities, or set up partitions, or pull electric wires privately, or change or destroy the interior decorations or the decorating of the house. 自房屋交接日起,甲方和房屋产权人将不承担屋内设施、装饰、装修因人为因素造成损坏的维修费用,该设施的维修费用以及更换费用由乙方承担。

After the handover date, Party A and the owner of the Rented House shall not be liable for any repair costs arising from man-made damages to the facilities, interior decorations, decorating in the Rented House. The repair costs and replacement costs of such facilities shall be borne by Party B.

乙方在居住过程中,出租房屋中的设施设备出现或者发生妨碍安全使用的损坏或故障时,应及时向甲方报修,甲方在接到报修通知后与乙方约定时间进行维修。

Party B shall promptly report to Party A for repair of any damage or failure of the facilities and equipment in the Rented House that impedes safe use during his/her residence. Party A shall agree with Party B on the repair date after the receipt of the repair notice.

维修完成后,如损坏和故障是由乙方原因造成的,维修及更换费用由乙方承担;如损坏是由于设备老化、自然损耗等原因造成的,则维修费用由甲方承担。

After the completion of repair, if the damage and failure are caused by Party B, the repair and replacement costs shall be borne by Party B; if the damage is caused by equipment aging, natural losses and other reasons, the repair cost shall be borne by Party A.

- 2、甲方有权在公示后(须提前在公寓的公共活动区域发放公告并明确告知检查日期)对出租房屋进行定期保养、维修、施工,同时有权在基于防盗、防火等其他管理上的需要(包括但不限于定期设施设备的维修检修,出租房屋所在建筑物的保养、施工、消防施工,治安安全检查工作等)在公示后进入乙方承租的房间检查,乙方须积极配合。

Party A shall have the right to carry out regular maintenance, repair and construction of the Rented House after the announcement is made (a public announcement shall be made in the public area of the apartment in advance and the inspection date shall be specified), and shall have the right to enter the Rented House leased by Party B for inspection based on anti-theft, fire prevention and other management needs (including, without limitation, regular maintenance and repair of facilities and equipment, maintenance and construction of the buildings where the Rented House are located, fire prevention and security inspection, etc.) after the announcement is made, and Party B shall actively cooperate with Party A in such inspection.

- 3、如遇紧急情况(包括但不限于出现灾情、入住人长时间无法联系、出租房屋内有异味及浓烟飘出等情况)或甲方为履行其在本合同下的承诺或义务需要进入房间或甲方需要对乙方所应负责的事项进行检查或抄表、或者甲方根据适用于该房屋或建筑物的法律、法规的要求,或根据政府或其他法定权力机关所发布的任何命令或通知的要求,或为对建筑物进行必要的维修、改建或为了行使本合同下的权力及授权需要进入该房屋,甲方有权在不征得乙方同意的情况下优先进入房间进行抢修及采取相关措施。甲方或房屋产权人对出租房屋中设施设备维修期间,乙方应积极配合,不得阻挠施工。

In case of emergency (including but not limited to occurrence of disaster, the situation where tenant can not be contacted for a long time, there is abnormal odor and smoke floating out of the Rented House, etc.)

or if Party A needs to enter the Rented House to perform its commitment or obligations hereof or Party A needs to check or read the meter for the matters that Party B is responsible for, or Party A needs to enter the Rented House according to the requirements of the laws and regulations applicable to the Rented House or the building, or according to the requirements of any order or notice issued by the government or other statutory authorities, or to make necessary maintenance or renovation of the building or for the exercise of its rights and authorization hereunder, Party A should be entitled to have the priority to enter the Rented House to do rush repairs and take related measures without the consent of Party B. During the period when Party A or the owner of the Rented House repairs the facilities and equipment in the Rented House, Party B shall provide active cooperation and shall not obstruct the construction.

- 4、乙方应及时向甲方支付各项费用,如超出约定期限未支付的,则每日须向甲方支付拖欠费用总额的 3% 作为滞纳金。Party B shall pay Party A all fees and expenses in a timely manner. Otherwise, Party B shall pay Party A 3 % of the total amount of overdue fees for each day as late fee.
- 5、乙方须保持出租房屋的环境整洁并自愿同意《入住公约》,同时不得在公共区域放置个人物品,不得在出租房屋内外饲养宠物,若因宠物方对第三方造成的人身伤害及损害的,由乙方自行承担相关责任,与甲方无关。Party B shall keep the environment clean and tidy of the Rented House and voluntarily agree to the Accommodation Convention, and shall not put personal items in the public areas. Pets are not allowed inside or outside the Rented House, In case of personal injury or damage caused to a third party by the pets, Party B shall bear the relevant responsibilities independently and hold harmless of Party A.
- 6、乙方须做好出租房屋的防火、防盗工作,严禁在出租房屋内外使用明火,不将任何非法物品及易燃易爆品带入房间内,乙方自行负责所使用房间内外的财物安全。乙方放置于室内外的物品如有破坏、遗失或被盗,甲方不承担赔偿责任,包括停放于甲方建好的停车棚内的车辆,甲方在公共区域重要位置安装摄像头,乙方要积极配合甲方调查,情节严重时做报案处理。Party B shall take proper measures to prevent fire and theft in the Rented House. Open fire is strictly prohibited inside or outside of the Rented House. Party B shall not bring any illegal or inflammable or explosive item/s into the house. Party B shall be responsible for the safety of property inside or outside of the house. In case of damage, loss or theft of objects placed by Party B indoors and outdoors, Party A shall not be liable for compensation, including the vehicles parked in the parking lot built by Party A. Camera shall be installed by Party A at important positions in the public area. Party B shall actively cooperate with Party A in investigation, or report the case to the police in serious cases.
- 7、未征得甲方之书面同意,乙方不得擅自将房间转租、转借、转让他人、与他人调换或在未向甲方报备的情况下擅自允许他人入住方;也不得以任何形式与非为本合同一方之第三人分享该房屋及其任何部分的实际占有权,无论该等人士是否为此付出了任何费用或其他酬金;并且在退房时按照入住时的《房屋交接单》办理退租检查,如有损坏,乙方须购买同款或者照价赔偿。Without the written consent of Party A, Party B shall not sublease, lend, transfer or exchange the Rented House to others, or permit others' occupancy of the Rented House without reporting to Party A; Party B shall not share the actual occupancy right of the Rented House and any part thereof with any third person other than a party hereto in any form, regardless whether such person pays any fee or other remuneration for such purpose or not; and shall complete the inspection and check for lease withdrawal based on the "Property Handover Sheet" delivered upon occupancy when checking out the Rented House. If there is any damage thereto, Party B shall buy the same models or compensate according to the price.
- 8、乙方在任何时间都不得在承租范围内制造噪音包括公共广播、电视机、收音机等,影响其他住户的正常生活、休息。Party B shall not make noise at any time in the leased area, including public broadcasting, TV, radio etc, which may affect the normal life and rest of other tenants.
- 9、出租房屋所在地关于生活垃圾分类管理的法律法规规定生活垃圾应分类投放,生活垃圾混合投放拒不改正的,主管部门可对个人处罚款等法律责任。乙方因违反出租房屋所在地关于生活垃圾分类管理的法律法规被执法部门处罚的,相应后果包括罚款等均由乙方自行承担。Laws and regulations on the classification and management of domestic waste in the place where the Rented House is located provides that domestic waste shall be discarded under categories, and in case of refusal to make correction of discarding mixed domestic waste improperly, the individual person may be imposed fines or other legal liabilities by the corresponding law enforcement department. Where Party B is punished by the corresponding law enforcement department due to violation of laws and regulations on the classification and management of domestic waste in the place where the Rented House is located, the corresponding consequences, including fines, shall be borne by Party B.
- 10、乙方必须严格遵守本合同约定及甲方公布的相关公寓管理制度及入住公约。Party B must strictly abide by this Contract and relevant apartment management system and accommodation convention announced by Party A.

## 第七条 合同解除

### Article 7 Termination of the Contract

- 1、因不可抗力,导致出租房屋或出租房屋所在建筑物损坏或造成损失的或因市政建设需要,政府决定征用出租房屋所在土地而需拆除出租房屋所在建筑物、改建的出租房屋或出租房屋产权人收回出租房屋的,乙方接到甲方终止通知后,且双方结清费

用后, 本合同解除, 双方互不承担责任。

If, due to force majeure, the Rented House or the buildings on which the Rented House is located are damaged or result in loss or subject to municipal construction needs, the government decides to expropriate the land on which the Rented House is located and therefore needs to demolish the buildings on which the Rented House is located, rebuilt the Rented House or the owner of the Rented House retakes the possession of the Rented House, this Contract shall be rescinded upon receipt of the termination notice from Party A and settlement of fees between the Parties. Neither party shall be liable to the other party.

- 2、 合同期内, 乙方有下列情形之一的甲方有权立即终止合同, 收回出租房屋, 不予退还乙方押金、预付房屋租金、公共服务配套费等费用, 以上费用不足以弥补甲方损失的, 甲方有权追偿, 同时乙方还应承担由此所造成的一切法律后果及赔偿责任。 合同自甲方向乙方发出书面通知之日起正式解除。

During the term of this Contract, if Party B commits any of the following acts, Party A shall have the right to immediately terminate this Contract, take back the Rented House and shall not refund the deposit, prepaid rent and expenses for public services. If aforesaid expenses are insufficient to offset the losses suffered by Party A, Party A shall have the right to claim against Party B, and Party B shall bear all legal consequences and indemnification liabilities arising therefrom. The contract shall be formally terminated from the date when Party A issues the written notice to Party B.

- 1) 提供虚假身份信息;

Provide false identity information;

- 2) 未经甲方同意, 擅自改变房间用途的、擅自将房间转租、转借、转让他人、与他人调换或擅自允许他人入住的;

Without the approval from Party A, change the purpose of the room, subleasing, lending, transferring or exchanging the Rented House, or allowing others to move in the room without authorization;

- 3) 违反本合同约定, 擅自改变房间内部设施和内部结构的;

Change internal facilities and structures of the room without authorization which violates the provisions of this contract;

- 4) 利用承租房间进行非法活动或损害公共利益, 造成事故的发生或对第三人造成损害及造成甲方损害或损失的;

Carry out illegal activities in the Rented House or harm the public interest and cause accidents, or cause damages or loss to the third party or Party A;

- 5) 隐瞒如精神方面等疾病, 入住后发病, 影响甲方正常经营或其他住户正常生活的;

Conceal mental diseases or other diseases that occur after residence, which affects the normal operation of Party A or the normal life of other residents;

- 6) 有涉嫌触犯法律的行为或被公安机关及其他司法机关控制或被要求协助调查;

Party B is suspected of violating laws or is controlled by public security authorities and other judicial authorities or is required to assist in the investigation.

- 7) 无理取闹对甲方及他人造成恶劣影响的;

Party A and others are seriously affected by the unreasonable conducts of Party B;

- 8) 私自饲养宠物, 经甲方警告一次后仍拒不改正的;

Raiseing pets without permission and refuses to correct after being warned once by Party A;

- 9) 无故拖欠房屋租金、公共服务配套费、水电费超过 10 日的;

Party B delays the payment of the rent, public service fees or utilities fee for more than 10 days without reasons;

- 10) 邻居投诉气味、噪音扰民的;

The neighbors complain about the smell and noise;

- 11) 其他违反本合同目的及违反门店《入住公约》, 或不履行、不完全履行本合同约定义务的;

Other violations of the purpose of this Contract and the "Accommodation Convention" of stores, or failure to perform or incomplete performance of the obligations under this Contract.

乙方若因上述原因导致本合同解除的, 乙方应于甲方发出书面解除合同通知书之日搬离出租房屋。若乙方未能按照约定搬离出租房屋的, 甲方有权进入出租房屋, 并将乙方的个人物品予以封存, 超出3日乙方未领取的, 甲方视为乙方放弃个人物品的所有权, 甲方有权自行处置。如因乙方逾期未搬离出租房屋、逾期未到甲方处领取个人物品而造成的个人物品的损毁、遗失等甲方概不负责。

If this Contract is terminated due to the above reasons, Party B shall move out of the Rented House on the date on which Party A issues the written notice on termination of this Contract. If Party B fails to move out of the Rented House as agreed, Party A shall have the right to enter into the Rented House and seal up Party B's personal items for safekeeping. If Party B fails to collect the personal items within 3 days, Party A will deem that Party B waives the ownership of his/her personal items and Party A has the right to dispose of the personal items on its own discretion. Party A shall not be liable for any damage or loss of personal items caused by the fact that Party B fails to move out of the Rented House or pick up the personal items at the house within the prescribed time limit.

**第八条** 因乙方的作为或不作为对甲方或第三人造成人身损害或财产损失的, 应由乙方承担全部责任。如第三人向甲方主张损害赔偿的, 则乙方应全额赔偿甲方由此产生的所有损失 (包括赔偿甲方因处理该等第三人索赔主张而支出的所有费用, 如律师费、诉讼费等)。

Article 8 Party B shall assume full responsibility for personal injury or property losses caused to Party A or a third party due to Party B' s acts or omissions. If the third-party claims damages against Party A, Party B shall indemnify Party A in full for all losses arising therefrom (including indemnification for all expenses incurred by Party A in handling such third party' s claims, such as attorney fees and litigation costs).

第九条 对于乙方或乙方的任何雇员、独立承包商、代理人、同住人、客人或经其授权之任何人、宠物等直接或间接地对该房屋、建筑物及其中的所有及任何财产所造成的任何损失及损坏（包括逾期收益等）、因其故意或过失对公寓内之任何人士之人身财产所造成的损害负全部责任；同时，乙方亦应对因其所有或受其管理、控制的物品引起的人身伤害或财产损失负全部责任。

Article 9 Article 9 Party B shall take the full responsibility for any loss and damage (including but not limited to the overdue proceeds) caused, directly or indirectly, to the Rented House and building, all and any property therein, by Party B or any of its employee(s), independent contractor(s), agent(s), cohabitant(s), guest(s) of Party B or any person authorized by Party B, pets of Party B, for the personal property damage caused to any person within the Rented House by Party B' s intention or negligence; meanwhile, Party B shall also take the full responsibility for the personal injury or property loss caused by the objects owned by it or managed or controlled by it.

## 第十条 免责声明

### Article 10 Disclaimer

1、 甲方无须对乙方或乙方所授权的任何人士、来访者或经许可进入或使用该房屋、建筑物或其任何部分的其他人的行为负责。Party A shall be held harmless and free of any liability for the acts of Party B or any person authorized by Party B, or the acts of visitors or other persons who have permission to enter or use the Rented House, the building or any part thereof.

2、 甲方无须就下列事件向乙方或其所指定的人士承担任何责任：

Party A shall not be liable to Party B or its designee(s) for the following events:

(1) 乙方可自行购买火灾、水灾、盗窃、抢劫等财产和人身意外保险或请甲方代为投保（保费由乙方自行承担）。

Party B can buy property and personal accident insurance for fire, flood, theft, robbery and others on its own or ask Party A to buy insurance on its behalf (at the cost of Party B);

(2) 非因甲方故意而发生于该房屋内或建筑物或其任何部分的任何危险、伤害或生命财产的损失。

Any danger, injury or loss of life and property within the Rented House or in the building or any part thereof not attributable to the intention of Party A.

(3) 因该房屋或建筑物内的其他客户、独立承包商、任何人员或在建筑物内的其他单位中发生的任何事件而引起的任何人身或财产的损失或损害。

Any personal or property loss and damage resulting from any incident caused by other customer(s), independent contractor(s), any person or other units in the building or in the Rented House.

(4) 乙方不得在该房屋中进行任何违法活动，由此造成的不利后果由乙方自行承担，与甲方无关。

Party B shall not conduct any illegal activities in the Rented House, and the adverse consequences caused thereby shall be borne by Party B and shall be irrelevant to Party A.

(5) 如遇不可抗力或政府拆迁、征收或征用等原因导致房间无法继续提供使用的，甲方有权提前解除本合同而无需向乙方承担违约或赔偿责任。

If the Rented House cannot be available for use due to force majeure or government relocation, requisition or expropriation, Party A shall have the right to early rescind this Contract without having to bear any liability for breach of contract or compensation to Party B.

第十一条 甲方有权随时根据市场的供求状况、淡旺季等因素，自由制定和调整本店所有房源的价格。但在本合同期限内，甲方不可据此要求提高乙方的月租金标准；同样地，乙方也不可以据此要求甲方降低月租金标准，或要求其它形式的补偿。

Article 11 Party A shall have the right to set and adjust the prices of all the rooms of the store based on the market supply and demand and off-peak seasons freely. However, during the Term hereof, Party A may not request to increase the monthly rent standard based on such facts; likewise, Party B may not request Party A to decrease the monthly rent standard or claim for other compensations.

## 第十二条 不可抗力Article

### 12 Force Majeure



- 1、 如果一方由于如地震、台风、风暴、火灾、战争、叛乱或其他不可抗力之原因而无法履行本合同，受上述不可抗力影响的一方应在十五日内以传真、电子邮件或其他方式通知另一方，并提供有关此不可抗力之详细情况及可接受之证明以及本合同的全部或部分无法履行或迟延履行系因该不可抗力影响之证明。
- Should either Party unable to perform this Contract due to force majeure event, such as earthquake, typhoon, storm, fire, war, insurrection or other causes, the affected party shall notify the other party by fax, email or other means within 15 days and provide detailed information of such force majeure and an acceptable certificate proving that total or partial performance of this Contract is prevented or delayed by the effect of such force majeure.
- 2、 假如受此不可抗力影响之一方能够获得并提供当地公证机关出具的不可抗力之证明，其在不可抗力影响范围内之违约责任可被免除。
- In the event that the affected party can obtain and provide the certificate of force majeure issued by the local notary office, his or her liabilities for breach of contract within the scope of force majeure will be exempted.
- 3、 在合同期限内，如该房屋或其任何部分因火灾或其他甲方无法控制的原因遭到损坏或毁坏而使该房屋不适于居住或使用的（除非该等损坏或毁坏是由乙方、乙方的雇工、访客或代理的行为、疏忽或违约而引起的），则合同中的应付租金，应根据损坏的性质及程度，公正、公平、按比例地减少，直到该房屋重新适合居住及使用为止。如在发生该等损坏或毁坏之日起六十（60）天后，甲方不能维修和修复该房屋使之重新适合居住及使用的，任何一方均可提前3天给对方书面通知以终止本合同。于此情况下，任何一方均不因本合同的终止而承担责任或赔偿，但任何一方就另一方在本合同终止前对本合同的违约而应享有的权利或救济不受影响。
- If, during the term of this Contract, the Rented House or any part thereof is damaged or destroyed by fire or by other causes beyond the control of Party A which makes the Rented House unfit for habitation or use (other than such damage or destruction which is occasioned by any act, neglect, or default of Party B, Party B's servant(s), visitor(s) or agent(s)), the rent due under this Contract shall be reduced, as to the nature and extent of such damage, in such proportion as is just and equitable until the Rented House is fit for habitation and use again. If after sixty (60) days from the date of the occurrence of such damage or destruction, Party A is unable to repair or restore the Rented House to a suitable state for habitation and use, either party shall have the right to terminate this Contract by giving a three-day prior written notice to the other party. In such event, neither party shall be liable or indemnified for the termination of this Contract, but the rights or remedies of either party with respect to any breach of this Contract by the other party prior to the termination shall not be affected.

**第十三条** 本合同自乙方完成首期费用（包括但不限于房屋租金、押金、服务费）的支付操作后生效。本合同适用中国法。与本合同相关的争议由甲方所在地人民法院诉讼解决。如有未尽事宜或对任何本合同条款、内容进行修改的，双方须另行签订补充协议，并经双方签字盖章后正式生效。

Article 13 This Contract shall become effective after Party B completes the payment of the first installment of the expenses (including but not limited to rent, deposit and service charge) for the Rented House. This Contract shall be governed by the PRC Laws. Disputes related to this Contract shall be resolved through litigation by the People's Court in the place where Party A is located. If there is any matter not covered by this Contract or any modification to the terms and contents hereof, the Parties shall separately enter into a supplementary agreement, which shall take effect after being signed and sealed by the Parties.

**第十四条** 本合同由中文和英文写成，若中英文不一致的，以中文版本为准。

Article 14 This Contract is written both in Chinese and English. The Chinese version shall prevail in case of any discrepancy between the Chinese version and the English version.

**第十五条** 如您通过银行汇款方式向我方支付各项费用，我方收款账户如下：

Article 15 If you pay our fees by bank transfer, our company's bank account will be as follows:

开户行Bank: 中国工商银行

账号Account Number: 4000024109200326216

账户名Account Name: 深圳城家公寓酒店管理有限公司海乐分公司

**第十六条** 如您通过快捷支付方式（包括微信、支付宝、云闪付等）向我方支付各项费用的，请注意收款方账户信息，如该收款账户非我方公司对公账户的，请及时联系我方公司，我方公司可以协助您追索已支付的款项。如有员工要求或暗示您向其个人银

行、支付宝、微信等收款账户支付费用的，您可将举报内容发送至我方内控举报邮箱。

Article 16 If you pay various expenses to us by quick and convenient payment (including WeChat, Alipay, Unionpay, etc.), please pay attention to the account information of the payee. If such an account is not our company's official account, please contact our company in a timely manner, and our company may assist you in recovering the amounts paid. If an employee requests or implies that you will pay fees to his or her individual bank accounts, such as Alipay accounts, WeChat accounts, you may immediately send the contents of the report to our email address for internal control report :

客服中心电话 Call Center Tel	4006 565 565	内控举报邮箱 Internal Control Report email	jubao@cjia.com
<p>甲方盖章: Party A's stamp:</p> <p>深圳城家公寓酒店管理有限公司海乐分公司</p>  <p>2021年 6月 07日</p> <p>Date:2021-06-07</p>		<p>本人已阅读并同意以上条款，乙方签字: I have read and agree to the terms and conditions above and Party B's signature:</p> <p>2021年 6月 07日</p> <p>Date:2021-06-07</p>	
<p>尊敬的住户: Dear Customers:</p> <p>为保证您的合法权益，我方在此郑重声明，如有员工要求或暗示您向其个人银行、支付宝、微信等账户支付任何款项（包括但不限于押金、租金、水电费等）的，请不要支付且请将举报内容发送至我方内控举报邮箱，否则由此造成的损失与我方无关，我方将不承担任何责任。</p> <p>To guarantee your legitimate rights and interests, we hereby solemnly state that if any employee requests or implies that you will make any payment (including, without limitation, deposit, rent, utilities and others) to his or her individual bank accounts, Alipay accounts, WeChat accounts and other accounts, please do not make the payment, report to us immediately and send the contents of the report to our email address for internal control report. Otherwise, any losses arising therefrom will not be relevant to us and we will not be liable at all.</p>			

编号: 1400769208444973057

No. :1400769208444973057

本合同附件包括如下，与本合同具有同等法律效力:

The Appendixes of this Contract are as follows and shall have equal legal effect with the Contract:

附件1: 入住公约

Appendix 1: Accommodation Convention

入住公约  
Accommodation Convention

欢迎您入住城家公寓！为了共同营造一个文明、安全、优质的居住环境，请您遵守以下的入住公约：

Welcome to Chengjia Apartment! In order to create a civilized, safe and high-quality living environment, please abide by the following accommodation convention

## 一、公区公约

### 1. Convention on Public Areas

社区活动：欢迎您带朋友过来玩及举办 Party，如需使用公区举办活动，需提前一周和我们的管家预约；同时请勿聚众赌博、打架斗殴、抽烟及破坏公物。

Community Activities: You are welcome to bring your friends to play and organize a Party. If you need to use the public area, you should make an appointment with our housekeeper one week in advance. Do not gather for gambling, fighting, smoking and vandalism.

公共厨房：开放时间为 6:00-22:00，用完灶台请及时清洁整理干净；如果您有物品放在公区冰箱里，需要每周清理一次。同时，为了保证大家的食品安全，我们也会每月统一清理。

Public kitchens: open from 6: 00-22: 00, please clean and tidy up after using the stove; if you have something in the public refrigerator, you need to clean it once a week. At the same time, in order to ensure everyone's food safety, we will do unified monthly cleaning. Public kitchens: open from 6: 00-22: 00, please clean and tidy up after using the stove; if you have something in the public refrigerator, you need to clean it once a week. At the same time, in order to ensure everyone's food safety, we will do unified monthly cleaning.

公区洗衣房：烘干机使用前记得检查过滤网，使用后请及时清洁过滤网。

Public Laundry rooms: Remember to check the filter before using the laundry dryer. Clean the filter in time after use.

垃圾清理：请勿将垃圾、个人杂物堆放在客厅、阳台、楼道等公共区域，及时带到指定的垃圾房中。

Garbage cleaning: please do not pile garbage, personal debris in the living room, balcony, corridor and other public areas, please take to the designated garbage room in time.

快递和外卖：为了保证大家的居住安全，所有的快递和外卖都无法送到楼上，需要您到前台指定区域领取。

Delivery and take-away: In order to ensure the safety of everyone's living, all the delivery and take-away can not be delivered upstairs, you need to pick up at the designated area of the front desk.

## 二、邻里公约

### 2. Neighborhood Convention

保持安静：过道及房间内请不要高音播放视频、音乐、大声喧哗，影响我们大家的工作和休息。

Keep quiet: please don't play video or music loudly in the corridor or in the room or make noises that may affect our work and rest.

宠物管理：公寓内请勿饲养宠物，如果入住期间或离店时发现饲养宠物，将扣除全额押金，并按照合同约定进行清退。

Management of Pets: No pets are allowed to be kept in the apartment. If pets are found in the apartment during the accommodation or at the time of check-out, the full amount of deposit shall be deducted, and the contract shall be terminated in accordance with the agreement set forth in the contract.

## 三、费用公约

### 3. Fee Convention

房租费用：账单生成后当日完成支付，在账单开始日00:00还未支付，会造成房间门锁无法正常开启，以及每日产生账单费用的 3% 违约金需要您支付。超过 10 天一直未付款，将会面临合同解除，请记得及时支付。

Rent: the bills are generated and shall be paid on the same day. If the rent is not paid within 00: 00 of the bills' commencement date, the room locks cannot be opened normally and you need to pay liquidated damages at the rate of 3 % of the invoice costs incurred each day. If the payment is not made for more than 10 days, the contract will be terminated, please remember to pay in time.

水电费用：在合同期内，每月生成水电账单，请在收到账单通知之日起 10 日内完成水电支付，如未及时缴纳，会造成房间门锁无法正常开启，以及每日产生账单费用的 3%违约金需要您支付。超过 30 天一直未付款，将会面临合同解除，请记得及时支付。

Utilities: during the term of the contract, the water and electricity bills will be generated each month. Please pay the utilities bills within 10 days from the date of receiving the bill notice. If you fail to pay the bill in time, the lock of the room will not be opened normally, and you need to pay liquidated damages at the rate of 3 % of the daily bill fees. Delay in payment beyond 30 days may result in termination of the contract. Please remember to pay in time.

赔偿/清洁费用：我们在您入住当天会和您当面进行房间的物品和卫生交接，并由您确认，退租时物品因非正常使用造成损坏或者遗失，需照价赔偿；房间卫生情况需原样返还的标准(1. 墙面无污渍；2 地面、台面无垃圾杂物；3 厨房无油渍；4 卫生间无污渍；5 家具无污渍；6 不锈钢五金件无污渍)；如无法做到原样返还，则需支付清洁费 300 元。

Compensation/Cleaning Expenses: we will hand over the articles and hygiene conditions of the room/s at your presence on the day of your arrival and you will confirm the hand-over. If any article is damaged or lost due to abnormal use when you check out, compensation shall be made according to the price; the hygiene conditions of the room/s must be returned in the same standard (1 no stain on the wall; 2) no garbage and sundries on the floor and desktop; 3 no oil stain in the kitchen; 4 no stain in the toilet room; 5 no stain on the furnitures; 6 no stain on the stainless steel hardwares); if cannot be returned as its original status, it is required to pay the cleaning expense in the amount of RMB300.

费用支付：为了保证您入住期间相关权益和良好的居住体验，我们建议您通过城家官方 APP 支付相关费用，随时随地，安全放心；同时我们禁止门店工作人员使用个人账户（包括工作手机）收取任何费用，如有此情况欢迎举报至 jubao@cjia.com 邮箱。

Payment of the Fees: To guarantee your rights and interests and a good residence experience during your stay, we recommend that you pay relevant fees through Chengjia official APP and feel at ease and safe at any time; meanwhile, we prohibit the staff of stores from using their personal accounts (including working mobile phones) to charge and collect any fees. If such circumstance occurs, please report to jubao@cjia.com.

## 四、安全公约

### 4. Safety Convention

入住登记要求：按照治安管理条例，必须一客一登记。

Check-in Registration requirements: in accordance with the public security management regulations, the registration must be made for each guest.

注意防盗：出入公寓随手关门，注意保管个人门锁密码及公寓门禁密码。

Guard against theft: Close the door when entering and leaving the apartment, keep the personal lock password and the apartment entrance password.

注意防火：公寓内禁止使用煤油炉、酒精炉、液化器灶等可能引起火灾的器具；禁止在公寓楼内焚烧杂物；禁止在公寓内存放易燃、易爆等危险物品。

Attention to fire prevention: In the apartment it is strictly prohibited the use of kerosene stove, alcohol stove, liquefier stove or other appliances that may cause fire; No burning of sundries in apartment buildings; and it is prohibited to store inflammable, explosive and other dangerous goods in the apartment.

注意防水：请勿造成烟雾过大；请勿在喷淋悬挂衣物，房间装有消防器材烟感和喷淋，小心喷水。

Attention to water: Do not cause excessive smoke; Do not hang clothes on sprinkler, the room is equipped with firefighting equipment that detects smoke and sprays, be careful to spray water.

注意防电：注意不可用潮湿的手触碰电器，防止触电。

Attention to electricity protection: Do not touch the electric appliance with the wet hand, to prevent electric shock.