

## 融资租赁三方合同

### CONTRACTS FOR FINANCIAL LEASE

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Contract No.: 合同编号：

Date: 签约日期：

Place: 签约地点：

□

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Lessor: 出租人：

Lessee: 承租人：

Seller: 出售方：

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Three parties hereby enter this Contract through discussion according to the national related regulation.

三方当事人根据国家有关规定，经协商订立本合同。

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## 1. The Leased Subject (Leased Property)

租赁标的（租赁财产）

Three parties agree, Lessor supplies money to buy \_\_\_ which is in good condition from the Seller, Lessee agrees to rent it according to the clauses specified in this agreement.

三方同意，出租人提供资金向卖方购买条件良好的\_\_\_，承租人同意按照本协议规定的条款进行租赁。

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## 2. Purpose of the Subject

租赁物使用目的

The parties hereby confirm that the purpose of the \_\_\_ shall be in accordance with the laws and regulations. Lessee shall not use the \_\_\_ for other purposes; otherwise Lessor has the right to release the Agreement early and shall have no obligations to return the deposit.

各在此确认，\_\_\_\_的用途应符合法律法规的规定。承租人不得将\_\_\_\_用于其他目的，否则出租人有权提前解除协议，并无义务退还押金。

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## 3. Term of the Tenancy 租赁期限

The lease term will be from \_\_\_ to \_\_\_. Lessor will buy the subject from the Seller and provide it to Lessee for use before \_\_\_ .

租期将从\_\_\_开始至\_\_\_结束。出租人将向卖方购买标的物，并在\_\_\_日前提供给承租人使用。

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Lessee may present a written application for extension of the term of the tenancy three months before the expiry of this Agreement. Terms and conditions including the amount of rent shall be negotiated before extending the Lease Agreement. If the parties could not sign the extension agreement one month before the expiry of this Agreement, Lessor has the right to lease the subject to other parties after the expiry of this Agreement.

承租人可在本协议到期前三个月提出延长租期的书面申请。在延长租赁协议前，应就包括租金数额在内的条款和条件进行协商。如果双方在本协议到期前一个月未能签署延期协议，出租人有权在本协议到期后将该标的物出租给其他方。

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#### 4. Rental 租赁费用

The rent under a financial lease contract shall be determined according to the major part or whole of the cost for purchasing the leased property and reasonable profits of the Lessor, except as otherwise agreed upon by the parties.

融资租赁合同项下的租金应根据购买租赁物的主要部分或全部费用和出租人的合理利润确定，但当事人另有约定的除外。

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(1) Amount: the rental will be USD \_\_\_\_ per month. Lessee will pay the rental to Lessor in the form of \_\_\_\_.

(1) 金额：租金为每月 \_\_\_\_ 美元。承租人将以 \_\_\_\_ 的方式向出租人支付租金。

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(2) Payment of rental will be one installment every month. The first installment will be paid before \_\_\_\_\_. Each successive installment will be paid \_\_\_\_\_ each month. The remittance fee will be borne by the remitter. Lessor will issue a written receipt after receiving the payment.

(2) 租金的支付为每月一次的分期付款。第一期付款将在 \_\_\_\_。每一期都将在每个月的\_\_\_\_。汇款费用将由汇款人承担。出租人在收到付款后将出具书面收据。

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(3) In case the rental is more than 10 days overdue, Party B will pay 0.5 percent of monthly rental as overdue fine every day, if the rental be paid 15 days overdue, Lessee will be deemed to have breached the contract. In this situation, Lessor has the right to take back the subject and take actions

against Lessee' s breach.

(3) 如果逾期10天以上，乙方每天支付月租金的0.5%作为逾期罚款，如果逾期15天，视为承租人违约。在这种情况下，出租方有权收回标的物，并对承租方的违约行为采取相应措施。

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## 5. Deposit 保证金

Lessee shall pay the deposit of performing the Agreement which amounts to the rent of months on the signature date of this Agreement.

承租人应支付履约保证金，其金额为本协议签署之日的月租金。

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Lessor shall provide the receipt of the deposit in two days after receiving the deposit. In case Lessee breaches this contract, Lessor has the right to deduct the default fine, and compensation for damage or any other expenses from the deposit. In case the deposit is not sufficient to cover such items, Lessee should pay the insufficiency within 10 days after receiving the written notice of payment from Lessor.

出租方应在收到押金后两天内提供押金收据。如果承租人违反本合同，出租人有权从押金中扣除违约金、损失赔偿金或任何其他费用。如果押金不足以支付这些费用，承租方应在收到出租方的书面付款通知后10天内支付不足部分。

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## 6. Rights and Responsibilities of Lessor

### 出租方的权利和义务

(1) With regard to the sales contract concluded by the Lessor based on the Lessees' choice of the Seller and the leased property, shall not be modified in respect of the contents of the contract relating to the Lessee without the con-sent of the Lessee.

(1) 对于出租人根据承租人对卖方和租赁物的选择而签订的销售合同，未经承租人同意，不得对合同中与承租人有关的内容进行修改。

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(2) Lessor is not permitted to take back the subject during the term of the Agreement without good reason. If Lessor wishes to do so, Lessee has the right to object.

(2)出租人在协议期内不得无正当理由收回标的。如果出租人拟收回，承租人有权提出反对。

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(3) The Lessor shall be entitled to the ownership of the leased property. In case of bankruptcy of the Lessee, the leased property does not belong to the bankrupt property.

(3) 出租人有权获得租赁财产的所有权。在承租人破产的情况下，租赁物不属于破产财产。

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(4) Where the leased property does not conform to the terms of the contract or the purpose of its use, the Lessor shall not bear any liability, except that the Lessee decides on the choice of the leased property depending on the skills of the Lessor or the Lessor interferes with the choice of the leased property.

(4) 如果租赁物不符合合同条款或使用目的，出租人不承担任何责任，但承租人根据出租人的技能决定租赁物的选择或出租人干预租赁物的选择除外。

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(5) Where the leased property causes personal injury or property damage to a third party during the period wherein the Lessee possesses the leased property, the Lessor does not bear liability.

(5) 在承租人占有租赁物期间，租赁物对第三方造成人身伤害或财产损失的，出租

人不承担赔偿责任。

□

## 7. Obligations of the Seller 销售方的义务

(1) The seller shall deliver the object to the Lessee according to the terms of the contract,

(1) 卖方应根据合同条款向承租方交付租赁物。

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(2) In case the subject and attached facilities are damaged by quality problems, natural damages or disasters, the Seller will be responsible to repair and pay the relevant expenses.

(2)如果标的物及附属设施因质量问题、自然损害或灾难而受损，卖方将负责修复并支付相关费用。

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## 8. Rights and Obligations of the Lessee

### 租赁方的权利和义务

(1) The Lessee shall enjoy the rights of a buyer relating to the received object.

(1) 承租人应享有与所接收的物品有关的买方权利。

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(2) The Lessor, Seller and Lessee may agree that, where the seller fails to perform the sales contract, the Lessee shall exercise the right to claims. Where the Lessee exercises the right, the Lessor shall provide assistance.

(2) 出租人、出卖人和承租人约定，如果出卖人不履行销售合同下，将由承租人行使索赔权利。承租人行使该权利时，出租人应提供协助。

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(3) The Lessor shall insure the Lessee' s possession and use of the leased property.

(3) 出租人应为承租人对租赁物的占有和使用提供保险。

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(4) The Lessee shall keep the leased property in a proper storage and use it properly.

The Lessee shall perform the obligation for maintenance of the leased property during the period wherein the Lessee possesses the leased property.

(4)承租人应将租赁物妥善保管，并妥善使用。

在承租人占有租赁物期间，应履行对租赁物的维护义务。

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## 9. Force Majeure 不可抗力

Should either of the parties to the Contract be prevented from executing the Contract by force majeure, such as earthquake, typhoon, flood, fire and war and other unforeseen events, and their happening and consequences are unpreventable and unavoidable, the prevented party shall notify the other party by cable without any delay, and within 15 days thereafter provide the detailed information of the events and a valid document for evidence issued by the relevant public notary organization for explaining the reason of its in-ability to execute or delay the execution of all or part of the contract. Both parties shall, through consultations, decide whether to terminate the Contract or to exempt the part of obligations for implementation of the Contract or whether to delay the execution of the Contract according to the effects of the events on the performance of the Contract.

如果合同任何一方因不可抗力，如地震、台风、水灾、火灾、战争等不可预见的事



件而无法执行合同，且其发生和后果是不可预防和避免的，被阻止的一方应立即用电报通知对方，并在此后15天内提供事件的详细资料和有关公证机构出具的有效证明文件，说明其无法执行或推迟执行全部或部分合同的原因。双方应通过协商，根据事件对合同履行的影响，决定是否终止合同或免除执行合同的部分义务，或是否推迟合同的执行。

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## 10. Applicable Law and Settlement of Disputes 适用法律和纠纷解决

The formation of this contract, its validity, interpretation, execution and settlement of disputes shall be governed by the laws of the People' s Republic of China.

本合同的订立、有效性、解释、执行和争议的解决应受中华人民共和国法律的约束

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□

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission for arbitration 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 and the applicable law is the material law of P.R.C.

由本合同引起的或与本合同有关的任何争议应提交中国国际经济贸易仲裁委员会，按照申请仲裁时有效的委员会仲裁规则进行仲裁。仲裁裁决是最终的，对双方都有约束力，适用的法律是中华人民共和国的实体法。

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Notwithstanding any reference to arbitration, both Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed.

During the arbitration, the Contract shall be executed continually by both parties except for matters in disputes.

尽管有任何仲裁，除非另有约定，双方应继续履行各自在合同中的义务。

在仲裁期间，除有争议的事项外，双方应继续执行本合同。

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## 11. Language 文本

The Contract shall be written in Chinese version and in \_\_\_\_\_ version. Both languages are equally authentic. In the event of any discrepancy between the two aforementioned versions, the Chinese version shall prevail.

本合同应以中文和 \_\_\_\_ 文字书写。两种语言具有同等效力。如果上述两个版本之间出现任何差异，应以中文版本为准。

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## 12. Other Articles 其他约定

(1) A financial lease contract shall be in written form.

(1) 融资租赁合同应采用书面形式。

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(2) Where the parties agree in the contract that the leased property shall belong to the Lessee at the expiry of the lease term, the Lessee has paid the majority of the rent but is unable to pay the remaining rent, and the Lessor rescinds the contract for this reason and takes back the leased property, the Lessee may request the Lessor to return a certain part if the value of the leased property taken back exceeds the rent and other expenses which the Lessee owes to the Lessor.

(2) 如果双方在合同中约定租赁期满后租赁物归承租人所有，承租人已支付大部分租金但无力支付剩余租金，出租人以此为由解除合同并收回租赁物的，如果收回的租赁物价值超过承租人欠出租人的租金和其他费用，承租人可以要求出租人归还一定的部分。

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(3) The Lessor and Lessee may agree upon the attribution of the leased property at the expiry of the lease term. Where there is no agreement in the Contract as to the attribution of the leased property or such agreement is unclear, nor can it be determined according to the provisions of Article 61 of the Contract Law, the ownership of the leased property shall belong to the Lessor.

(3) 出租人和承租人可以在租赁期满后约定租赁物的归属。如果合同中对租赁物的归属没有约定，或者约定不明确，也无法根据《合同法》第61条的规定确定，则租赁物的所有权属于出租人。

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Lessor (Signature):

出租人（签署）：

Lessee (Signature):

承租人（签署）：

□

Seller (Signature):

卖方（签署）：

□

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