

No.

物業臨時租賃合約

PROVISIONAL AGREEMENT FOR TENANCY

此合約訂於 _____
This AGREEMENT is made on _____ BETWEEN
業主 合約第一方為 _____ 持有香港身份證/
Landlord the first party _____ (holder of Hong Kong Identity Card No./
商業登記証號碼 _____ 地址在 _____
Business Registration No. _____) of _____
以下稱"業主"
(hereinafter called "the Landlord"); and

租方 合約第二方為 _____ 持有香港身份證/
Tenant the second party _____ (holder of Hong Kong Identity Card No./
商業登記証號碼 _____ 地址在 _____
Business Registration No. _____) of _____
以下稱"租方"
(hereinafter called "the Tenant"); and

代理 合約第三方為 重量行物業代理有限公司
Agent the third party C & L Property Agency Company Limited
持有商業登記証號碼 _____ 及持有地產代理(公司)牌照號碼: C-054539-A000
holder of Business Registration No. _____ and holder of Estate Agent (Company) Licence No. C-054539-A000
註冊地址在 香港九龍紅磡馬頭圍道37號紅磡商業中心B座7樓1A室
of Room A, Unit 1, 7/F, Tower B, Hung Hom Commercial Centre, 37-39 Ma Tau Wai Road, Kowloon (hereinafter called "the Agent")

合約三方茲同意條款如下: -

NOW IT IS HEREBY AGREED as follows:-

(1.) 根據下述條款，業主同意出租而租方同意租入下述物業。

The Landlord agrees to let and the Tenant agrees to take the premises hereinafter mentioned on the following terms and conditions.

(2.) 物業地址

Address of Premises: _____

(3.) 每月租金 港幣\$ _____

Monthly Rental: HK\$ _____

(*不包括 / 包括地租，差餉及管理費)，以上期形式每月支付

(*Exclusive / Inclusive of Government Rent, Rates and Management Fee), payable monthly in advance.

(4.) 按金 港幣\$ _____

Deposit: HK\$ _____

於簽署正式租約時或以前支付。上述按金業主將於租約終止時無息退還予租方。

To be paid on or before signing of the formal tenancy agreement. The deposit shall be refunded to the Tenant by the Landlords without interest on expiration of the tenancy.

(5.) 初步訂金 港幣\$ _____

Initial Deposit: HK\$ _____

於簽署本合約時支付予業主，而此初步訂金將作為按金之部份款項。

To be paid to the Landlord upon signing of this agreement, and it shall be applied as part of deposit.

(6.) 租期由 _____ 至 _____

Term of Tenancy: From _____ to _____

(7.) 退租權 儘管與前文不符，業主 / 租客 / 任何一方可給予業主 / 租客 / 另一方不少於 _____ 個月的書面通知或 _____ 個月租金作代通知金提早解除租約; 唯該書面通知書不得早於由租期起計之 [_____] 個月內發出。

Not with standing anything to the contrary hereinbefore contained, the Landlord/Tenant/either party shall be entitled to terminate this Agreement earlier than as herein provided by serving not less than _____ months' written notice or by paying _____ months' Rent in lieu to the Landlord / Tenant / other party provided that the said written notice shall not be served before the expiration of the [_____] months' of the Term of Tenancy.

(8.) 於 _____ 或之前，業主須將該物業交吉予租方。

On or before _____, the Landlord shall deliver vacant possession of the said premises to the Tenant.

(9.) 該物業除作為 _____ 用途外，不得用作其他用途。

The said premises shall not be used for any purpose other than for _____ purpose.

(10.) 租方在租期內不得將該物業或任何部份轉讓或分租或將其使用權交予他人。

The Tenant shall not assign or sublet or part with possession of the said premises or any part thereof during the term of tenancy.

(11.) 交吉前有關該物業之雜費（包括水、電及煤氣費、管理費、差餉及地租）由業主負擔。

Before delivery of vacant possession, all expenses of the said premises (including water, electricity and gas charge, management fee, rates and Government Rent) shall be paid by the Landlord.

(12.) 於 _____ 或之前，雙方須於 _____ 律師樓簽署正式租賃合同。

On or before _____, both parties shall sign the Tenancy Agreement at _____ Solicitor's Office.

(13.) 雙方須各自負責其律師費而正式租約的釐印費由雙方各半負擔。

Each party shall pay its own legal costs but the stamp duty payable on the formal tenancy agreement shall be borne by both parties in equal shares.

(14.) 如租方未能履行本合約之條款租入該物業，業主除將租方已付之初步訂金沒收外，並有權將物業出租予他人，惟業主不可再為此向租方追究任何賠償或特定履行。

Should the Tenant fail to take up the tenancy of the said premises in the manner herein contained, the initial deposit shall be forfeited to the Landlord and the Landlord shall then be entitled at his absolute discretion to let the said premises to anyone he thinks fit and the Landlord shall not take further action to claim the Tenant for damages or to enforce specific performance.

(15.) 如業主在收取初步訂金後，不依本合約條款將該物業租予租方；業主除需即時退還租方所付之初步訂金全數外，並需賠償一筆同等於該初步訂金數目之金額與租方。惟租方不得再向業主追究任何賠償或特定履行。

Should the Landlord after receiving the initial deposit paid hereunder fail to let the said premises to the Tenant in the manner herein contained, the Landlord shall immediately refund the initial deposit to the Tenant and shall compensate the Tenant with a sum equivalent to the initial deposit and the Tenant shall not take further action to claim the Landlord for damages or to enforce specific performance.

(16.) 基於代理在促成該物業租賃中提供之服務，代理有權向業主收取港幣\$ _____ 並向租方收取港幣\$ _____ 作為佣金，該等佣金不得遲於 _____ 繳付。

In consideration of the service rendered by the Agent, the Agent shall be entitled to receive HK\$ _____ from the Landlord and HK\$ _____ from the Tenant as commission. Such commission shall be paid not later than _____.

(17.) 無論在任何情況下，若業主或租方未能履行本約之條款出租或租入該物業，則悔約的一方須即時付予代理港幣\$ _____ 作為賠償代理。

If in any case either the Landlord or the Tenant fails to let or take up the Tenancy of the said premises in the manner herein contained, the defaulting party shall compensate at once the Agent HK\$ _____ as agreed damages.

(18.) 如業主及租客在簽署本合約後未得代理書面同意下達成協議取消本合約所涉及的交易，業主及租客雙方將需在交易取消時即時各自負責支付代理根據本合約第十六條各自所負責的傭金及費用。

In the event that the Landlord and the Tenant shall after the signing of this Agreement agree to cancel the transaction under this Agreement without the prior written consent of the Agent, each of the Landlord and the Tenant shall upon cancellation of the transaction forthwith be liable to pay the Agent the commission and fees payable by them under clause 16 of this Agreement.

(19.) 茲聲明本合約之代理為買賣雙方代理 / 只是業主代理 / 只是租方代理。

It is hereby declared that the Agent is the Agent for both the Landlord and the Tenant / for the Landlord only / for the Tenant only.

(20.) 此合約在釋義上如有爭議，將以中 / 英文本為準。

In case of any dispute on the interpretation of this agreement, the Chinese / English version shall prevail.

(21.) 此合約取代三方過往所有談判聲稱及協議。

This agreement supersedes all prior negotiations, representation understanding and agreements of the parties hereto.

(22.) 備註: _____

Remarks: _____

業主簽署接受 Signed by the Landlord	代理簽署接受 Signed by the Agent	租方簽署接受 Signed by the Tenant
簽署人姓名 Name of Signator(ies)	代理姓名 Name of Agent	簽署人姓名 Name of Signator(ies)
身份証號碼 I.D.No.(s)	牌照號碼 Licence No.(s)	身份証號碼 I.D.No.(s)
身份証號碼 I.D.No.(s)	牌照號碼 Licence No.(s)	身份証號碼 I.D.No.(s)

茲收到租方臨時訂金現金/支票號碼 _____ 由 _____ 銀行發出，金額港幣\$ _____ 元
Received from the Tenant the initial deposit in Cash/by Cheque No. _____ of _____ Bank in the sum of HK\$ _____ only

業主簽收 Signed by the Landlord

* 刪去不適用者 Delete if inapplicable