

## 法學英文

# 英文法律文件導讀： Lease（房屋租賃契約）

現任仲裁人、銘傳大學講座教授 楊崇森\*

美國是移民國家，各民族大熔爐，生活習慣不同，加以是法治國家，所以仰賴法律作為社會生活之重要規範。民間與人交易，習慣上要簽署書面合約，而且往往是定型化契約，內容密密麻麻，不惜有些重復，惟恐疏漏考慮保護未週，將雙方權利義務訂定異常詳盡甚至瑣屑，與我國通常口頭說了就算，不是不訂書面契約，就是訂了書面也只寥寥數條，文字注重精簡，大不相同，複雜程度不可同日而語。有時甚至到了令人覺得匪夷所思的地步。廠商與廠商之間合約更是厚厚一本，有幾十頁之多。律師往往將法院案例列入，以免百密一疏，此種做法好處是當事人雙方之間事先將權利義務訂定得極其明確，如此日後可減少紛爭，且可保全證據，缺點是手續比較複雜，不留心閱讀或欠缺法律知識的人易於吃虧，但優點似多於缺點。

本來法律用語即與一般文章不同，英文法律文件更不例外，還加上傳統習慣留下的格式與慣用文字，所以更難為一般國人所了解，為協助讀者克服閱讀英文法律文件能力，本文特介紹美國文具店所印售供一般人填寫的房屋租賃契約，其複雜與週密程度，遠非我國習見租賃契約同日而語。其特色至少有下列各點：

1. 除句子特長外，開頭習慣用witnesseth，結束時用in witness whereof。
2. 喜用較正式莊嚴、一般文章不用的古老字彙，諸如hereby, hereafter, herein, hereunder, heretofore, hereinafter, thereof, thereon, therein, thereafter.....即由here、there等加上介系詞的字眼。又用said、the said等表示上述或上開之意。the same亦然，指上面所提事物。
3. 不厭其詳，寧可有點重複。
4. 締結契約日期不是如我們寫在最後，而是載於開頭最前面。

\* 楊崇森係紐約大學法理學博士，曾任中央圖書館館長、高教司司長、中央標準局局長、中興大學法研所所長、台灣省民政廳副廳長、財政部及法務部信託法起草小組召集人(信託法原起草人)。現任仲裁人、銘傳大學講座教授。



附帶提請注意，美國有些契約對影響當事人權利義務重大事項，以較大號字體或較黑字體，促使當事人注意，且在旁邊要對方簽名，以免對方日後聲稱沒看到這條款，沒有合意，不能對他發生拘束力。

本租賃契約分擔保（Guaranty），承租人約定、出租人約定、及最後公證等部分，除了印好制式條款外，下面還有空白處供當事人加上其他補充條款，以因應個案需要。為便於讀者對照起見，本文特按其先後順序，將該契約區分數段，較為複雜的詞彙，尤其法律用語加以註釋，俾讀者易於了解。目的在讓讀者由此熟悉美國契約一般習用之法律用語，尤其協助法律學生培養細密的分析能力，同時舉一反三，窺知美國契約書體裁與內容之一斑，附帶增加對彼邦社會通念與文化之了解。

## GUARANTY

To include the Landlord within named to enter into the foregoing lease of the premises described therein to and with the Tenant within named, and also in consideration of the sum of One Dollar, to the undersigned in hand paid by the Landlord and to the successors and assigns of the Landlord, the payment by the Tenant of the rent and “additional rent” within provided for, and the performance by the Tenant of all the other terms, covenants and conditions of the within lease on the part of the Tenant to be performed. Notice of all defaults is waived and consent is hereby given to all extensions of time that any Landlord may grant.

Dated, \_\_\_\_\_, 2015  
\_\_\_\_\_.(L.S.)

### 《注釋》

guaranty：擔保

enter into：締結

foregoing lease：上述租賃

premises：房地，不動產

therein：在此

described therein：在此所述的

in consideration of：鑒於，考慮…

the undersigned：於下面簽名的人

hereby：茲

acknowledge：承認

guarantees：擔保

assigns：受讓人

provided for：規定

performance：履行

terms, covenants and conditions：條款與條件

covenants：名詞為條款之意，動詞作約定解

on the part of：在…這一方。

on the part of the tenant：承租人方面

default：遲延

waive：棄權

notice of all defaults is waived：放棄一切不履行之通知

grant：許可，賦予

L.S.：蓋章處

THIS LEASE, made the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between

\_\_\_\_\_ hereinafter referred to as LANDLORD, and

\_\_\_\_\_ hereinafter jointly and severally referred to as TENANT.

WITNESSTH, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord, all that certain lot of land with the dwelling thereon known and described as Number \_\_\_\_\_

to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant consisting of \_\_\_\_\_ persons, and not otherwise, for a term to commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and to end on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 unless sooner terminated as hereinafter provided, at the annual rent of \_\_\_\_\_ due and payable in advance in equal monthly installments on the first day of each and every month during the term.



## 《開頭部分注釋》

lease：房屋租賃

dwelling house lease：住宅租賃

hereinafter：嗣後，今後

jointly and severally：連帶，但此處作通稱解

referred to：稱為

witnesseth：鑒於，契約習慣用之開頭語，其下說明締結契約之緣由。

commence on...：自...開始

unless sooner terminated：除提前終止外

hereinafter provided：以下規定

due and payable：到期而應付

monthly installments：每月分期

## THE TENANT COVENANTS：

1. The Tenant will pay the specified rent and any “additional rent” at the times and in the manner herein provided, to the Landlord at State of New York, or at such other places as the Landlord may designate from time to time hereafter.

## 《第一條注釋》

specify：指定

specified rent：約定租金

herein provided：在此處所規定

## 2. REPAIRS, ORDINANCES, MOVING INJURY, SURRENDER, INDEMNITY LANDLORD

That, throughout said term, the Tenant will take good care of the demised premises and appurtenances, and suffer no waste of injury ; make, as and when needed, all interior

and exterior repairs in and about the demised premises and the fixtures and appurtenances, which repairs shall be in quality and class, equal to the original work ; comply with all laws, ordinances and governmental regulations, and the regulations of the New York Board of Fire Underwriters or other similar board having jurisdiction, applicable to the demised premises; keep the sidewalk and curb free from snow and ice ; throughout said term and forever afterward, indemnify and save harmless the landlord from and against any and all liability, arising from injury during said term to person or property, occasioned wholly or in part by any act or omission of the Tenant, or of the guests, servants, assigns, under-tenants or sub-tenants of the Tenant ; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property so as to restore the demised premises to their original state; and , at the end of the term, to quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear and damage by the element excepted. If said premises be not surrendered at the end of the term. The Tenant will make good to the Landlord all of the damage which the Landlord shall suffer by reason thereof, and will indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the premises to said succeeding tenant, so far as such delay is occasioned by failure of the Tenant to so surrender the premises.

## 《第二條注釋》

- demised premises：出租房屋
- fixtures and appurtenances：房屋之附屬物
- suffer no waste：
- Interior and exterior repair：內外修繕
- comply with：符合
- ordinances and governmental regulations：行政命令與政府規章
- jurisdiction：管轄權
- sidewalk：走道
- indemnify：補償
- indemnify ...and save harmless...：補償且不使…受到損害，



indemnify against all claims of : 免於 (補償) …之所有請求

occasioned by : 由…所致之

omission : 不作為

assign : 受讓人, 有時指讓與

under-tenants : 次承租人

sub-tenant : 次承租人

installation : 裝上

restore....to ...original state : 回復原狀

quit and surrender : 遷出

reasonable wear and damage by the elements excepted : 除合理天然損耗外

make good : 補償

by reason thereof : 以此理由

succeeding tenant : 下任承租人

surrendered : 交回

### 3. NEGATIVE CONVENANTS

That the Tenant will not drive nails in, drill into, disfigure or deface any part of the building or suffer the same to be done ; will not do anything , or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon said building ; will not permit the accumulation of waste or refuse matter, and will not without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage, ledge, encumber or transfer this lease , underlet or sublet the demised premises or any part thereof, make any alternation in the demised premises , expose any sign or advertisement thereon , or use the demised premise or any part thereof or suffer the same to be used , for any purpose other than as a private dwelling apartment, nor by anybody other than the Tenant and the above designated members of the Tenant's family. It is hereby expressly understood and agreed that the character of the occupancy of the demised premises, as above expressed , is an especial consideration and inducement for the granting of this lease by the Landlord to the Tenant, and in the event of a violation by the Tenant of the restrictions against sale, assignment, mortgaging, pledging, encumbering or transferring this lease or underletting or sub-letting the demised premises or any part thereof, or if the Tenant shall cease to occupy the premises

or shall permit the same to be occupied by parties other than as aforesaid or allow the use of the same for any purpose not herein permitted, or violate any other restriction, condition or requirement of this lease, then this lease may, at the option of the Landlord, or the agents or assigns of the Landlord, be terminated in the manner provided in the first paragraph of Section “6” hereof.

### 《第三條注釋》

negative covenant：消極條款

disfigure or deface：損毀或塗污

accumulation：收集

waste or refuse matter：垃圾

mortgage：抵押

pledge：質權

encumber：物上負擔

transfer：移轉

underlet or sublet：轉租或分租

alteration：改變

above designated member：上面所指成員

occupancy：占有、居住

occupant：居住人，占有人

especial consideration and inducements for the granting of this lease：

賦予此租約之特別約因與誘因

other than as aforesaid：上述以外（之人）

In the event of：倘，萬一

aforesaid：上述，前開

at the option of：依…之選擇

terminated：終止



#### 4. WATER CHARGES, ETC.

That, throughout said term, the Tenant will pay for all water consumed on the demised premises and will pay each and every rent or charge assessed or imposed according to law against the demised premises for water consumed thereon, and will make such payments promptly as the same become due; and, if the Tenant fails to make any such payment, the Landlord may make the same and the amount so paid shall be “additional rent” due and payable by the Tenant to the Landlord on the first day of the month following such payment, or, at the option of the Landlord, on the first day of any succeeding month. The Tenant will keep the water meter on the demised premises in repair. The Tenant will pay for any and all oil, coal, electric current or gas consumed on the demised premises.

#### 《第四條注釋》

throughout said term：在整個期間

charge assessed or imposed：所課（負擔）之費用

as the same become due：於其（上述之事，此處指payments），到期時

fails to：怠於…

succeeding month：下個月

keep ....in repair：保養好

#### IT IS MUTUALLY COVENANTED AND AGREED THAT:

##### 5. FIRE, ETC., CLAUSE

If, through no fault or negligence of the Tenant, the said demised premises shall be partially damaged by fire or other casualty, repairs shall be made by the Landlord as speedily as conveniently possible ; and in case the damage shall be so extensive as to render the demised premises wholly untenable, the rent shall cease until such time as said premises shall have been put in repair ; but in the event of the substantially total destruction of the demised premises by fire or otherwise, or in case the damage to the demised premises shall be so extensive that they cannot, in the option of the Landlord, be repaired within thirty days, or if the Landlord shall decide to remodel or reconstruct the building, then the rent



shall be paid only up to the time of such destruction or damage and any rent paid for a period subsequent to that time shall be refunded by the Landlord, and all interest of the Tenant in the demised premises shall thereupon terminate, and this lease shall become void from such time, excepting that the Tenant shall be and continue liable for such destruction or damage caused by the carelessness, negligence or improper conduct of the Tenant, his family, agents, servants, guests or visitors. In determining reasonable time for the making of repairs, allowance shall be made for all time lost in connection with the adjustment of the fire insurance loss and all time lost by reason of what are commonly known as “labor troubles”.

### 《第五條注釋》

negligence：過失行為

in case：倘

untenantable：不適居住的

cease：停止

total destruction：全毀

fire or otherwise：火災或他故

remodel or reconstruct：重建

up to the time....：至...止

subsequent to：在...之後

refund：退費，歸還

thereupon：於是時

void：無效

carelessness：不慎

allowance shall be made for：應考慮、斟酌、為...留餘地

in connection with：關於

adjustment：調整

assume no responsibility：不承擔任何責任



## 6. DEFAULT, FIVE -DAYS NOTICE, RIGHTS UPON DEFAULTS, RE-ENTRY, RELETTING

If the Tenant shall default in fulfilling any of the covenants or conditions of this lease, other than the covenant for the payment of rent, or if the Tenant becomes insolvent or be adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvent act or any act or statutory provisions for the relief of debtors, now or hereafter enacted, or makes a general assignment for the benefit of creditors or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Landlord, or the assigns of the Landlord, or the agent for the time being of the Landlord or of said assigns in respect to said demised premises, shall deem objectionable or improper any conduct on the part of the Tenant or occupants, the Landlord may give to the Tenant five days' notice of intention to end the term of this lease, and thereupon at the expiration of said five days, the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of of the term, and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

If the tenant shall default in the payment of the rent reserved hereunder, or any part thereof, or if the notice last above provided for shall have been given and said five days' period shall have elapsed, or if the demised premises becomes vacant or deserted, the Landlord, by its agents and servants, may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damage therefor, and the Tenant, whether or not the premises be re-let as hereinafter provided, shall remain liable to the Landlord for damages equivalent in amount to all of the rent reserved hereunder to the time when this lease would have expired but for such termination, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, and also in case of any such reentry the Tenant shall pay to the Landlord on demand, as additional damages, all legal and other expenses incurred in removing the Tenant, the commissions for reletting the demised premises and collecting rent, the cost of redecorating, refinishing and repairing the demised premises and such other expenses as the Landlord may incur in connection therewith. Upon any such reentry, the Landlord, at its option, may relet the demised premises or any part or parts thereof, for the

remainder of the demised term or any part or parts thereof or for a period extending beyond the date for the expiration of this lease and receive the rents therefor; and the rents collected for the balance of the agreed term of the Tenant on any such reletting may be applied to pay any of the aforesaid items of “additional damages” remaining unpaid and to the fulfillment and performance of the other covenants of the Tenant hereunder, and the net avails thereof shall be applied by the Landlord on account of any rent unpaid by the Tenant for the remainder of the demised term : but the Tenant, however, shall pay to the Landlord upon each of such rent days the amount of any and all deficiencies then existing. The Tenant hereby waives all rights of redemption now or hereafter existing under the Civil Practice Act of the State of New York or any other present or future law, in case the Tenant shall be dispossessed by judgment or warrant of any court or judge ; and the Tenant waives all rights now or hereafter existing under Real Property Law, § 227 ; and the Tenant waives all rights to trial by jury in any summary proceedings hereafter instituted by the Landlord against the Tenant in respect to the demised premises and in any action hereafter brought to recover rent or “ additional rent” becoming due hereunder and in any other proceeding or action involving the terms, covenants or conditions of this lease or the demised premises, and on any defense or counterclaim interposed by Tenant in any of such proceedings or actions. The words “re-enter” and “re-entry” as used in this lease are not restricted to their technical legal meaning. Tenant agrees that the covenants of the Tenant in this lease contained on the part of the Tenant to be performed, shall be deemed conditional limitations as well as covenants and conditions.

In the event of a breach or threatened breach by the Tenant of any of the terms, covenants or conditions of this lease, the Landlord shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. If the Tenant shall default in the performance of any covenant herein contained , the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanic’s lien be filed against the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor’s claim. In such case, the Landlord may



pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord, as in this section of this lease provided, and any amount other than rent as to which the Tenant shall at any time be in default for or in respect to any provision of this lease, and at any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision hereof, or in defending any such action, shall be deemed to be “additional rent” for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord of any installment of the regular stipulated rent hereunder, or any of said “additional rent”, shall not be a waiver of any other “additional rent” then due. For the non-payment of any “additional rent” the Landlord shall have the same rights and remedies that the Landlord has for any of the regular first above specified rent.

### 《第六條注釋》

remedies cumulative：累積（多重）救濟方法

waiver：棄權，放棄

fulfill：履行、實現

insolvent：無支付能力的

adjudicated：被判為

bankrupt：破產人

receiver or trustee：財務管理人或受託人

transfer：移轉

devolve upon：移歸

corporation：公司

expiration：屆滿

occupant：占有人、居住人。occupancy：居住，占有

to end：結束，終結

quit and surrender：遷出移交

reserved hereunder：於以下所保留

elapse：經過

vacant or deserted：無人住的或放棄的  
 reenter：再進入  
 removed ....therefrom：自...移去  
 reenter：重行進入  
 summary dispossess proceeding：簡易遷讓訴訟程序  
 action or proceeding：訴訟  
 said term：said 上述，said term乃上述期間  
 by force or otherwise：基於實力或他法  
 indictment , prosecutions：起訴  
 in case of：倘  
 re-let：再出租  
 re-entry：再進入  
 expenses incurred in....：所生費用  
 commission：佣金  
 collecting rent：收取租金  
 redecorating, refinishing：重新裝修、整修  
 remainder of the term：餘剩期間  
 expending beyond the date：超過該日期  
 deficiency：不足差額  
 right of redemption：回贖權  
 conspicuous：明顯的  
 now or hereafter：現今或嗣後  
 dispossessed：剝奪占有，命其交還房屋（遷讓）  
 Civil Practice Act of New York：紐約州民事訴訟法  
 Real Property Law：不動產法  
 warrant：傳票  
 trial by jury：陪審審判  
 recover rent：請求租金  
 institute：提起  
 defense or counterclaim interposed by：  
 由...抗辯或反訴（counterclaim乃反訴。interposed乃提出）。



conditional limitations：條件限制  
in the event of a breach：如有違反或不履行  
threatened breach：違反或不履行之虞  
injunction：禁制令  
equity：衡平法  
at law or equity：法律上或衡平法上  
invoke any remedy：主張任何救濟  
without notice：不通知  
mechanic's lien：承攬人留置權  
filed against：告…人  
purporting to be for…：欲為了  
discharge the same：付清該（款，債等）  
deposit：擔保金  
bonding proceeding：保證程序  
receipt：收到  
stipulated rent：約定租金  
non-payment：不付

## 7. ALL RENT DUE

Anything herein to the contrary notwithstanding, the premises herein mentioned are demised for the whole term with the whole amount of rent herein reserved due and payable at the time of the making of this lease, and the payment of rent in installments as above provided is for the convenience of Tenant only and upon default by Tenant in the making of any installment payment of rent, then the whole of the rent reserved for the whole of the period then remaining unpaid shall, at Landlord's option, at once become due and payable without any notice or demand.

### 《第七條注釋》

herein：在此  
anything herein to the contrary notwithstanding：儘管有相反約定

## 8. COLLECTION OF RENT FROM OTHERS

No Payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check nor any letter accompanying such payment of rent be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of such rent. If this lease be assigned, or if the demised premises or any part thereof be underlet, sublet or occupied by anybody other than the Tenant, the Landlord may collect rent from the assignee, undertenant, subtenant or occupant and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment,, underletting and subletting, or as an acceptance of the assignee, undertenant, subtenant, or occupant as tenant, and in every such case the Tenant shall perform and continue to perform all of covenants of this lease on the part of the Tenant to be performed.

### 《第八條注釋》

endorsement on any check：為支票背書

deemed an accord and satisfaction：視為代物清償（accord and satisfaction）

without prejudice to：不影響…

under tenant ,sub tenant：次承租人

acceptance：接受、同意、承諾

## 9. AS TO WAIVER

The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant or condition hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignment shall be made without



express consent in writing by the Landlord. The delivery of keys of the demised premises to any officer or employee of the Landlord or to the Landlord's agent, shall not operate as a termination of this lease or as a surrender of the demised premises.

### 《第九條注釋》

more instance：更多場合或事例

strict performance：嚴格履行

contrued as：解釋為…

relinquishment：放棄

full force and effect：完全有效

continue and remain in full force and effect：繼續完全有效

breach：違反

knowledge of the breach：知悉違反

expressed in writing：書面明示

delivery：交付

operate as…：作為…生效，發生…之效力

aforsaid element：上述自然力（風雨）

### 10. MORTGAGE SUBORDINATION

This lease shall be subject and subordinate at all times to the lien of any and all mortgages or extensions or renewals thereof now or at any time hereafter placed upon the demised premises or the lands of which the demised premises are a part, and to all advances made or hereafter to be made on the security thereof, irrespective of the date of recording, and the Tenant agrees to execute and deliver on demand by Landlord such further instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage or mortgages or extension or renewal thereof or advances made or to be made on the security thereof, as may be necessary or requested by Landlord, and a refusal to execute such instrument or instruments shall entitle to the Landlord, at its option to cancel this lease in the manner provided in the first paragraph of section "6", hereof without incurring any expense or damage and the term hereby granted is expressly limited accordingly, and the Tenant hereby



appoints the Landlord the attorney-in-fact of the Tenant, irrevocable to execute and deliver any such instrument or instruments evidencing such subordination for and in the name of the Tenant. In the event of the voiding or annulment of this lease by the foreclosure of any such mortgage, the Landlord shall not be liable for any damages or loss thereby caused to or suffered by the Tenant.

### 《第十條注釋》

mortgage subordination：受抵押權制約

subject and subordinate to the lien：受到留置權制約，lien乃留置權

extension or renewal：延長或更新

execute Instrument：製作文件

execute and deliver on demand：於請求時製作並交付

entitle：使…有權

cancel：撤銷

attorney in fact：事實上代理人

irrevocable：不可取銷的

voiding or annulment：無效或撤銷

foreclosure：實行抵押權（拍賣）

### 11. IMPROVEMENT

All improvements made by the Tenant to or upon the demised premises shall, when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear excepted.

### 《第十一條注釋》

improvement：改良，改良物

attached to...附於

freehold：英美最完全之不動產所有權



in as good order and condition as : 如同...之良好狀態

reasonable wear excepted : 除合理損耗外

## 12. NOTICE

Any notice by the Landlord to the Tenant shall be deemed to be dully given only if in writing and either delivered personally to the Tenant or left upon the demised premises, or delivered to any person in charge of the demised premises, or mailed by registered letter in any general or branch post office enclosed in a postpaid envelope addressed to the Tenant at his or its above address or at the demised premises. Any notice by the Tenant to the Landlord shall be deemed to be dully given only if in writing and either delivered personally to an officer of the Landlord or to the agent ( if any ) of the Landlord charged with the renting and management of the demised premises, or mailed by registered letter in any general or branch post office, enclosed in a postpaid envelope addressed hereinbefore given.

### 《第十二條注釋》

notice : 通知

notice duly given : 已通知妥當

deliver : 交付

person in charge of : 承辦人

registered letter : 掛號信

## 13. NO LIABILITY

The Tenant accepts the demised premises in their present condition unless otherwise herein expressly stated. The Landlord shall not be liable for any failure of water supply, electric current, mechanical refrigeration,, if any, or other service. The Landlord shall not be liable for injury, loss or damage to the person or property of the Tenant caused by the elements, or by steam, gas, electricity, water, rain or snow which may leak or flow from any part of the demised premises or from the pipes, appliances or plumbing works of the same or from any other place, or by falling plaster, or by defects in the demised premises or in any improvements, alternations or repairs now or hereafter made thereto, or by any act or thing

heretofore or hereafter done or omitted by the Landlord, unless caused by the negligence of the Landlord. The Tenant shall give the Landlord prompt written notice of any accident to or defects in water pipes, gas pipes, heating apparatus or other equipment or appliances in the demised premises. The Landlord shall not be liable for the presence of Groton bugs, vermin or insects, if any, in the demised premises, nor shall their presence in any way affect this lease. The Landlord shall not be liable for any latent defect in the building.

### 《第十三條注釋》

caused by the elements：由自然力（風雨）所致

plumbing works：水道工程

heretofore or hereafter：過去或嗣後

Cronton bugs：小蟑螂

vermin：蚊蠅…等害蟲

latent defect：隱藏瑕疵

#### 14. NO ABATEMENT

There shall not be any diminution or abatement of rent because of the making of repairs or improvements, if any be made, to the demised premises after the date above fixed for the commencement of the term, but the same are to be done with reasonable dispatch and with as little inconvenience to the Tenant as reasonably possible, it being understood that rent shall, in all events, commence to run at the date above fixed therefor. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for loss, inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances or from fumes or dirt issuing out of the heating or refrigerating equipment in the building, or from the closing or darkening of any windows of the demised premises from any cause whatever, or by reason of any space taken to comply with any law, ordinance or order of a governmental authority.



## 《第十四條注釋》

diminution or abatement : 減少

date above fixed : 上面所定日期

reasonable dispatch : 合理速度

fumes : 煙、氣體

dirt : 灰塵

### 15. POSSESSION OF DEMISED PREMISES

If the demised premises are available for occupancy before the date specified for commencement of the term, the Tenant may then take possession of the demised premises provided and only upon condition that the Landlord consent in writing to the taking of such possession by the Tenant ; and in the event that the Tenant thus takes earlier possession of the demised premises, the term of this lease shall be deemed for all purposes to commence from the time of the taking of such possession by the Tenant, but the Tenant shall not be required to pay any rental in addition to that above specified by reason of taking earlier possession of the demised premises unless otherwise provided. If the Landlord shall not be ready or able to give possession of the demised premises to the Tenant at the date above prescribed for the commencement of the term, then the date of the commencement of the term shall be postponed until the Landlord shall be ready and able so to give possession, and rent shall not run in the meantime but shall be apportioned as of the date that the Landlord shall notify the Tenant that the demised premises will be ready for occupancy ; and the Landlord shall not be liable for damages, if any, sustained by the Tenant because of failure to deliver possession before the demised premises are ready for occupancy. The Landlord assumes no responsibility to the Tenant for delay in giving possession due to failure of present occupant of demised premises to vacate at termination of lease, except that the Tenant will be credited upon the rent next to accrue with an allowance equal to the daily pro rata amount of the rent multiplied by the actual number of days during which possession is withheld, and the Tenant agrees to accept the lease subject to such contingency and condition. If the Tenant shall, before the date above fixed for the commencement of the term hereof, default in the performance of any agreement by the Tenant herein or contained in any other lease or letting by the Landlord to the Tenant, then, at

the option of the Landlord this lease shall not go into effect, and the Tenant shall not be entitled to possession hereunder.

### 《第十五條注釋》

occupancy：占有、居住

take possession of...：取得...之占有

provided and only upon condition that：倘；但須

should not be required to：不需...

unless otherwise provided：除另有規定外

apportion：比例

damages sustained by...：由...所受損害

assume no responsibility：不承擔任何責任

vacate：搬出

accrued：歸屬

with an allowance...：抵充

pro rata：比例

possession is withheld：占住不搬，未能占有

subject to such contingency and condition：條件是...，附上...之條件

contingency or condition：條件

go into effect：生效

entitled to：有權

#### 16. NOTICE TO TENANT, NO REPRESENTATIONS

The Tenant hereby acknowledges notice from the Landlord that no agent, manager or representative of the Landlord has the power or authority to either modify, cancel or accept a surrender of this lease, and that such power and authority is vested solely in the senior officers of the Landlord. No modification, cancellation, or surrender of this lease shall be effective unless in writing signed by the Landlord by its duly authorized officers. The Landlord has made no representations or promises in respect to the demise premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord or the Landlord's agent authorized so to do.



## 《第十六條注釋》

notice：通知

vested in：歸屬於…

representative：代理人

vested solely in：專屬於

modification：修改

effective：生效的

duly authorized officers：被授權之職員

made no representation：未作表述

### 17. ENTRY, ETC.

That during three months prior to the expiration of the term hereby granted, the Tenant will permit the Landlord to place in a conspicuous part of the exterior of the demised premises, the usual notice offering the premises “To Let” and/or “For Sale” and will permit the same to remain without hindrance or molestation, and during such time applicants shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord’s agents shall be permitted at any time during the term to visit and examine the premises at any reasonable hours of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord’s agents, to make or facilitate improvements, alterations or repairs in any part of the building; and if the said Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord’s agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof ( if during such entry the Landlord shall accord reasonable care to the Tenant’s property) and without in any manner affecting the obligations and covenants of this lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

## 《第十七條注釋》

conspicuous part：明顯部分  
hindrance or molestation：妨礙或干擾  
admitted：進入  
to view the premises：看屋  
forcibly enter：強力進入  
liable to....：負...之責任  
claim or cause of action：請求或訴因  
by reason thereof：因此理由

### 18. ATTORNEY'S FEES

If the Tenant shall at any time be in default hereunder, and the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorney's fees, costs and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount; and the amount of such expenses, costs and disbursements shall at the option of the Landlord, be deemed to be additional rent hereunder, and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses, or on the first day of any succeeding month.

## 《第十八條注釋》

attorney's fee：律師費  
institute an action：提起訴訟  
based upon：基於、根據...  
reimburse：償還  
disbursements：支出



## 19. EMINENT DOMAIN

If the demised premises or any part thereof, be taken by virtue of eminent domain, or for any public or quasi- public improvement, this lease shall ,at the option of Landlord, expire ten days after notice to the Tenant; and in the event of the exercise of such option by the Landlord, the Tenant shall pay the rent pro rata, up to the time of the expiration of this lease and thereafter neither party hereto shall have any claim against the other by reason of such termination, and any or all awards for any such taking are assigned to and shall be made to the Landlord , and the Tenant shall not have any claim of any kind against any such award or awards.

### 《第十九條注釋》

eminent domain：公用徵收

quasi-public：準公共的

## 20. SECURITY

The Tenant has deposited with the Landlord the sum of ..... Dollars, and agrees from time to time to pay to the Landlord, any sum or sums of money paid by the Landlord out of the sum so deposited or deducted therefrom by the Landlord, pursuant to the provisions of this lease, to the end that at all times during the term of this lease there shall be continually deposited with the Landlord a sum which shall never be less than the amount originally deposited; the money so deposited shall remain with the Landlord as security for the faithful performance by the Tenant of all the terms, covenants and conditions of this lease until the date herein originally fixed for the expiration of the term, except as herein otherwise provided.

If the Landlord shall pay or be liable to pay any sum or sums of money whatsoever, or do or perform any act or thing on behalf of the Tenant, or make good any default by the Tenant hereunder, or if any penalty be assessed or imposed against the Landlord or any owner of the premises because of any default of the Tenant under this lease , any amount paid by the Landlord or such owner, or for which the Landlord or such owner may become liable together with all interests, costs, expenses, fees and damages, may be paid by the Landlord or such owner at its option out of such security or may be deducted therefrom. If the Tenant becomes



insolvent or be adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvent act or any act or statutory provisions for the relief of debtors, now or hereafter enacted, or makes a general assignment, or if a receiver or trustee be appointed for the Tenant's property, then in either such case said security shall be deemed to be and hereby is assigned to the Landlord; in any such event, or in case of any default by Tenant in performing the terms of this lease by reason of which this lease is terminated either by summary proceedings or by notice as herein provided, such security shall belong to the Landlord and shall be retained by the Landlord without any right thereto or to any part thereof by the Tenant, and the right to retain such security shall survive summary proceedings or other proceedings for the recovery of possession of the premises. Upon a sale or conveyance of the demised premises, the Landlord or any owner of the premises may transfer or assign such security to any new owner of said premises, and upon such transfer all liability of the transferrer or assignor of such security shall cease and come to an end.

### 《第二十條注釋》

security：擔保

deposit：押金，付押金

pursuant to：依據

provision：條文、規定

on behalf of：為某人，代表某人

make good：補償

penalty：罰款

hereafter enacted：嗣後制定

survive .....proceedings：不受程序之影響，仍行存續

recovery of possession：回復占有

conveyance：移轉所有權



## 21. LANDLORD'S LIABILITY

The term “Landlord” as used in this lease means only the party who for the time being is the owner, or the assignee of rents, or the mortgagee in possession, or the owner of a lease of the land and building of which the demised premises form a part, as the case may be; and the Tenant agrees that as, if and when any Landlord hereunder sells or transfers title to or conveys or assigns such land and building or lease, or in the event its or his rights under such assignment of rents or as mortgagee in possession are terminated, or in the event of any subsequent lease of the entire building, such Landlord shall be and hereby is wholly released, discharged and relieved of and from all of the covenants and obligations of the Landlord hereunder, and thereupon and thereafter the sole and exclusive right or rights, remedy or remedies and recourse of the Tenant for any subsequent violation or breach of the covenants and obligations of the Landlord hereunder shall be against the person, firm or corporation succeeding to the rights or such Landlord, whether or not such person, firm or corporation shall assume or agree to perform or comply with such covenants and obligations of the Landlord hereunder.

### 《第二十一條注釋》

as the case may be：視情況而定

in the event：倘

recourse：救濟

obligations：債務

## THE LANDLORD COVENANTS: QUIET PROVISION, MARGINAL NOTES

That if and so long as the Tenant pays the rent reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned and provided for, and to any foreclosure of any such mortgages.

The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease, and in no way affect this lease.

This lease, and every provision hereof, shall bind, apply to and run in favor of the Landlord, its successors and assigns, and of the Tenant and the heirs and personal representatives of the Tenant.

### 《出租人約定部分注釋》

quiet possession：和平占有

marginal notes：邊上註記，按即大字標題

inserted only as a matter of convenience and for reference and in no way affect：

純為方便及參考才加上，決不影響…

heir or personal representative：繼承人或法定代理人

in witness whereof：美國契約之固定總結語，有讀了上述之意

sealed：蓋章

IN WITNESS WHEREOF, the Landlord and Tenant have signed and sealed this lease the day and year first above written.

.....( L.S.)

Landlord

.....( L.S.)

Tenant

State of

County of

On this day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and dully acknowledged to me that he executed the same.



State of  
County of

On the                    day of                    2015, before me personally came                    to me  
known, who, being by me duly sworn, did depose and say that he resides in  
That he is the                    of

the corporation mentioned in, and which executed, the foregoing instrument ; that he knows  
the seal of said corporation ; that the seal affixed to said instrument is such corporate seal ;  
that is was so affixed by order of the Board of  
   of said corporation; and that he signed                    name thereto by like order.

### 《公證部分注釋》

before me personally appear : 親在本公證人面前  
duly acknowledged to me : 對本人確認  
executed the foregoing instrument : 作成上開文件  
executed the same : 作成該文件  
duly sworn : 適當宣誓  
depose and say : 作證稱  
seal affixed to : 蓋章於…