# 终止施工合同范本(共3篇)

来源：网络 作者：清幽竹影 更新时间：2024-01-13

*终止施工合同范本1甲方（原合同甲方）：乙方（原合同乙方）：甲乙双方于年 月 日签订《宜宾丽雅百货有限公司丽雅百货联合销售/专柜租赁合同》（以下称“原合同”），合同编号：。甲方将位于莱茵春天购物中心内LG1-4F层的丽雅百货 楼提供 平方米供...*

**终止施工合同范本1**

甲方（原合同甲方）：

乙方（原合同乙方）：

甲乙双方于年 月 日签订《宜宾丽雅百货有限公司丽雅百货联合销售/专柜租赁合同》（以下称“原合同”），合同编号：。甲方将位于莱茵春天购物中心内LG1-4F层的丽雅百货 楼提供 平方米供乙方开设专柜进行联合销售/专柜租赁，合同期限为 年 月 日到 年 月日，现因 无法履行合同，经双方协商同意，提前终止原合同。甲、乙双方本着自愿、平等、协商的原则就合同终止达成协议如下：

一、原合同自本协议生效之日即终止，双方均不承担违约责任。

二、乙方按甲方要求提供以下文件，并加盖公章：

1、营业执照注销证明，2、终止合同申请书，3、当月发票及相关说明，4、其它 ，乙方保证所提供证照均为依法取得，无虚假伪造，如有违反，甲方有权解除合同，乙方负完全违约责任并对第三人的损坏承担赔偿责任。

三、乙方在 年月 日之前向甲方缴纳相关费用： □固定租金，共计 元； □培训管理费，共计 元； □其他相关费用，共计 元。

四、乙方需在 年月 日之内按甲方要求撤离。

五、甲方同意乙方完清以上手续后，在十个工作日内结算合同终止当月的货款。

六、因本协议发生的争议，由双方协商解决，如协商不成，应提交宜宾仲裁委员会裁决，本协议自签订之日起生效。

七、本协议一式 份，甲方 份 、乙方 份，双方签字盖章之日生效，均具有同等法律效力。

甲方：

乙方：

法定（授权）代表人：

法定（授权）代表人：

年 月 日年 月 日

**终止施工合同范本2**

终止合同协议书模板

终止合同协议书模板1

THIS AGREEMENT is made on 本协议于 日订立。

BETWEEN 协议订立双方为：

(1) VOLKSWAGEN GROUP IMPORT CO., LTD.(company name in Chinese: (formerly known as Volkswagen Import Co., Ltd),a wholly foreign owned limited liability company incorporated under the laws of PRC whose registered address is at Room 519-3 Tengda Building, No. 18, International Trade Road, Tianjin Port Free Trade Zone (the “VGIC”); and

xx汽车(中国)销售有限公司 (以前叫做“xx汽车销售有限公司”)，该公司为外商独资有限公司，依据\_的法律组建而成，注册地址为：

(2) (the “Dealer”). (下文中称为“经销商”)。

Each of VGIC and the Dealer is a “party”, and collectively are the “parties”.

xx公司和经销商在本协议中单独称为“一方”，集体称为“双方”。

WHEREAS: 鉴于：

A. The parties entered into a Contract with Authorized Purchaser (Dealer) of Lamborghini Import Vehicles dated (the “Dealer Contract”).

协议双方于 日签署了一份xxxx授权买家(经销商)合同(下文中称为“经销商合同”)。

B. The parties agree to terminate the Dealer Contract in accordance with, and subject to, the terms and conditions of this Agreement.

协议双方同意根据本协议的条款和条件终止所述经销商合同。

THEREFORE the parties hereby agree as follows: 故此，本协议双方现此约定如下：

1. Termination 第一条 协议的终止

The parties agree to terminate the Dealer Contract with effect from (the “Effective Date”).

本协议双方约定从 日起终止所述经销商合同(生效日期)。

Each party’s rights and obligations under the Dealer Contract shall cease immediately on termination, except for the clauses which are expressed to survive termination. The Dealer hereby renounces and surrenders any and all rights granted pursuant to or in relation to Dealer Contract.

所述经销商合同终止时，本协议各方在该合同项下的权利和义务立即终止，除非该合同中明确规定某权利和/或义务应当在合同终止后继续生效。经销商现此放弃并让出自己和所述经销商合同相关的所有权利。

The termination of the Dealer Contract does not of itself give rise to any liability on the part of VGIC to pay any compensation to the Dealer, including but not limited to, for loss of profits or goodwill.

所述经销商合同的终止不会产生xx公司向经销商给予任何补偿的义务，包括但不限于利润和商誉的损失。

The Dealer hereby waives, releases and forever discharges VGIC,VGIC’semployees and affiliates, and any replacing dealership appointed by VGIC against any actions, proceedings, claims, demands, costs and expenses which the Dealer may now have or would have had for the termination of the Dealer Contract, including but not limited to any applicable rights upon termination of agreements it has may have had under the Dealer Contractor any applicable law.

经销商现此放弃、免除并永远解除xx公司、xx公司的雇员和附属公司、xx公司指定的任何替代经销商就经销商针对所述经销商合同的终止可能享有的、将会享有的任何起诉、诉讼程序、索赔、权利主张、花费和开支而应当承担的责任，包括但不限于所述经销商合同终止时经销商依据任何适用的法律而享有的、可能享有的任何适用权利。

The Dealer by executing this Agreement, for and on behalf of Dealer and all persons and entities who at present, in the past or in the future may have, have had or may hereafter have a legal or beneficial ownership or other interest in Dealer, and their respective heirs, executors, administrators, successors and assigns (collectively the “Releasors”), hereby agrees to and does hereby unconditionally, irrevocably and forever voluntarily terminate and surrender to VGIC, as of the Effective Date, the Dealer Contract and any other agreements relating to the sale of the Lamborghini brand products and waives, terminates and surrenders to VGIC any and rights arising out or relating to the Dealer Contract or in connection with the Dealer Contract, including, without limitation, any and all rights, if any, to a continuation, extension or renewal of the Dealer Contract or any related business relationships between VGIC and the Dealer or any of the other Releasors after the Effective Date, which they, or any of them, may now or hereafter have or acquire.

通过本协议的签署，经销商代表经销商、以及过去、现在和将来和经销商可能有、已经有、之后可能有法律关系、受益所有权或者其它利益关系的任何人员和实体、其各自的继承人、执行人、管理人、继任人和受让人(总体称为“放弃权利人”)，现此同意为了xx公司并无条件地、不可撤销地且永远自愿地从生效日期起终止并让出所述经销商合同以及和所述xxxx品牌产品的销售相关的其它任何协议，为了xx公司放弃、终止和让出因为所述经销商合同引起的或者与之相关的任何权利，包括但不限于延续、续展、续订所述经销商合同或者xx公司和经销商或者其它任何放弃权利人之间在生效日期后的任何相关业务关系的任何权利(如果有的话)，因为xx公司和经销商或者其它任何放弃权利人(或者其中的部分人员)在当前或者今后可能具有或者取得该种业务关系。

The parties hereto intend that this Agreement constitute a general release of all claims, demands, actions, causes of action, whether known or unknown, suspected or unsuspected, that the Dealer and/or any of the other Releasors had, may have or may claim to have to the Effective Date.

本协议双方约定：本协议构成了全面免除，免除了生效日期之前经销商和/或其它任何权利放弃人享有的、可能享有的或者可能会声称享有的任何索赔、权利主张、起诉和诉因，无论是明确的还是不明确的，无论是疑似的还是非疑似的。

2. Obligations Following Signing of This Agreement 第二条 签署本协议产生的义务

Following the signing of this Agreement, both parties shall make best efforts to cooperate with each other, including providing and executing all necessary documents and materials and taking all necessary actions, to ensure an uninterrupted supply of parts and after sales services as required by customers after the date of termination of the Dealer Contract.

本协议签署后，协议双方应当尽最大努力展开合作，包括但不限于提供并签署所有必要的文件和材料并采取必要的措施，确保所述经销商合同终止后，能够按照客户的要求不间断地提供零部件和售后服务。

Following the signing of this Agreement, the Dealer undertakes to VGIC that it shall:

本协议一经签署，经销商即向xx公司保证：经销商应当

(a) Immediately inform its customers (especially owners of vehicles sold by the Dealer) of the Dealer’s closure using the mutually agreed template attached to this Agreement, and obtain the customers’ consent to the transfer of the customer’s information to VGIC and VGIC’s use of such informationsubject to the applicable laws and regulations of PRC;

使用本协议随附的且双方一致同意的方式，把经销商和xx公司之间签订的所述经销商合同的终止情况立即告知经销商自己的客户(特别是从经销商处购买了汽车的车主)，取得客户同意后，把客户信息移交给xx公司，xx公司应当按照适用的\_的法律和法规来使用该种信息。

(b) Immediately execute the necessary contracts for the transfer of its repair, return and replacement obligations pursuant to the applicable laws and regulations and the Dealer’s sales contracts for vehicles sold by the Dealer to a mutually agreed affiliate;

立即根据适用的法律和法规以及经销商就销售给双方一致同意的附属公司的车辆而签订的销售合同，为维修义务、产品退回义务和替换义务的让与而签署必要的.合同。

(c) immediately transfer, and ensure its affiliated companies transfer, to VGIC or other Volkswagen Group companies respectively, without any consideration, the trademarks registered in the PRC and/or trademark registration applied in the PRC, which belong to VGIC or other Volkswagen Group companies, and any domain names registered in the PRC, which contain the Lamborghini trademarks or name of VGIC or other Volkswagen Group companies;

立即向xx公司或者xx集团的其它公司让与全部归xx公司所有的或者xx集团其它公司所有的、在\_注册的商标和/或在\_申请的商标注册，以及包含xxxx商标或者xx公司名称或者其它xx集团公司名称的任何域名，不得收取任何对价，并确保经销商自己的附属公司也这样做。

(d) immediately cease using, and ensure its subsidiaries and branches (if any) to cease using,the Lamborghini trademarks and “Lamborghini” or its Chinese translations in its corporate name;

立即停止使用并确保其子公司和分公司(如果有的话)停止在其公司名称中使用xxxx商标、“Lamborghini”和Lamborghini 的汉语译文 “xxxx”;

(e) not apply, and ensure its affiliated companies not apply, directly or indirectly, for registration of any trademarks or names (including any Chinese translations) belonging to VGIC or other Volkswagen Group companies. Otherwise, VGIC or other Volkswagen Group companies are entitled to request such trademarks and/or names transferred to VGIC or other Volkswagen Group companies, free of charge, at any time;

不得直接或者间接地申请注册属于xx公司或者xx集团其它公司的任何商标或名称(包括汉语译名)，并确保其附属公司也这样做。否则，xx公司或者xx集团其它公司有权在任何时间要求把该等商标和/或名称让与给xx公司或者xx集团的其它公司。

(f) immediately remove and return to VGIC (or otherwise dispose of as VGIC may instruct) all signboard and symbols containing the Lamborghini trademarks; and

立即移除包含xxxx商标的任何招牌和标识并归还给xx公司(或者按照xx公司的指示处理这些招牌和标识);以及

(g) immediately return to VGIC or otherwise dispose of as VGIC may instruct all equipment and tools, samples, instruction books, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers whatsoever provided by VGIC to the Dealer and relating to VGIC’s business (other than correspondence which has passed between the parties) which the Dealer may have in its possession or under its control.

立即把经销商可能会拥有的或者控制的、xx公司提供给经销商的且和xx公司的业务有关的任何设备、工具、样品、说明书、技术手册、目录、广告材料、技术规范和其它材料、文件和文据返还给xx公司，或者按照xx公司的指示加以处理。

VGIC agrees to return to the Dealer a total amount of RMB comprising:

xx公司同意把 元人民币归还给经销商，这个金额包括：

a. RMB the balance held in the Dealer’s dealership account; and

元人民币的经销商经销账户余额;以及

b. RMB for the return of the signboards and symbols pursuant to this Agreement via electronic bank transfer within 30 working days from the execution of this Agreement by the parties.

元人民币的依据本协议规定归还招牌和标识的费用，本协议签署后三十天内，通过银行电子转账支付经销商。

Within 30 days following the signing of this Agreement, the Dealer should apply to deregister itself with the relevant government authorities as an authorized dealer of Lamborghini brand products, including revising its business scope shown on the business license accordingly.

本协议签署后的三十天内，经销商应当向相关的政府机关申请撤销自己作为xxxx品牌产品授权经销商的登记，包括相应地修改经销商营业执照中业务范围。

The Dealer agrees to maintain strict confidentiality regarding all VGIC’s confidential information, including any data, information, plans, drawings, specifications, documents, know-how, physical objects (such as models, parts or devices) or materials of or relating to the production, engineering, technology, financing, marketing of Volkswagen and Lamborghini products, personnel of VGIC, their parent corporation or their subsidiaries or affiliates, if such confidential information is not known or available to the public (“Confidential Information”). The Dealer undertakes that it will not, at any time, reveal, communicate, pulge or make available any Confidential Information to anyone, other than to such extent and to such persons as may specifically be designated by VGIC in writing.

经销商同意对xx公司的所有保密信息加以严格保密，包括和xx产品和xxxx产品的生产、工程、技术、财务、营销相关的、以及和xx公司的员工、其各自的母公司、子公司和附属公司相关的任何数据、信息、计划、图纸、技术规范、文件、专有技术、有形物件(诸如模型、部件、装置)和材料，假如该种保密信息还不为社会xx所知、不为社会xx所得的话(“保密信息”)。经销商保证自己在任何时间都不会把保密信息揭示、传播、泄露或提供给任何人员，除非xx公司以书面方式指示经销商可以披露该种信息。

3. Cost and Tax Arising from the Termination 第三条 合同终止产生的花费和税收

Except where this Agreement provides otherwise, each party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it.

除非本协议另有规定，协议各方应当各自支付自己协商、制备、签署、履行本协议以及本协议中提及的各个文件而产生的花费。

Each of the parties shall be responsible for its own tax liability arising from the arrangements under this Agreement.

本协议各方应当各自负责自己因为本协议项下的安排而产生的税收责任。

4. Breach of Agreement 第四条 违约规定

Each of the parties agrees that it shall indemnify the other party against all claims, costs and liabilities suffered or incurred whether directly or indirectly in relation to breach of this Agreement.

本协议任一方同意：因为自己违反了本协议而直接或者间接地让协议另一方蒙受、产生了任何索赔、花费和责任，自己应当对协议另一方进行赔偿。

5. General 第五条 一般规定

This Agreement is governed by the laws of the PRC. Any dispute arising out of or in con

**终止施工合同范本3**

(一)承包方主体资格不当，造成合同无法履行。

近年来，为规范建设市场，有关部门出台了相关法律、法规，对施工方主体资格进行了严格限制。尽管如此，建筑市场仍然存在诸多问题，例如：有资格的无关系，无资格的却有关系等，这就造成了施工合同中的承包方主体不当的问题较多发生。例如曹某，今年三十多岁，未成立任何建筑公司，但却凭着自己的关系联系了一起价值五百万元的建筑工程。但施工合同毕竟有自身条件和要求，他就借用一家有资质的施工单位名义签订了施工合同，施工单位只收取5%的管理费，其余问题全部由曹某负责。但曹某毕竟是一个人，根本无法正常进行施工，致使施工合同的履行陷入僵局，带来了十分棘手的现实问题和法律问题。

(二)工程状况复杂，施工方无能力继续施工。

这种状况大多发生于地基隐蔽工程，由于前期准备工作不充分，出现了双方无法预料的情况发生。如某建筑公司在承接了旬阳某大厦的施工任务后，在挖地基时，发现建筑段地下水位有流沙层，且建筑物距河床太近，与河水相贯通，会出现大量漏水，而原定的人工挖沙存在重大安全隐患，只好由建设单位自行选择具备桩基施工资质的专业单位另行施工。

(三)发包方原因致使合同终止。

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