

# 國立嘉義大學學生宿舍住宿契約書

## National Chiayi University Student Housing Contract

【本契約事關個人權益請詳細閱讀】

【Please read this contract thoroughly as it describes all your rights and obligations as a dormitory student】

第一條 國立嘉義大學學生宿舍管理規則、**學生宿舍住宿公約**與本約定共同構成本契約之內容。本契約無約定或有爭議者，適用民法及其他相關法律，其進一步釋疑則由「國立嘉義大學學生宿舍服務暨輔導委員會」為之。

Article1 The regulations in this contract are formulated in compliance with National Chiayi University Student Dormitory Regulations and National Chiayi University dormitory code of conduct. Any other matters that are not regulated in this contract shall be dealt with according to civil law or the relevant regulations, which may be further interpreted by the Student Dormitory Services and Counseling Committee.

第二條 本住宿契約之甲方為國立嘉義大學，管理單位為國立嘉義大學學生事務處生活輔導組，乙方為租用宿舍之學生。

Article2 This contract is signed between National Chiayi University (hereinafter as Party A) and the undersigned dormitory student (hereinafter as Party B), with the Division of Student Assistance, Office of Student Affairs as the unit of administration.

第三條 租用宿舍期限為\_\_\_\_\_學年度第1學期與\_\_\_\_\_學年度第2學期止或依甲方之公告之。寒暑假期間依學校規定辦理。

Article3 The duration of dormitory accommodation runs from first and second semester of \_\_\_\_\_ academic year (or the date designated and published by Party A).

第四條 租用標的物為乙方所配住之寢室(含傢俱及各項設備)與該配住宿舍提供給全體宿舍租用人共同使用之空間與設備。

Article4 The objects and items leased include the bedroom and furniture assigned to Party B and public space and facilities shared by all dormitory students.

第五條 住宿費用依「國立嘉義大學學生宿舍管理規則」訂定之學生宿舍收費標準。

Article5 The accommodation fees shall be paid according to the designated rates of dormitory accommodation in compliance with the National Chiayi University Student Dormitory Regulations

第六條 乙方應於租用期間內遵守「國立嘉義大學學生宿舍管理規則」之規定；並不得有以下情事：

Article6 During the lease period, Party B should abide by the regulations specified in National Chiayi University Student Dormitory Regulations and refrain from committing any of the following misdeeds:

- 一、未經甲方同意，乙方不得將租用宿舍全部或一部份轉租、出借、頂讓，或以其他變相方法由他人使用，違反本約定者，契約當然終止，乙方應於十日內撤離宿舍，並依學生宿舍管理規則議處。

- 一、 Without the consent of Party A, Party B shall not have the leased objects and items partially or wholly leased, lent, or transferred to others. A violation of this rule will result in the termination of this contract, in which case Party B shall leave the dormitory within ten days and be disciplined according to National Chiayi Student Dormitory Regulations.
- 二、 寢室內如有改裝設施之必要，乙方取得甲方之同意後得自行裝設，但不得損害原有建築，乙方於交還寢室時並負責回復原狀。
- 二、 With the consent of Party A, Party B may personally install a necessary fixture on the condition that no damage is done to the original structure of the bedroom. Party B shall have the bedroom restored intact when the term of the lease is over.
- 三、 設有公共設施之宿舍，乙方均需遵守其使用規則，違者視情節輕重予以論處。
- 三、 Party B shall comply with the regulations governing the use of public facilities in the dormitory. Any violations shall be disciplined according to their severity.

第七條 乙方應以善良管理人之注意義務使用租用物，除因天災、人禍等不可抗力之因素及正常耗損外，如因乙方之故意或過失，致租用物毀損時，乙方應負損害賠償之責。寢室因自然之損壞有修繕必要時，由甲方負責修理。住宿期滿或終止契約交還租用物時，雙方應共同清點租用物。

Article7 Party B is obligated to use the leased objects and items in an appropriate and respectful fashion. Except for unavoidable disasters and natural wear, Party B shall be held accountable for any damage to dormitory property. Repairs to the bedroom due to natural damage shall be the responsibility of Party A. Both parties should check the leased objects and items when they are returned at the end of the accommodation period, or upon the termination of this contract.

第八條 契約之變動或終止：

Article8 Changes or Termination

- 一、 乙方休學、退學、轉學、畢業等離校狀況，依「國立嘉義大學學生宿舍管理規則」之規定退還住宿費用。
- 一、 In the case of study suspension, dropout, transfer or graduation, Party B shall be refunded according to National Chiayi University Dormitory Accommodation Cancellation Standard Operating Procedure.
- 二、 經辦理住宿手續後，如有變動或調整應依學校公告為之。甲方核准住宿並分配床位後，乙方如欲辦理退宿，悉依國立嘉義大學學生宿舍管理規則辦理。
- 二、 After the administrative procedures of dormitory accommodation are completed, any change or adjustment shall be processed according to the designated regulations published by the Party A. After the approval of dormitory accommodation and bedroom assignment by Party A, an application for accommodation withdrawal from Party B shall be processed according to National Chiayi University Student Dormitory Regulations.

- 三、因天災人禍等人力不可抗拒而導致居住安全堪慮時，任一方得立即終止契約，乙方應在甲方規定時間內遷出，甲方應盡力協助乙方另覓住處，甲方應比照「國立嘉義大學宿舍退宿標準作業流程」之規定無息退還乙方住宿費用。
- 三、When residence safety and security are jeopardized due to unavoidable disasters, either party is entitled to terminate the contract immediately. Party B should move out from the dormitory within the period specified by Party A. Party A should exercise its best capacity to help Party B find another alternative of accommodation and pay a no-interest refund to Party B according to National Chiayi University Dormitory Accommodation Cancellation Standard Operating Procedure
- 四、甲方因其業務特殊需要，須提前終止本合約時，應經國立嘉義大學學生宿舍服務暨輔導委員會通過。
- 四、An early termination of this contract initiated by Party A under special circumstances shall be approved by the Student Dormitory Services and Counseling Committee.

第九條 違約之賠償：

Article9 Compensation for Contract Breach

- 一、乙方於規定繳納期限未繳畢宿舍相關費用（含住宿費、罰款、冷氣費、水電費、清潔費等），經甲方催告限期繳納仍未繳納時，甲方除限制其宿舍設施之使用，控管其離校手續之辦理與其他住宿之申請外，並得終止契約。
- (1)In the event that Party B fails to pay accommodation-related fees (including accommodation fee, fine, air conditioning fee, water/electricity bill and cleaning fee) within the designated period and by the deadline for overdue payment after a reminder notice from Party A, Party A will prohibit Party B from using dormitory facilities, check on the application submitted by Party B for the final departure from school or any other accommodation, and, if necessary, terminate this contract.
- 二、乙方於終止契約或租用期滿不交還寢室，每逾一日，收住宿費新台幣壹仟元。
- (2)Party B shall leave the bedroom upon the termination of the contract or the expiration of accommodation. Party B will be charged with a fine of NT\$1,000 per day if they continue to use the bedroom after the termination of the contract or the expiration of accommodation.
- 三、乙方經完成床位登記手續與繳費後，於學期入住前辦理退宿，應繳交違約之處理與清潔費用新台幣貳仟元。
- (3)After the administrative procedures of dormitory accommodation are completed, an application for accommodation withdrawal from Part B shall pay the processing fee and cleanup fee of NT2,000 to Part A.
- 四、每學年第1學期自願退宿者，不退還住宿費並加收應繳交違約之處理與清潔費用新台幣貳仟元。
- (3)An application for accommodation withdrawal during the first semester of academic year, will receive no refund from a prior payment for accommodation, and shall pay extra NT2,000 to Part A for the processing fee and cleanup fee.

第十條 租用屆滿或租用終止後，乙方應依甲方規定期限遷離宿舍，將宿舍回復原狀交還甲方，如有任何傢俱、物品遺留寢室或走廊，均視為廢棄物，由甲方全權處理，乙方不得異議或要求任何賠償，並應支付甲方之清潔費用新台幣壹仟元。

Article10 Upon the termination of the contract or the expiration of accommodation, Party B shall leave the dormitory immediately with the bedroom restored to its original condition. Any furniture, objects or items left in the bedroom or in the hallway will be regarded as waste to be disposed by Party A. Party B shall not raise any opposition or request any compensation for items that are thus disposed of, and shall pay a disposal fee of NT\$1,000 to Party A.

第十一條 違反國立嘉義大學學生宿舍管理規則經核定勒令退宿者，除取消在校申請宿舍權及住宿資格，且不退還已繳交之宿舍費外，另得依國立嘉義大學學生獎懲要點議處之。

Article11 A resident who has violated National Chiayi University Student Dormitory Regulations and is ordered to withdraw from dormitory will be disqualified from dormitory accommodation, will receive no refund from a prior payment for accommodation, and shall be disciplined according to National Chiayi University Rules for Student Rewards and Penalties.

借用門禁卡、鑰匙，因故遺失、損壞或未按時歸還者，酌收門禁卡參佰元、鑰匙壹支伍拾元。

A dormitory student who has lost or damaged the access card and keys borrowed from the dormitory or who has failed to have them returned as scheduled will be charged with a processing fee. NT\$ 300 for access card, NT\$ 50 for each key.

冷氣相關設備，因不當使用或人為因素破壞而致損壞，乙方需負責修復，若無法修復，依時價賠償。

Should a breakdown occur to the air-conditioning equipment as a result of inappropriate operations or human errors, Party B shall be responsible for the repair. If it is irreparable, Party B shall make a compensation payment according to the price list attached to this contract.

不論任何原因搬離宿舍，均須完成離宿手續。未於規定期限內完成清點手續者，酌收清潔費新台幣壹仟元。

An inventory of dormitory property shall be undertaken prior to any final departure from the dormitory. Those who fail to complete the property checkup within designated period of time shall pay a cleanup fee of NT\$ 1,000.

因寒、暑假離宿之清點手續(含寢室清潔及清空)，比照前項規定辦理。

An inventory of dormitory property (including dormitory cleanup and clearance) prior to a departure from the dormitory for the summer or winter breaks shall be processed according to the aforementioned rules.

第十二條 其他特約事項：

Article12 Other Matters

一、 同一寢室之承租人互為保證人，對於無法認定違約者之違約事項，室友應負責查明，如無法查明時，由同一寢室的承租人共同分擔。

Residents in the same bedroom shall share the responsibility for a violation when the violator cannot be identified.

二、 乙方需於宿舍進住時填寫學生住宿資料並檢查寢室內財產，如有不符，需於進住當天逕洽宿舍管理員補正，否則視為寢室財物一切正常。

Upon entry into the dormitory, Party B is required to complete the dormitory student information card and check the list of bedroom property. In case of any discrepancy, Party B should check with the dormitory manager for rectification on the date of entry. Otherwise, the list of bedroom property will assumed to be complete and in good condition.

三、 本契約屆滿後，寢室、壁面、套房衛浴清潔乾淨恢復原狀，無法復原依個案實際費用賠償及收取清潔費用新台幣壹仟元。

The surface of the walls inside the bedroom should be restored back to the original status upon the expiration of the contract. The compensation payment for any damage to the wall surface shall be decided on a case-by-case basis and shall pay a cleanup fee of NT\$ 1,000.

第十三條 本契約未詳列事項依「國立嘉義大學學生宿舍管理規則」與「學生宿舍住宿公約」規定辦理。

Article13 Any other matters that are not regulated in this contract shall be dealt with according to National Chiayi University Student Dormitory Regulations and National Chiayi University dormitory code of conduct.

第十四條 本契約採線上簽定，自雙方簽定後生效，若因本契約涉訟時，雙方同意由臺灣嘉義地方法院為第一審管轄法院。

Article14 This contract will be signed online by both parties and come into effect starting from the date of signing. Should this contract involve any lawsuits, both parties agree to appoint the Taiwan Chiayi District Court as the first judicial court.

立約人 Agreed and Accepted by:

甲方 PartA：國立嘉義大學 National Chiayi University

授權代理人 Acting Representative：(生活輔導組組長 Chief of Division of Student Assistance)

乙方 PartB (學生 Student)：

(簽章 Signature)

法定代理人 Signature of Legal Guardian：

學號/系級 Student ID no./Department：

舍別 Dormitory：

寢室/床號 Room no/Bed no：

手機號碼 Mobile Phone：