

# 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】

[Read this contract thoroughly; it concerns your rights and obligations as a dormitory resident]

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 the National Chiayi University Student Dormitory Regulations and the National Chiayi University Dormitory Code of Conduct. Any matters not regulated in this contract, or regarding which there is a dispute, shall be dealt with in accordance with 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, "Party A"), with the Division of Student Assistance, Office of Student Affairs as the unit of administration; and the undersigned dormitory student (hereinafter, "Party B").

第三條 租用宿舍期限

一、自 109 學年度第 1 學期起至 109 學年度第 2 學期止，住宿費用分兩學期繳納(不含寒暑假期間，寒暑假期間如需住宿，須另依學校寒暑假申請公告辦理)。

二、每學期最早可入住時間及最晚須離宿時間悉依每學期「開學進住」及「期末離舍」公告辦理。

Article3 Duration of dormitory accommodation

1. From the first semester to the second semester of the 2020-2021 academic year, the accommodation fee shall be paid once per semester. (This does not include the periods of winter and summer vacation; if accommodation is required during those periods, it must be handled in accordance with the school's accommodation announcements.)
2. The earliest available period of the residency and the latest period of the residency will be executed in accordance with the announcements of the 'check-in' procedure at the beginning of the semester and the withdrawal in the end of the semester.

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 (hereinafter, the "room"; including all furniture and other fixtures and facilities thereof) assigned to Party B, and public

spaces, fixtures, 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。

租賃契約以一年為限，期約中自願退宿者及勒令退宿者：

一、當學期住宿費概不退還，並須繳交住宿契約違約金。違約金為2個月住宿費(已繳交第二學期住宿費者免繳違約金)。

二、取消爾後住宿資格。

三、自願退宿者須檢附家長通知書並簽名。

Article5 The accommodation fees shall be paid according to the dormitory accommodation rates stipulated in compliance with the National Chiayi University Student Dormitory Regulations. The contract period is limited to one year. If there is any voluntary withdrawal or a withdrawal is ordered:

1. The accommodation fee for the semester will not be refunded, and Party B shall pay a penalty for breach of accommodation contract. The penalty shall be equivalent to the fee for 2 months of accommodation. (Those who have paid the second semester accommodation fee are exempt from this penalty.)
2. Party B shall be disqualified from any future accommodation.
3. Those voluntarily withdrawing must present a notice from their parent, signed by the parent.

Article6

Article7

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：

Article8 During the lease period, Party B shall abide by the regulations specified in National Chiayi University Student Dormitory Regulations, and shall refrain from committing any of the following:

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。

1. Without the consent of Party A, Party B shall not sublet, lease, lend, or transfer the accommodation to others, in whole or in part. A violation of this rule will result in automatic termination of this contract, in which case Party B shall leave the dormitory within ten days and be disciplined in accordance with 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。

2. When there is a need to change the fixtures of the room, then once Party B has received consent from Party A, Party B may personally install such fixtures, on the condition that no damage is done to the original structure of the bedroom. Party B shall be responsible for returning the room to its original condition 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。
3. Party B shall comply with the regulations governing the use of public dormitory facilities. Any violations shall be handled in accordance with 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。

Article9 Party B shall use the leased objects and items in an appropriate and respectful fashion. Other than unavoidable disasters and natural wear, Party B shall be held liable for any intentional or unintentional damage to dormitory property. Repairs to the room required due to natural damage shall be the responsibility of Party A. Both parties shall 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：

Article10 Changes and termination of contract

- 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。
1. In the event of study suspension, dropout, transfer, or graduation, Party B's accommodation fees shall be refunded in accordance with the 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。
2. After the administrative procedures for dormitory accommodation are completed, any change or adjustment shall be processed in accordance with the designated regulations published by Party A. After the approval of dormitory accommodations and room assignment by Party A, any application for accommodation withdrawal by Party B shall be processed in accordance with the 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。
3. When residence safety/security are jeopardized due to unavoidable disasters, either party is entitled to terminate the contract immediately. Party B shall move out of the dormitory within the period specified by Party A. Party A shall then, to the best of its abilities, help Party B find alternative accommodation, and shall pay a no-interest refund of the accommodation fee to Party B, in accordance with 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。

4. Any early termination of this contract initiated by Party A as required by special business considerations must be approved by the Student Dormitory Services and Counseling Committee.

第九條 違約之賠償：

Article11 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, processing fee, 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 room upon termination of the contract or the expiration of the accommodation period. Party B will be charged a fine of NT\$1,000 per day if they continue to use the room after termination of the contract or expiration of the accommodation period.
- 三、 租用期間自願退宿者，不退還住宿費。
3. Any voluntary withdrawal of the dormitory during the contract period shall result in no refund given.

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。

Article12 Upon termination of the contract or expiration of accommodation, Party B shall leave the dormitory in accordance with the terms stipulated by Party A, and shall restore the room to Party A in its original condition. Any furniture, objects, or items left in the room or in the hallway will be regarded as discarded, and Party A shall the right to dispose of such. Party B shall not raise any opposition or request any compensation for items that are thus disposed of, and shall pay a cleaning 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。

Article13 A resident who has violated the National Chiayi University Student Dormitory Regulations and is ordered to withdraw from the dormitory shall be disqualified from future dormitory accommodation, will receive no refund for prior payments for accommodation, and shall be disciplined in accordance with the 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 dormitory access card or keys, or who has failed to return them as scheduled, may be charged a processing fee of NT\$300 for an access card, and 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 error, Party B shall be responsible for the repair. If it is irreparable, Party B shall make a compensation payment in accordance with the current market rate.

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 the designated period shall pay a cleaning 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。

Any inventory of dormitory property (including room cleaning and clearance) prior to a departure from the dormitory for the summer or winter breaks shall be processed in accordance with the aforementioned rules.

## 第十二條 其他特約事項：

### Article14 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。
1. Residents of the same room shall be each other's guarantors. When any violation occurs for which the violator is unclear, the roommates shall be responsible for ascertaining the truth; if they are unable to do so, all contract signatories from the same room shall share responsibility.
- 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。
2. Upon entry into the dormitory, Party B is required to complete the dormitory student information card and check the list of room property. In case of any discrepancy, Party B shall check with the dormitory manager for rectification on the date of entry. Otherwise, the room property shall be deemed 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。
3. The room, all surfaces of the walls inside the room, and any suite bathroom(s) shall be restored to their original state upon the expiration of the contract. In the event of inability to restore such to their original state, compensation liability shall be decided

on a case-by-case basis, and an additional cleaning fee of NT\$1,000 shall be assessed.

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。

Article15 Any matters not specified in this contract shall be dealt with in accordance with the National Chiayi University Student Dormitory Regulations and the National Chiayi University Dormitory Code of Conduct.

第十四條 本契約採紙本簽定，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。

Article16 This contract shall be signed in hard copy by both parties and shall take effect upon signing. Should this contract involve any lawsuits, both parties agree to appoint the Taiwan Chiayi District Court as the court of jurisdiction.

立約人 Agreed and accepted by:

甲方 Party A：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 Student Assistance Division)

乙方 Party B (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：