

Review right of contract 契約審閱權

The Contract has been review by Lessee on ___ D / M / Y for ___ days
(Contract review duration needs three days at least)

本契約於中華民國___年___月___日經承租人攜回 審閱___日 (契約審閱期間至少三日)

Signature and seal of Lessee 承租人簽章：

Signature and seal of Lessor 出租人簽章：

Kaohsiung Medical University Tenancy Agreement

高雄醫學大學 房屋租賃契約書

This Tenancy Agreement (the "Agreement") is made between _____ (the "Landlord") and _____ (the "Tenant").

Whereas, the house owner as well as sublessor, who shall present the certificate that the original owner agrees to sublease. The Tenant intends to lease from the Landlord the "Premises" (defined herein below) and the Landlord agrees to lease to the Tenant the "Premises" in accordance and under the terms and conditions set forth herein. NOW, THEREFORE, the parties hereby agree as follows:

立契約書人承租人，出租人【為所有權人轉租人(應提示經原所有權人同意轉租之證明文件)】茲為房屋租賃事宜，雙方同意本契約條款如下：

Article 1 第一條

Premises: House Nameplate 房屋租賃標的

1. House Indication 房屋標示

(1) Door Plate: County (city) Village (Township, Town and District) Street (Road) Section Lane Alley Number Floor (based on the Section, Small Section and Lot Number) 門牌_____縣(市)_____鄉(鎮、市、區)_____街(路)___段___巷___弄___號___樓。

(2) Scope of Tenancy 租賃範圍

(a) The whole part of the house: The ___ Floor with ___ rooms _____ for No. ___ Room 房屋全部 部分：第___層房間___間第___室。

(b) Parking space 車位：

Cateogry and number of parking space 車位種類及編號：_____

(3) Rental ancillary equipment 租賃附屬設備：

In addition to enclosing the auxiliary equipment list, please refer the details of Leasing Premises Current Status Confirmation. 詳如後附房屋租賃標的現況確認書。

Article 2 Term of Agreement 第二條 租賃期間

The term of the Contract shall be commenced on DD/MM/YYYY _____ and expired on DD/MM/YYYY _____ 租賃期間自民國 年 月 日起至民國 年 月 日止。

Article 3 Rental and Payment 第三條 租金約定及支付

The Tenant shall pay for the rental of NTD (the same as follows) _____ and pay for ___ months of rentals for each period. Besides, the Tenant shall be due and payable before DD/MM monthly without postpone and deny by any reasons. The Landlord shall not ask for adjustment of rentals at will. Payment method of rental: by cash by transfer: Bank: _____ Account Name: _____, Account number: _____ Others: _____ 承租人每月租金為新臺幣 _____ 元整，每期應繳納 ___ 個月租金，並於每 月 期 ___ 日前支付，不得藉任何理由拖延或拒絕；出租人亦不得任意要求調整租金。租金支付方式：現金繳付 轉帳繳付：金融機構： _____，戶名： _____，帳號： _____。
其他： _____。

Article 4 Deposit and Return 第四條 擔保金(押金)約定及返還

The deposit parties shall be ___months of rentals for NTD_____ (The maximum shall not over the total of 2 months of rentals). The Tenant shall pay the deposit to the Landlord when entering into the agreement. Except for the situations in Paragraph 3, Article 11, Paragraph 4 Article 12, Paragraph 2, Article 16, the Landlord shall return the deposit at the time of the expiration of tenancy or termination of the agreement upon the Tenant returns the house. 擔保金（押金）由租賃雙方約定為___個月租金，金額為 元整(最高不得超過二個月房屋租金之總額)。承租人應於簽訂本契約之同時給付出租人。前項擔保金（押金），除有第十一條第三項、第十二條第四項及第十六條第二項之情形外，出租人應於租期屆滿或租賃契約終止，承租人交還房屋時返還之。

Article 5 Relevant costs for the agreement term 第五條 租賃期間相關費用之支付

The relevant costs for using the house in the term of the agreement. 租賃期間，使用房屋所生之相關費用

1. Administration fee 管理費:

Borne by the Tenant 由出租人負擔。

Borne by the Landlord. 由承租人負擔。

NTD_____ per month for the house.

If the expense increases in case that the cause which is unattributable to the both Parties during the term of lease, the Tenant shall bear 10% of additional part, while the expense decreases thereof, the Tenant shall bear the total amount deducted for the decreased part. 租賃期間因不可歸責於雙方當事人之事由，致本費用增加者，承租人就增加部分之金額，以負擔百分之十為限；如本費用減少者，承租人負擔減少後之金額。

2. Water bill 水費：

Borne by the Landlord. 由出租人負擔

Borne by the Tenant. 由承租人負擔。

Others 其他：_____。(for example, NTD _____ per degree)。(例如每度 元整)

3. Electricity Bill 電費：

Borne by the Landlord 由出租人負擔

Borne by the Tenant 由承租人負擔。

Others: 其他_____。(for example, NTD _____per degree)。(例如每度 元整)

4. Gass Bill 瓦斯費：

Borne by the Landlord 由出租人負擔。

Borne by the Tenant. 由承租人負擔。

Others 其他：_____。

5. Other expenses and other payment methods. : __。其他費用及其支付方式：_____。

Article 6 Tax Bearing Agreement 第六條 稅費負擔之約定

The lease contract related taxes, agency fees will be handled according to the following agreement: 本租賃契約有關稅費、代辦費，依下列約定辦理：

1. House tax, land value tax borne by the Landlord. 房屋稅、地價稅由出租人負擔。

2. Stamp tax for receipts for monetary payments shall be borne by the Landlord. 銀錢收據之印花稅由出租人負擔。

3. Other tax fee and payment method: _____ 其他稅費及其支付方式：_____。

Article 7 Restrictions on the Use of Houses 第七條 使用房屋之限制

The house is for residential use. Unless otherwise obtaining the consent of the Landlord, it shall not change the use. 本房屋係供住宅使用。非經出租人同意，不得變更改用途。

The Tenant shall abide by the household code and do not use it illegally or store explosive or flammable items that affect public safety. 承租人同意遵守住戶規約，不得違法使用，或存放有爆炸性或易燃性物品，影響公共安全。

The Landlord agrees / disagree to sublease, lend out or other methods the whole or part of house for the use of others or transfer the lease right to others. Unless otherwise the Tenant can present the sublease consent certificate of the Landlord on occasion that the Landlord agrees on sublease. 出租人同意不同意將本房屋之全部或一部分轉租、出借或以其他方式供他人使用，或將租賃權轉讓於他人。前項出租人同意轉租者，承租人應提示出租人同意轉租之證明文件。

Article 8 Renovation and modification 第八條 修繕及改裝

When it is necessary to repair for the damaged part of houses or ancillary equipment, the Landlord shall be responsible for repair. However, it is not subject to the limits where other agreement, habit of both parties of premises or attributable causes. On occasion that the Landlord is responsible to renovation, the when the Landlord fails to conduct repair within a certain duration specified by the Tenant, the Tenant may conduct repair on his/her own and request the Landlord to compensate the fee or deduct it form the rent stipulated in Article 3.

When it is necessary to modify the facility of house, the Tenant may install and conduct modification on his/her own according to relevant regulations upon the consent of the Tenant. However, it shall not impair the safe structure of original building. When the Tenant returns the house in the preceding situation, it shall be responsible to return the house with

original condition/current status. /Other_____. 屋或附屬設備損壞而有修繕之必要時，應由出租人負責修繕。但租賃雙方另有高醫房屋租賃契約書範本-高醫新版本.docx 4 約定、習慣或可歸責於承租人之事由者，不在此限。前項由出租人負責修繕者，如出租人未於承租人所定相當期限內修繕時，承租人得自行修繕並請求出租人償還其費用或於第三條約定之租金中扣除。房屋有改裝設施之必要，承租人應經出租人同意，始得依相關法令自行裝設，但不得損害原有建築之結構安全。前項情形承租人返還房屋時，應負責回復原狀現況返還其他_____

Article 9 Liability of the Tenant 第九條 承租人之責任

The Tenant shall keep the house with the care of the good manager, In the event that the house is damaged or lost due to breach of the obligation thereof, the Tenant shall be liable for the damage. However, it is not subject to the limits of damage or loss of house caused based on the agreed method or use and beneficial use according to the character of the house. 承租人應以善良管理人之注意保管房屋，如違反此項義務，致房屋毀損或滅失者，應負損害賠償責任。但依約定之方法或依房屋之性質使用、收益，致房屋有毀損或滅失者，不在此限。

Article 10 Loss of Part of House 第十條 房屋部分滅失

Where a part of house lost due to the cause unattributable to the Tenant under the existing

relationship of tenancy, the Tenant may ask for reducing the rent in terms of the lost part.

租賃關係存續中，因不可歸責於承租人之事由，致房屋之一部滅失者，承租人得按滅失之部分，請求減少租金。

Article 11 Early termination of the Tenancy 第十一條 提前終止租約

Both parties of the premise shall/shall not terminate the Contract before the expiration of the Contract. Once it terminates the Contract according to the agreement, one party shall notify the other party one month/__ months prior to the termination. Once one party directly terminates the Contract without notification to the other party, it shall compensate ___ months of rent (not exceeding one month) to other party.

The default fee that shall compensate by the Tenant may be deducted from the guaranty fee(deposit). Before the expiration of the Contract, when it terminates according to Paragraph 2, the rent received by the Landlord in advance shall be returned to the Tenant accordingly. 本契約於期限屆滿前，租賃雙方得不得終止租約。依約定得終止租約者，租賃之一方應於一個月 前__個月前通知他方。一方未為先期通知而逕行終止租約者，應賠償他方__個月(最高不得超過一個月)租金額之違約金。前項承租人應賠償之違約金得由第四條之擔保金(押金)中扣抵。租期屆滿前，依第二項終止租約者，出租人已預收之租金應返還予承租人。

Article 12 Return of House 第十二條 房屋之返還

Upon the expiry of the tenancy or the tenancy contract is terminated, the Tenant shall return the house to the Landlord and transfer the household register or other registrations to another place. 租期屆滿或租賃契約終止時，承租人應即將房屋返還出租人並遷出戶籍或其他登記。

For the return of house in the preceding paragraph, it shall be checked the current status of house and handed over the equipment and house by both parties of tenancy in person. It shall be deemed as completion of check and hand over if one party is still not showing up even after a period of peremptory call. 前項房屋之返還，應由租賃雙方共同完成屋況及設備之點交手續。租賃之一方未會同點交，經他方定相當期限催告仍不會同者，視為完成點交。

Once the Tenant returns the house without complying with the agreement of first paragraph, the Landlord shall ask the Tenant to pay the equivalent amount of rent for the period that the Tenant occupied the house without paying rent, and the Landlord may ask for one time of the equivalent rent (computed based on daily rent if it has not reached to a month) as the default fine till the Tenant returns the house. 承租人未依第一項約定返還房屋時，出租人得向承租人請求未返還房屋期間之相當月租金額外，並得請求相當月租金額一倍(未足一個月者，以日租金折算)之違約金至返還為止。

Concerning the relevant expenses that the Tenant fails to pay up, the Landlord may deduct it from the guaranty money(deposit). 前項金額及承租人未繳清之相關費用，出租人得由第四條之擔保金(押金)中扣抵。

Article 13 Transfer of House Ownership 第十三條 房屋所有權之讓與

After the Landlord hand over the house to the Tenant as in occupation, even the ownership of house is transferred to the third party, the Contract still takes effect on the transferee. 出租人於房屋交付後，承租人占有中，縱將其所有權讓與第三人，本契約對於受讓人仍繼續存在。

In the preceding situation , the Landlord shall hand over the guaranty money(deposit) and rent received in advance to the transferee and notify the Tenant in writing. 前項情形，出租人應移交擔保金（押金）及已預收之租金與受讓人，並以書面通知 承租人。

If the Contract has not been notarized, if the period of the Contract is over 5 years or without duration specified, the agreement of preceding two paragraphs shall not apply. 本契約如未經公證，其期限逾五年或未定期限者，不適用前二項之約定。

Article 14 Termination of the Contract from The Landlord 第十四條 出租人終止租約

The Landlord shall terminate the Contract in the event of any situation as follows occurring on the Tenant 承租人有下列情形之一者，出租人得終止租約：

- 1.The total amount of delay rent has reached for two months and the Tenant does not pay after a certain peremptory call. 遲付租金之總額達二個月之金額，並經出租人定相當期限催告，承租人仍不為支付。
2. Use upon violation of the Article 7 違反第七條規定而為使用。
3. Use upon violation of Paragraph 3, Article 8 違反第八條第三項規定而為使用。
- 4.The amount of management fee owe or other expenses due has reached two months of rent where the Tenant does not pay after a certain period of peremptory call 積欠管理費或其他應負擔之費用達相當二個月之租金額，經出租人定相當期限催告，承租人仍不為支付。

Article 15 Termination of the Tenant 第十五條 承租人終止租約

Once the Landlord meets with the following situations, the Tenant may terminate the Contract . 出租人有下列情形之一者，承租人得終止租約：

- 1.Then Landlord fails to repair the damaged house with essential repair demand and still not complete the repair after a certain duration of interpellation. 房屋損害而有修繕之必要時，其應由出租人負責修繕者，經承租人定相當期 高醫房屋租賃契約書範本-高醫新版本.docx 5 限催告，仍未修繕完畢。
- 2.When the agreement of reducing rent is unable to be reached under the situations of Article 10 or the remainder of the house is unable to complete the purpose of tenancy. 有第十條規定之情形，減少租金無法議定，或房屋存餘部分不能達租賃之目的。
- 3.When the house is endangering of the flaw of safety or health of the Tenant or his/her cohobitees. 房屋有危及承租人或其同居人之安全或健康之瑕疵時。

Article 16 Treatment of Remedy 第十六條 遺留物之處理

When the tenancy expires or the tenancy contract is terminated, the remnant of the Tenant shall be dealt with in the following manner: 租期屆滿或租賃契約終止後，承租人之遺留物依下列方式處理：

- 1.To be handled by the Landlord after the Tenant returns the house 承租人返還房屋時，任由出租人處理。
- 2.To be deemed as abandoned and handled by the Landlord when the Tenant 承租人未返還房屋時，經出租人定相當期限催告搬離仍不搬離時，視為廢棄物任由出租人處理。
does not move out after a certain period of peremptory call upon failing to return the house. The necessary fee for remnant of the preceding paragraph will be deducted from the guaranty money(deposit) first and the Landlord shall as the Tenant to pay for insufficient amount if any. 前項遺留物處理所需費用，由擔保金(押金)先行扣抵，如有不足，出租人得向承租人請求給付不足之費用。

Article 17 Notice of arrival and delivery 第十七條 通知送達及寄送

Unless otherwise agreed by this contract, the notice between the Landlord and the Tenant will be conducted by mailing based on the recorded address of the Contract. The mailing methods may cover e-mail SMS Other__ (shall be conducted with sending by post if no agreed notification method herewith). Once the address is changed without notifying other party or the notice is unable to arrive (rejection to reception included) due to ____, it shall presume the arrival date as the first mailing by post or notifying date from the other party. 除本契約另有約定外，出租人與承租人雙方相互間之通知，以郵寄為之者，應以本契約所記載之地址為準；並得以電子郵件 簡訊 其他__方式為之(無約定通知方式者，應以郵寄為之)；如因地址變更未通知他方或因__，致通知無法到達時(包括拒收)，以他方第一次郵遞或通知之日期推定為到達日。

Article 18 Treatment of Doubt 第十八條 疑義處理

The terms of this contract should be interpreted in favor of the Tenant in the event that there is any doubt. 本契約各條款如有疑義時，應為有利於承租人之解釋。

Article 19 The validity of the Contract and its Related Attachments 第十九條 契約及其相關附件效力

The Contract will be entered into force from the Contract date and both sides hold a copy of the original contract each. This contract advertisement and related attachments are deemed to be part of this contract herein. The rights and obligations set forth in this contract shall be effective for the successors of both parties. 本契約自簽約日起生效，雙方各執一份契約正本。本契約廣告及相關附件視為本契約之一部分。本契約所定之權利義務對雙方之繼受人均有效力。

Article 20 Disposal of Unsettled Matters 第二十條 未盡事宜之處置

This contract shall be settled in accordance with the relevant laws and regulations, customs, under equality and mutual benefit and good faith. 本契約如有未盡事宜，依有關法令、習慣、平等互惠及誠實信用原則公平解決之。

Leasing Premises Current Status Confirmation 房屋租賃標的現況確認書

Fill-in Date DD/MM/YYYY 填表日期 年 月 日

Item 項次	Content 內容	Remark 備註說明
1	<input type="checkbox"/> Yes <input type="checkbox"/> No Includes unregistered alteration , improvement, addition, unauthorized construction part. <input type="checkbox"/> 有 <input type="checkbox"/> 無包括未登記之改建、增建、加建、違建部分：	In case of unauthorized construction (building without applying for addition, improvement) , Tenant shall make an illustration clearly for providing sufficient recognition about the building that it will be dismantled any time or other danger to the Tenant. 若為違建 (未依法申請增、加建之 建物) ，出租人應確實加以說明，使 承租人得以充分認知此範圍之建物 隨時有被拆除之虞或其他危險。
2	Type of Building : ____ 。建物型態：____ 。 Building current status layout : Bedrooms Living Room Bathroom <input type="checkbox"/> Yes <input type="checkbox"/> No compartment 建物現況格局：__房(間、室)__廳__衛 <input type="checkbox"/> 有 <input type="checkbox"/> 無隔間。	1、Type of Building 建物型態： (1)General building : Town house, villa(independent ownership, non-joint ownership space) 。一般建物：透天厝、別墅(單獨所有權無共有部分)。 (2)All building divided into 區分所有建物：Apartment(5-floor/or under 5-floor building without elevator), town house, shop front(store), residential building or composite building (11-floor or above 11-floor building with an elevator) 、Mansion(10-floor or under 10-floor building with an elevator), suite(1 bedroom, 1 living room, and 1 bathroom) etc. : 公寓(五樓含以下無電梯)、透天厝、店面 (店鋪) 、住宅或複合型大樓(十一層含以上有電梯)、華廈(十層含以下有電梯)、套房(一房、一廳、一衛)等。
3	Category of Parking lot 車位類別 <input type="checkbox"/> Car 汽車 <input type="checkbox"/> Scooter 機車 No. : ____ 編號 : __號。	
4	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know whether it has fire facilities, 是 <input type="checkbox"/> 否 <input type="checkbox"/> 不知有消防設施 the item is (1)____ (2)____ (3)_____ if any.若有，項目是(1)__(2)__(3)___	
5	Water supply and drainage <input type="checkbox"/> Yes <input type="checkbox"/> No Normal or not? 供水及排水 <input type="checkbox"/> 是 <input type="checkbox"/> 否正常。	
6	<input type="checkbox"/> Yes <input type="checkbox"/> No Apartment code attached. <input type="checkbox"/> 是 <input type="checkbox"/> 否有公寓大廈規約 <input type="checkbox"/> Yes <input type="checkbox"/> No To attach building code if any. 若有， <input type="checkbox"/> 有 <input type="checkbox"/> 無檢附規約。	

7	<p>The ancillary equipment items are as follows 附屬設備項目如下:</p> <p><input type="checkbox"/>TV 電視__ sets <input type="checkbox"/>TV cabinet 電視櫃__ sets</p> <p><input type="checkbox"/>Sofa set 沙發組__ sets <input type="checkbox"/>Coffee table 茶几__ sets</p> <p><input type="checkbox"/>Dining table 餐桌__ sets <input type="checkbox"/>Dinette 餐桌椅__ sets</p> <p><input type="checkbox"/>Shoe cabinet 鞋櫃__ sets <input type="checkbox"/>Table lamp 桌燈__ sets</p> <p><input type="checkbox"/>Refrigerator 冰箱__ sets <input type="checkbox"/>Washing machine 洗衣機__ sets <input type="checkbox"/>Bookcase 書櫃__ sets <input type="checkbox"/>Bed Headboard 床組(頭)__ sets <input type="checkbox"/>Wardrobe 衣櫃__ sets</p> <p><input type="checkbox"/>Dressing table 梳妝台__ sets <input type="checkbox"/>Desk 書桌__ sets</p> <p><input type="checkbox"/>Chair__ sets <input type="checkbox"/>eSecurity facilities 電子保全設施__ sets <input type="checkbox"/>Microwave oven 微波爐__ sets</p> <p><input type="checkbox"/>Air conditioning 冷氣__ sets <input type="checkbox"/>Ventilator 排油煙機__ sets <input type="checkbox"/>Gas stove 瓦斯爐__ sets</p> <p><input type="checkbox"/>Water heater 熱水器__ sets <input type="checkbox"/>Natural Gas 天然瓦斯__ sets <input type="checkbox"/>Electric fan 電扇__ sets</p> <p><input type="checkbox"/>Dehydrator 脫水機__ sets <input type="checkbox"/>Drinking fountain 飲水機__ sets</p> <p>other:</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p> <p>8.</p> <p>9.</p> <p>10.</p>	<p>Remark(Is there an accessory device in the ancillary equipment?)</p> <p>備註(附屬設備瑕疵情况等)</p>
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Landlord 出租人：_____ (Signature & Seal) (簽章)

Tenant 承租人：_____ (Signature & Seal) (簽章)

Real Estate Broker 不動產經紀人：_____ (Signature & Seal) (簽章)

Date 簽章日期：_DD_ /_MM_ /_YYYY_ 年_ 月_ 日

Attachments 附件

- Copy of building ownership certificate 建物所有權狀影本
- Copy of occupation permit 使用執照影本
- Copies of ID card of both parties. 雙方身分證影本

Contractor/Landlord 立契約書人:

Name/Title 姓名(名稱) : Signature & Seal 簽章
ID card Number 統一編號 :
Domicile 戶籍地址 :
Mailing address 通訊地址 : Tel 聯絡電話 :
Person in charge 負責人 : Signature & Seal 簽章
ID card number 統一編號 :
E-mail 電子郵件信箱 :

Tenant 承租人 :

Name/Title 姓名(名稱) : Signature & Seal 簽章
ID card number 統一編號 :
Domicile 戶籍地址 : :
Mailing address 通訊地址 :
Tel 聯絡電話 :
E-mail 電子郵件信箱 :

Guarantor 保證人 :

Name/Title 姓名(名稱) : Signature & Seal (簽章)
ID card number 統一編號 :
Domicile 戶籍地址 :
Mailing Address 通訊地址 :
Tel 聯絡電話 :
E-mail 電子郵件信箱 :

DD/ MM/YYYY 中華民國 年 月 日