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(基 地坐落\_\_段\_\_小段\_\_地號。)

(2)Building number for the exclusive part , scope of premises with the surface area for a total of \_\_\_\_\_\_square meters. 專有部分建號\_\_，權利範圍 ，面積共計 平方公尺。

(a)Purpose and surface area of main building主建物面積：\_\_Floors\_\_square meters，\_\_floor\_\_square meters, \_\_floor\_\_square meters for a total of \_\_square meters with purpose of\_\_\_\_ \_\_層\_\_平方公尺，\_\_層\_\_平方公尺，\_\_層\_\_平方公尺共 計\_\_平方公 尺，用途\_\_。

(b)Purpose and of surface area of \_\_\_\_\_square meters of ancillary building. 附屬建物用途\_\_，面積\_\_平方公尺

(3)Building number of common part , scope of premises, area in procession of square meters共有部分建號\_\_\_\_\_\_，權利範圍\_\_\_\_\_\_，持分面積\_\_\_\_\_\_平方公尺。

(4) □Yes □No Setup of other rights, if any, category of right： □有□無設定他項權利，若有，權利種類：\_\_\_\_\_\_\_\_。

(5) □Yes□No None of registration of foreclosure□有□無查封登記。

2. Scope of Tenancy租賃範圍

 (1)The whole part of the house: The Floor□with \_\_ rooms for No. Room,with the surface area of \_\_\_\_square meters (The premises scope as marked on 「House Location and Layout Diagrammatic Sketch房屋□全部□部分：第\_\_層□房間 間□第 室，面積\_\_平方公尺(如「房 屋位置格局示意圖」標註之租賃範圍)。

 (2)Parking space車位：

(a)Cateogry and number of parking space車位種類及編號：Floor (Basement) \_\_□Plane parking space □ Mechanical parking spaces system, with Number \_\_ parking spacefor ＿(Number of parking space) 地上(下）第\_\_層□平面式停車位□機械式停車位，編號第\_\_號車位 ＿個。

(b)Use time使用時間：□Whole day□Daytime□Nighttime□Others (unnecessary to fill in for the case of N/A) □全日□日間□夜間□其他\_\_\_。(如無則免填)

(3)Rental ancillary equipment租賃附屬設備：

□Yes□None of Auxiliary equipment, in addition to enclosing the auxiliary equipment list, please refer the details of Leasing Premises Current Status Confirmation. □有□無附屬設備，若有，除另有附屬設備清單外，詳如後附房屋租賃 標的現況確認書。

(4)Others其他：

**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(下同) 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. □由承租人負擔。

NTD\_\_\_per month for the parking space. 停車位每月\_\_\_\_\_元整。

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。

□Others其他 。

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：

□Borne by the Landlord由出租人負擔

□Borne by the Tenant由承租人負擔。

□Others: 。( for example, NTD\_\_ per degree) 其他：\_\_\_\_\_\_。(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. Signing agency fee NTD\_\_\_\_簽約代辦費 元

□Borne by the Landlord。□由出租人負擔。

□Borne by the Tenant。□由承租人負擔。

□Borne by both parties evenly。□由租賃雙方平均負擔。

□Other其他：

4.Notarial fee NTD 公證費 元

□Borne by the Landlord。□由出租人負擔。

□Borne by the Tenant。□由承租人負擔。

□Borne by both parties evenly。□由租賃雙方平均負擔。

□Other其他：

5.Notarial Agency fee NTD\_\_\_\_\_公證代辦費 元

□Borne by the Landlord。□由出租人負擔。

□Borne by the Tenant。□由承租人負擔。

□Borne by both parties evenly。□由租賃雙方平均負擔。

□Other其他： 。

6 . 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 mask 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 reminder 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 cohabitees. 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 Other Conventions**第十九條 其他約定

Both parties agree that to □ghandle notarization / □not handle notarization. Both parties of the premise disagree / agree the following events shall be specifically recorded on the notarial deed to be compulsory enforced once the Contract to be handled with notarization. 本契約雙方同意□辦理公證□不辦理公證。 本契約經辦理公證者，租賃雙方□不同意；□同意公證書載明下列事項應逕受強制執行：

1.The Tenant does not return the house upon the expiration of the term of the tenancy承租人如於租期屆滿後不返還房屋。

2.The amount of the unpaid rent, the management fee paid by the Landlord for surrogating the Tenant or the amount due upon the default. 承租人未依約給付之欠繳租金、出租人代繳之管理費，或違約時應支付之 金額。

3.The whole or part of guarantee (deposit) that shall be returned upon the expiration of the tenancy or the termination of the Contract from the Landlord 出租人如於租期屆滿或租賃契約終止時，應返還之全部或一部擔保金（押 金）。

Where the notarial deed specifies the money debit to be compulsory enforced, the effect of Sub-paragraph\_\_of the preceding later paragraph will be taken on the Guarantor as well. 公證書載明金錢債務逕受強制執行時，如有保證人者，前項後段第\_\_款之效力及 於保證人。

**Article 20 Dispute Resolution** 第二十條 爭議處理

The dispute occurring between the parties shall be dealt with in the following manner: 因本契約發生之爭議，雙方得依下列方式處理：

1.Applies for mediation of Real Estate Disputes Mediation Committee of the Municipality county (city) where the house located in. 向房屋所在地之直轄市、縣（市）不動產糾紛調處委員會申請調處。

2.Applies for mediation of mediation to consumer dispute mediation committee of the municipalities or counties (cities) 向直轄市、縣（市）消費爭議調解委員會申請調解。

3.Applies for mediation of the Township (District) Mediation Committee向鄉鎮市(區)調解委員會申請調解。

4. Applies for the mediation or an action to the court where the house is located向房屋所在地之法院聲請調解或進行訴訟。

**Article 21 The validity of the Contract and its Related Attachments**第二十一條 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 22 Disposal of Unsettled Matters** 第二十二條 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。

# 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

□Copy of Guarantor’s ID card. 保證人身分證影本

□Authorized agent signing consent授權代理人簽約同意書

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

□Ancillary equipment list附屬設備清單

□ House Location and Layout Diagrammatic Sketch房屋位置格局示意圖

□Others（Result map of building survey，Current status of indoor space）其他（測量成果圖、室內空間現狀照片）

# ContractorLandlord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

**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 | □Yes□No Includes unregistered alteration , improvement, addition, unauthorized construction part.□有□無包括未登記之改建、增建、加建、 違建部分：□Foor 1 square meters□Floor square meters□壹樓\_\_平方公尺□\_\_樓\_\_平方公尺。□Cockloft square meters □Others square meters□頂樓\_\_平方公尺□其他\_\_平方公尺。 | 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 □Yes□No compartment建物現況格局：\_\_房(間、室)\_\_廳\_\_衛□有□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), business office building, 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）、辦公商業大樓、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)Other special building其他特殊建物：such as factory, administrative office, grange, storehouse and so on. 如工廠、廠 辦、農舍、倉庫等型態。2、Current layout (such as number of bedroom, living room and bathroom, and whether it has compartment or not)。現況格局(例如：房間、廳、衛 浴數，有無隔間)。 |
| 3 | Category of Parking lot□ategory of Parking lotplane ry of machine machinery f arking lotery inery f arking lotces inery f arking lot □Others車位類別□坡道平面□升降平面□坡道機 械□升降機械□塔式車位□一樓 平面□其他\_\_。No.：□Yes□No Independent ownership certificate□Yes□No Separate control agreement and drawings attached/編號：\_\_號□有□無獨立權狀。□有□無檢附分管協議及圖說。 |  |
| 4 | □Yes□No □Don’t know whether it has fire facilities, the item is \_\_\_\_\_\_\_\_ (1) (2) (3) if any. □是□否□不知有消防設施，若有，項目： (1)\_\_\_\_(2)\_\_\_\_(3)\_\_\_\_。 |  |
| 5 | Water supply and drainage □Yes□No Normal or not? 供水及排水□是□否正常。 |  |
| 6 | □Yes□No Apartment code attached. □是□否有公寓大廈規約□Yes□No To attach building code if any. 若有，□有□無 檢附規約。 |  |
| 7 | The ancillary equipment items are as follows附屬設備項目如下:□he ancisets□etsancillary eqsets etsancillary equipment items are sets etsancillarsets etsancillary sets etShoe cabinet \_\_ sets etsinetllarysets etsinetllary equipment items are as sets etWashing machine \_\_ sets items are assets □eBed Headboard \_\_sets dboard \_\_ sets items are as follows: sets dboard \_\_ sets items arCabinet \_\_ sets etTelephone \_\_ sets□eSecurity facilities\_\_\_sets \_Microwave oven\_\_\_\_sets□ Dishwasher\_\_\_\_sets□\_\_\_sconditioner\_\_\_sets \_\_Kitchen Ventilator\_\_\_\_sets eKitchen counter\_\_\_\_\_sets ouGas stove \_\_ \_ Natural Gas\_\_\_\_sets□ other\_\_\_\_□電視\_\_台□電視櫃\_\_件□沙發\_\_組□茶 几\_\_件□餐桌\_\_張□餐桌椅\_\_張□鞋櫃\_\_ 件□窗簾\_\_組□燈飾\_\_件□冰箱\_\_台□洗 衣機\_\_台□書櫃\_\_件□床組(頭)\_\_件□衣 櫃\_\_組□梳妝台\_\_件□書桌椅\_\_張□置物 櫃\_\_件□電話\_\_具□保全設施\_\_組□微波 爐\_\_台□洗碗機\_\_台□冷氣\_\_台□排油煙 機\_\_台□流理台\_\_件□瓦斯爐\_\_台□熱水 器\_\_台□天然瓦斯□其他\_\_。 |  |
| 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 |

**Notices upon Conclusion of the Contract**簽約注意事項

**1.Application Scope**適用範圍

For the purpose of leasing house as the model tenancy contract, it refers to for the residential use of the Tenant and provides consumers and enterprise operators to enter into a tenancy contract as a reference. 本契約書範本之租賃房屋用途，係由承租人供作住宅使用，並提供消費者與企業經 營者簽訂房屋租賃契約時參考使用。

**2.Review Right of the Contract.** 契約審閱權

When the Tenant is a business operator, is shall have a reasonable period of 30 days to provide the Tenant to review and entire articles and content before entering into the standard form contract. It shall be void if the Tenant waive the preceding right due to the standard form contract submitted by the Landlord. In case that the review period as the Item 1 is not provided when the stand form contract made between the Landlord and the Tenant, the article does not constitute the content of the Contract. However, the Tenant may claim that this article constitutes the content of the Contract( According to Paragraph 1-3, Article 11-1, Consumer Protection Act) 房屋出租人為企業經營者，其與承租人訂立定型化契約前，應有三十日以內之合理 期間，供承租人審閱全部條款內容。 出租人以定型化契約條款使承租人拋棄前項權利者，無效。 出租人與承租人訂立定型化契約未提供第一項之契約審閱期間者，其條款不構成契 約之內容。但承租人得主張該條款仍構成契約之內容。（消費者保護法第十一條之 一第一項至第三項）

**3 .The meaning of Tenancy**租賃意義

 Tenancy is based on the agreement of both parties; one party transfer the beneficial use of lease holds to the other party, and the other party pay the rent. (Article 421, Civil Code). When the parties agree on the subject matter and the rent, the tenancy contract shall be established. In order to have a clear understanding about self-position and right and obligation, the rent payer is called as the Tenant, and the party who transfer its lease holds is called as “the Landlord” 稱租賃者，謂當事人約定，一方以物租與他方使用收益，他方支付租金之契約(民 法第四百二十一條)。當事人就標的物及租金為同意時，租賃契約即為成立。為使 租賃當事人清楚了解自己所處之立場與權利義務關係，乃簡稱支付租金之人為承租 人，交付租賃標的物之人為出租人。

# 4. Subject of Premise房屋租賃標的

(1) For the scope of the tenancy is registered, the record on the register book shall prevail. In case of unregistered one, the housing tax certificate or the actual mapping results shall prevail. 房屋租賃範圍屬已登記者，以登記簿記載為準；未登記者以房屋稅籍證明或實 際測繪結果為準。

(2) On occasion that the scope of the tenancy does not include the whole part,(such as some suites or rooms on part of floor), the Landlord shall show “House Location and Layout Diagrammatic Sketch” marked with the scope of the tenancy to ensure the actual location and scope of tenancy.The issued by the lessor to indicate the location or scope of the actual housing lease. 房屋租賃範圍非屬全部者(如部分樓層之套房或雅房出租)，應由出租人出具「房 屋位置格局示意圖」標註租賃範圍，以確認實際房屋租賃位置或範圍。

(3) In order to avoid the different cognitive differences toward whether the tenancy contains unregistered alteration, improvement, addition, and unauthorized construction parts or other ancillary equipment such as air -conditioning, furniture and others, it shall be referred to the attachment of the model contract of “Leasing Premises Current Status Confirmation” for mutual confirmation of the premisers to avoid disputes. 為避免租賃雙方對於租賃房屋是否包含未登記之改建、增建、加建及違建部分， 或冷氣、傢俱等其他附屬設備認知差異，得參依本契約範本附件「房屋租賃標 的現況確認書」，由租賃雙方互為確認，以杜糾紛。

(4) When the Tenant moves into the house, it may ask the Landlord to come together for checking the current status of equipment in the room and taking pictures for evidence. Once there is any ancillary equipment, it shall be listed in a table as a reference used for the original status when returning the rental house. 承租人遷入房屋時，可請出租人會同檢查房屋設備現況並拍照存證，如有附屬 設備，並得以清單列明，以供返還租屋回復原狀之參考。

**5. Term of Tenancy**租賃期間

(1) For more than one year of tenancy period, it shall be concluded the Contract. In case that the Contract has not been concluded, it shall be deemed as an indefinite period. The term of the tenancy contract shall not exceed twenty years and shall be reduced to twenty years in the case of over twenty years. )房屋租賃之期間超過一年者，應訂立契約，未訂立契約者，視為不定期限之租 賃。租賃契約之期限，不得超過二十年，超過二十年者，縮短為二十年。

(2) For the case that the term of the tenancy of the Contract is not limited, both parties shall terminate the Contract at any time. However, following the habit if it is favorable for the habit of the Tenant. Both promisers shall stipulate the term of tenancy specifically to ensure the interests of both parties. 房屋租賃契約未定期限者，租賃雙方當事人得隨時終止租約。但有利於承租人 之習慣者，從其習慣。故租賃雙方簽約時宜明訂租賃期間，以保障雙方權益。

**6. Rent agreement and payment**租金約定及支付

(1) According to the regulation of Paragraph 1, Article 97, Land Law, the house rents of city place shall be limited to not more than 10% of the total declared price of land and its buildings. 土地法第九十七條第一項之規定，城市地方房屋之租金， 以不超過土地及其建 築物申報總價額年息百分之十為限。

(2) The term "city place" as mentioned in Article 97, Land Law shall be interpreted according to tai-nei-di-zi-No805447 on September 15, 1978, Ministry of the Interior, which refers to the place where is announced to be implement based on urban planning. What so-called “House” in the same Article? According to the interpretation of tai-nei-di-zi-No.87103 on May 24, 1982, Ministry of the Interior, it refers to the house for the purpose of residence. 土地法第九十七條所稱「城市地方」，依內政部六十七年九月十五日台內地字第 八○五四四七號函釋，係指已依法公布實施都市計畫之地方。又同條所稱「房 屋」，依內政部七十一年五月二十四日台內地字第八七一○三號函釋，係指供 住宅用之房屋。

**7. Agreement and Return of Guarantee**擔保金(押金)約定及返還

(1)According to the regulation of Article 99, Land Law, it regulates that the proper guarantee (deposit) shall not exceed two months of the total rent, for the exceeding part, the Tenant may take over part to compensate the rent. The Tenant still shall make an agreement with the Landlord about the guarantee(deposit) limit within two months of the total rent. In case that the both parties agree that the Tenant is not require paying the guarantee, is permissible due to act of private right. Concerning the restrictions on the amount of the guarantee shall be stipulated in accordance with the interpretation of nei-sho-chung-ban-zi-No.1026038908, October 03, 2013, Ministry of the Interior, which is refers to the house for residential purpose or operating house. For the payable guarantee amount is not subject to the restriction of Article 9, Land Law. 土地法第九十九條規定，擔保金(押金)以不得超過二個月之租金總額為宜，超 過部分，承租人得以超過之部分抵付房租。承租人仍得於二個月之租金總額範 圍內與出租人議定擔保金(押金)額度，如經約定承租人無須支付者，因屬私權 行為，尚非法所不許。有關擔保金額之限制，依內政部一百零二年十月三日內 授中辦地字第一○二六○三八九○八號函釋，係指供住宅用之房屋，至營業用 房屋，其應付擔保金額，不受土地法第九十九條之限制。

(2)When the Tenant pays guarantee(deposit) or rent, it is appropriate for the Tenant to request the Landlord to sign a receipt and remark on the Contract kept by the Tenant as “received”. In the case of making the payment by transfer, it shall safe keep the transfer receipt. When the Tenant returns the guarantee(deposit) to the Landlord, it shall ask the Tenant to sign on the receipt or remark on the Contract kept by the Landlord as “received’ 承租人於支付擔保金(押金)或租金時，應要求出租人簽寫收據或於承租人所持有之租賃契約書上註明收訖為宜；若以轉帳方式支付，應保留轉帳收據。同時 出租人返還擔保金(押金)予承租人時，亦應要求承租人簽寫收據或於出租人所 持有之租賃契約書上記明收訖為宜。

**8. Payment for relevant expenses during the lease period** 租賃期間相關費用之支付

(1) Concerning the relevant costs associated with the use of housing, such as water, electricity, gas and management fees, it has different types in practice. A part of the Contract is included in the rent, while a part thereof will be paid by the Tenant additionally according to the agreement of the both parties. Or there may be a situation to be shared by both parties. It is recommended that to stipulate specifically the amount or the sharing method of both parties in order to avoid the controversy afterwards. 有關使用房屋而連帶產生之相關費用如水、電、瓦斯及管理費等，實務上有不 同類型，部分契約係包含於租金中，部分則約定由承租人另行支付，亦有係由 租賃雙方共同分擔等情形，宜事先於契約中明訂數額或雙方分擔之方式，以免 日後產生爭議。

(2) If the scope of the leasing house is not the whole (such as a suite or room on certain floor ) house, the relevant fees and payment methods shall be specifically stipulated the amount and sharing method in the Contract based on the real rental situation.For example, the amount of electric charge per degree according to the calculation of protractor in the room. 房屋租賃範圍非屬全部者(如部分樓層之套房或雅房出租)，相關費用及其支付 方式，宜由租賃雙方依實際租賃情形事先於契約中明訂數額或雙方分擔之方式， 例如以房間分度表數計算每度電費應支付之金額。

**9.Restriction on the Use of House**使用房屋之限制

(1) The Tenant shall abide by every right and obligation of the Contract and mutual agreement event of residence based on the agreed method for the use and proceed of the lasing house. 承租人應依約定方法，為租賃房屋之使用、收益，並應遵守規約所定之一切權 利義務及住戶共同約定事項。

(2) Where the leased property is a house, except for the agreement of prohibition of sublease from the Landlord, the Tenant may conduct sublease for a part of it according to the Paragraph1, Article 443, Civil Code. Thus, as the Landlord do not regulate to prohibit the sublease, the Tenant may conduct sublease a part of the house to others. 租賃物為房屋者，依民法第四百四十三條第一項規定，除出租人有反對轉租之 約定外，承租人得將其一部分轉租他人。故出租人未於契約中約定不得轉租， 則承租人即得將房屋之一部分轉租他人。

(3) The use of the model tenancy contract is for the residential use purpose of the Tenant instead of operating purpose, the Landlord do not agree the Tenant to apply for company registration, business registration and tax registration with the rental house. 本契約書範本之租賃房屋用途，係由承租人供作住宅使用，而非營業使用，出 租人得不同意承租人為公司登記、商業登記及營業(稅籍)登記。

**10.Renovation and Modification** 修繕及改裝

(1) For the renovation of houses or ancillary equipment, according to the stipulation of Paragraph 1, Article 429, Civil Code, unless otherwise other regulations or customs, it shall be borne by the Landlord. 房屋或附屬設備之修繕，依民法第四百二十九條第一項規定，除契約另有訂定 或另有習慣外，由出租人負擔。

(2) The landlord’s obligation for renovation is subject to the beneficial use of lease holds of the Tenant as the agreed. On occasion that the Tenant add some part in addition to the lease holds, the additional property is not included in the repair obligation of the Landlord. (Supreme Court 63 Year tai-shung-zi-No.99 legal precedent) 出租人之修繕義務，在使承租人就租賃物能為約定之使用收益，如承租人就租 賃物以外有所增設時，該增設物即不在出租人修繕義務範圍。(最高法院六十三 年台上字第九九號判例）

(3) Whether it has any leakage situation in the house, the leasing parties shall confirm before the handover of the house, if there is any leakage occurring, it shall be made an agreement about the treatment method( handover after being repaired by the Landlord, handover with the current house, decrease of rent, or self-repair by the Tenant etc.). 房屋有無滲漏水之情形，租賃雙方宜於交屋前確認，若有滲漏水，宜約定其處 理方式(如由出租人修繕後交屋、以現況交屋、減租或由承租人自行修繕等)。

**11.Early termination of the lease** 提前終止租約

(1) If the lease has a time limit, the lease relationship will be terminated at the expiry of the deadline. In case that it has no time limit, both parties may terminate the Contract at any time. Thus, the Contracting parties shall remember to make an agreement whether it shall terminate the Contract based on a term of lease to protect their own interests when signing a contract. )租賃定有期限者，其租賃關係，於期限屆滿時消滅。未定期限者，租賃雙方得 隨時終止契約。故契約當事人於簽訂契約時，請記得約定得否於租賃期間終止 租約，以保障自身權益。

(2) Despite the promisers agree not to terminate the tenancy agreement, the tenancy agreement shall be terminated based on the legal regulation where the situation that shall be terminated with contract according to Article 14 or Article 15 of the Contract)租賃雙方雖約定不得終止租約，但如有本契約書範本第十四條或第十五條得終 止租約之情形，因係屬法律規定，仍得終止租約。

(3) For any lease contract with a fixed term, if the party agreed to terminate the Contract before the expiration of the lease, it shall notify the other party in accordance with Article 11 of the Contract. 定有期限之租賃契約，如約定租賃之一方於期限屆滿前，得終止契約者，其終 止契約，應按照本契約書範本第十一條約定先期通知他方。

**12.Return of the House**房屋之返還

(1) When the Tenant returns the house, if it has ancillary equipment or photos for recording evidence, both parties meet each other, check and hand over one by one. )承租人返還房屋時，如有附屬設備清單或拍照存證相片，宜由租賃雙方會同逐 一檢視點交返還。

(2) When the Tenant returns the house, if the household registration or business registration (tax registration) is not evacuated, the owner of the house shall apply for moving away or abolishment at the local household registration office or the competent authority where the house is located upon approving there is not leasing house situation according to relevant regulations about Household Registration Law, Business Registration Law, Business Registration Rules and so on. 承租人返還房屋時，如未將戶籍或商業登記或營業(稅籍)登記遷出，房屋所有 權人得依戶籍法或商業登記法或營業登記規則等相關規定，證明無租借房屋情 事，向房屋所在地戶政事務所或主管機關申請遷離或廢止。

**13.The Tenant terminates the lease**出租人終止租約

For case of indefinite tenancy, when the Tenant has not paid for more than two months in addition to the compensating part of deposit, the Landlord shall take back the house in accordance with Paragraph 3, Provision 100, Land Law. However, the provision for the so-called taking back the rental house due to Provided that the provisions of the provisions of the so-called tenants due to back rent of the Tenant, it still shall remind the Tenant who are delay paying the rent before a certain deadline in accordance with Paragraph 1, Provisions 440, Civil Code, in case that the Tenant do not pay before the deadline, it may terminate the Contract.Before the termination of the Contract, it is hard to ensure that the existence of claim of taking the rental house back by the Landlord (the legal precedent with tai-shung-zi-No 1186 in 1953 by Supreme Court) 不定期之房屋租賃，承租人積欠租金除擔保金抵償外達二個月以上時，依土地法 第一百條第三款之規定，出租人固得收回房屋。惟該條款所謂因承租人積欠租金 之事由收回房屋，應仍依民法第四百四十條第一項規定，對於支付租金遲延之承 租人，定相當期限催告其支付，承租人於其期限內不為支付者，始得終止租賃契約。在租賃契約得為終止前，尚難謂出租人有收回房屋請求權存在。（最高法院四 十二年台上字第一一八六號判例）

**14.Doubt Disposal**疑義處理

(1) The terms of this Contract shall not affect the rights of the Tenant under the Consumer Protection Act. 本契約書範本所訂之條款，均不影響承租人依消費者保護法規定之權利。

(2) In the event of any doubt to any the provisions of this Contract, it shall be adopted the interpretation that beneficial for the Tenant in accordance with the stipulation of Paragraph 2, 本契約各條款如有疑義時，依消費者保護法第十一條第二項規定，應為有利於 承租人之解釋。惟承租人為再轉租之二房東者，因二房東所承租之房屋非屬最 終消費，如有契約條款之疑義，尚無消費者保護法有利於承租人解釋之適用。

**15.Consumer Disputes Handling**消費爭議處理

Disputes arising from the occurrence of this contract shall be treated in the following manner因本契約發生之消費爭議，雙方得依下列方式處理:

(1) It shall be applied for mediation according to “The Setup and Mediation Method Stipulation of the Real Estate Disputes Mediation Committee of the Municipality county (city). )依直轄市縣（市）不動產糾紛調處委員會設置及調處辦法規定申請調處。

(2) In accordance with the regulation of Article 43 and Article 44, Consumer Protection Act, the tenant may appeal to the landlord, the consumer protection group or the consumer service center. In case that it has not been properly disposed of the problem thereof, it may appeal to the senior consumer protection officer of the municipality or county (city) government where the rental house is sited. In case that it is still not properly handled, applying for mediation to consumer dispute mediation committee of the municipalities or counties (cities). 依消費者保護法第四十三條及第四十四條規定，承租人得向出租人、消費者保 護團體或消費者服務中心申訴；未獲妥適處理時，得向租賃房屋所在地之直轄 市或縣（市）政府消費者保護官申訴；再未獲妥適處理時得向直轄市或縣（市） 消費爭議調解委員會申請調解。

(3) It shall be applied for mediation to the Township (District) Mediation Committee in accordance with the Township Mediation Ordinance or apply for the mediation or an action to the court where the house is located according to Article 403 and Article 404, Civil Procedure Law.) 依鄉鎮市調解條例規定向鄉鎮市(區)調解委員會申請調解，或依民事訴訟法第 四百零三條及第四百零四條規定，向房屋所在地之法院聲請調解或進行訴訟。

# 16.The Effect of the Tenancy Contract租賃契約之效力

In order to ensure the private right and avoid the controversy, it is advisable to sign a tenancy agreement cautiously and ask a notary public to make a notarial certificate or a certification instrument in terms of legal acts or private matters. 為確保私權及避免爭議，簽訂房屋租賃契約時不宜輕率，宜請求公證人就法律行為 或私權事實作成公證書或認證文書。

**17.Separate Safekeeping** 契約分存

Both parties shall read and review the articles of the Contract cautiously, sign or take fingerprints with specified domicile, mailing address and ID number and safe keep the contract separately to refrain from the impairment of right and interest. 訂約時務必詳審契約條文，由雙方簽章或按手印，寫明戶籍、通訊住址及統一編號 並分存契約，以免權益受損。

# 18.Confirmation on the Identity of Promisers確定訂約者之身分

# (1) When entering into a contract, it shall confirm the identity of promisers by presentation of national identity car, driver’s license, health insurance card or other proof of identity. For minors (except for those who are married) entered into the Contract, it shall be permitted or admitted by legal representative or guardian according to Civil Code. On occasion that the Contract was made by the landlord and tenant themselves, the representative contracting parties shall present with an authorized signature agreement. 簽約時應先確定簽訂人之身分，例如國民身分證、駕駛執照或健保卡等身分證 明文件之提示。如未成年人(除已結婚者外)訂定本契約，應依民法規定，經法 定代理人或監護人之允許或承認。若非租賃雙方本人簽約時，應請簽約人出具 授權簽約同意書。

(2) Whether the landlord is the owner or sub-landlord, it may request the landlord to show house property right certificate, such as muniment, registration transcription or original tenancy contract(note that whether it has the stipulation of prohibition of sublease during the term of lease. )出租人是否為屋主或二房東，可要求出租人提示產權證明如所有權狀、登記謄 本或原租賃契約書（應注意其租賃期間有無禁止轉租之約定）。

**19.Signature of Broker經紀人簽章:**

In case that the tenancy is handled by real estate brokerage industry, it shall be appointed a

broker by the brokerage industry for the signature and seal of the Contract. 房屋租賃若透過不動產經紀業辦理者，應由該經紀業指派經紀人於本契約簽章。