



# Prince House - NTU Shui Yuan Dormitory Accommodation Agreement

## 【Right to Review the Agreement】

This Agreement has been provided by the Landlord for the Tenant's review on \_\_\_\_\_ for \_\_\_\_\_ days (review period should be at least three (3) days).

Signature/seal of the Landlord: Prince Housing & Development Corp.

Signature/seal of the Tenant:

\_\_\_\_\_, a student of the Department of \_\_\_\_\_ of National Taiwan University (hereinafter referred to as the "Tenant"), agrees to rent the dormitory at Prince House - NTU Shui Yuan Dormitory owned and operated by Prince Housing & Development Corp. (hereinafter referred to as the "Landlord"). In consideration of the matters with regard to the dormitory accommodation set forth in this Prince House - NTU Shui Yuan Dormitory Accommodation Agreement (the "Agreement"), the Parties hereto agree as follows:

### Article 1 Leased Premise

1. The room assigned to the Tenant is: Building \_\_\_\_\_ Floor \_\_\_\_\_ Rm. No. \_\_\_\_\_ of Bed \_\_\_\_\_ No. \_\_\_\_\_ of the (Men's/Women's) Building of NTU Shui Yuan Dormitory. For table of improvement number and address of exclusively owned parts and jointly owned parts, please refer to Attachment 1 attached hereto.
2. The aforementioned room comes with furnishing as listed in Attachment 2 attached hereto. When the Tenant moves in, the Tenant and the Landlord shall confirm and handover all items listed one by one.
3. Any other right established  Yes  No.  
If yes, the type of right: Maximum amount of mortgage right. Any registration of attachment  Yes  No.

### Article 2 Term of the Agreement

1. The term of the lease by the Tenant shall commence from \_\_\_\_\_ (yyyy/mm/dd) and ends on 2020/08/31 (yyyy/mm/dd). (In principle, the term of the Agreement shall be one (1) year, which is one school year as one term of the lease.)
2. If the Tenant intends to renew the lease upon expiration thereof, he/she shall inform the Landlord before June 15 of the year the Agreement is set to expire and shall enter into a new accommodation agreement with the Landlord within the period notified or announced by the Landlord. Otherwise, it shall be assumed that the Tenant does not intend to renew the Agreement. A lease with an indefinite term is not permitted.

### Article 3 Rent Agreement and Payment

1. The rent to be paid by the Tenant shall be NT\$ \_\_\_\_\_ per month. The Tenant shall make payment prior to the 5th day of each month by remittance or bank transfer to the Landlord's bank account as set forth below and shall bear the related transaction charges. The Tenant shall not delay or refuse to pay the rent for any reason, and the Landlord shall not arbitrarily request to adjust the rent.  
Bank: Mega International Commercial Bank Foreign Department Branch  
Account Name: Prince Housing & Development Corp. Account No.: 816888-\_\_\_\_\_
2. The rent mentioned in the preceding paragraph **does not** include the fees for electricity, cable TV and dial-out phone calls for the dormitory room. Such fees shall be borne by the Tenant.
3. In the event that the Tenant intends to use the electricity in the dormitory room (the same applies to the living room of the Suite), the Tenant shall purchase an additional electricity card from the Landlord. The current electricity fee collected by the Landlord from the Tenant is NT\$3.7 per kilowatt hour.
4. In the event part of the building is destroyed during the term of the Agreement due to reasons not attributable to the Tenant, the Tenant may request a reduction of the rent for the part destroyed.
5. During the term of the lease, relevant fees arising from the use of the building:
  - (1) Administration fees:  
 to be borne by the Landlord  to be borne by the Tenant  
NT\$ \_\_\_\_\_ / per month for the building. NT\$ \_\_\_\_\_ / per month for parking space.  
In the event of any increase in the amount of the abovementioned fees due to reasons not attributable to either Party during the term of the lease, the Tenant shall pay up to a maximum of 10% of the additional amount. Likewise, for any reduction of the abovementioned fees, the Tenant will pay the amount after reduction.  
Parking space is not included in the lease contract. The tenant should contact the parking office directly for parking serves.
  - (2) Water bill: None.
  - (3) Electricity bill:  
 to be borne by the Landlord  to be borne by the Tenant (NT\$3.7 per kilowatt hour)  
 Other (such as NT\$ \_\_\_\_\_ per kilowatt hour)
  - (4) Gas bill: None.
  - (5) Other fees and method of payment thereof: cable TV, dial-out phone calls as well as private internet fees shall be borne by the Tenant.
6. Any tax fees or agency expenses related to this Agreement shall be handled as follows:
  - (1) House tax and land value tax shall be borne by the Landlord.
  - (2) The stamp duty for monetary receipt shall be borne by the Landlord.
  - (3) Agency fees for signing of the Agreement: None.
  - (4) Notary fees: NT\$0  
 to be borne by the Landlord  to be borne by the Tenant  
 to be borne equally by the Parties  Other: notarization is not necessary.
  - (5) Agency fees for notarization: NT\$0  
 to be borne by the Landlord  to be borne by the Tenant  
 to be borne equally by the Parties  Other: notarization is not necessary.
  - (6) Other taxes and method of payment thereof: (None).

### Article 4 Arrangement and Return of Security Deposit (Deposit)

1. The security deposit (deposit) for the Agreement is equivalent to the amount of two (2) months' rent, which is NT\$ \_\_\_\_\_. The Tenant shall pay the security deposit (deposit) to the Landlord in accordance with the method designated by the Landlord before signing of this Agreement as guarantee for performance of the obligations of the Agreement by the Tenant and compensation for any relevant liabilities under this Agreement.
2. Except in the event of Tenant's failure to pay rent or other fees or in the event the Tenant is liable to the Landlord for damages or penalty, and the Landlord uses the security deposit (deposit) to offset such amount, the Landlord shall return the remainder of the security deposit (deposit) without

any interest upon expiration of the lease term or termination of the Agreement and return of the leased premise by the Tenant. Any charges incurred from the return of the security deposit (deposit) shall be borne by the Landlord (charges for foreign remittance shall be borne by the Tenant).

3. In the event that the security deposit (deposit) alone is insufficient to offset all fees that the Tenant owes, the Landlord shall have the right to seek compensation for damages in accordance with legal procedures.
4. Unless otherwise stipulated in this Agreement, the Tenant shall not claim that the security deposit (deposit) should offset the rent payable before expiration or termination of the Agreement.

#### **Article 5 Method and Restriction on Use of the Leased Premise**

1. The Tenant shall comply with all provisions set forth in this Agreement, as well as in the NTU BOT Student Dormitory Management Rules, Visiting and Entrance Control Regulations, Accommodation Regulations and Student Dormitory Important Information (All the aforementioned regulations are posted on the Landlord's website, which the Tenant should carefully read through).
2. The Tenant shall not sublease, lend or allow any third party to use the leased premise in any way, or assign his/her right of lease to any third party.
3. The leased premise shall only be used as accommodation for students. The Tenant shall not use the leased premise for any other purpose. In addition, no illegal use or storage of any explosive or flammable item which may affect public safety is allowed.
4. The Tenant shall not modify the leased premise and shall use and maintain the leased premise with the care of a good administrator. Except due to force majeure events such as natural disasters or normal wear and tear from use, the Tenant shall be liable for damages for any damage to or decrease in utility value of the leased premise caused by the Tenant's intentional or negligent conduct.
5. If the shared facilities of non-single rooms are damaged or destroyed and the liability thereof cannot be determined, the Tenant and the other tenants of the same room shall be jointly and severally liable for damages.

#### **Article 6 Repair of the Leased Premise**

1. If any of the furnishing of the room leased by the Tenant is damaged and requires repair, the Tenant shall immediately notify the Landlord by sending an online repair request. The Landlord shall be responsible for repair or replacement unless the damage is caused due to the Tenant's breach of the provisions set forth in the preceding Article.
2. In the event that the Landlord is responsible for the repair and fails to complete such repair within the reasonable time period designated by the Tenant, the Tenant may repair on his/her own and ask the Landlord for reimbursement of the repair costs or deduct such costs from the rent.
3. If the Tenant fails to notify the Landlord in accordance with the provisions set forth in the preceding paragraph, and upon expiration of the lease or termination of the Agreement, shortage or damage is found in the furnishing during the Parties' joint inspection of the leased premise, the Tenant shall be liable for damages.

#### **Article 7 Change of Room by the Tenant**

1. During the term of the Agreement, the Tenant may apply for change of dormitory. However, such application shall be limited to once per semester. When the Tenant changes dormitory, the Parties shall cooperate and amend all relevant content of this Agreement.
2. When the Tenant applies for change of dormitory, the Tenant shall pay the rent of the original room for the then-current month and start paying the rent for the new room from the following month.
3. If the Tenant changes to a room with rent that is higher than the original rent, the Tenant shall make up for the difference in security deposit (deposit) in order for the change to be effective. In the event that the Tenant changes to a room with rent that is less than the original rent, the Parties agree that the excess amount of the security deposit (deposit) may be used to offset the rent payable by the Tenant.
4. The Landlord will post separate announcements regarding the deadline and procedure for accepting application for change of dormitory for each semester. The Landlord will not accept any application from the Tenant if the Tenant fails to comply with the requirements set forth in the announcement.

#### **Article 8 Termination of the Agreement**

1. Unless the Tenant graduates or the Agreement is expiring in the same month, the Tenant may not terminate this Agreement early. In the event that the Tenant terminates the Agreement due to his/her graduation or terminates the Agreement prior to the expiration date of the Agreement but in the same month as the Agreement is set to expire, the rent for the month will be calculated as the "actual days the dormitory is occupied for the month" (until the day on which all move-out procedures are completed) multiply by the "amount of average daily rent for the month". In the event that the Tenant terminates the Agreement early due to any reason other than his/her graduation or terminates the Agreement early other than during the same month when the Agreement will expire, in addition to the rent calculated as set forth above, the Tenant shall also pay a penalty in the amount equivalent to one (1) month's rent (such penalty may be deducted from the security deposit (deposit) at the Landlord's discretion).
2. In the event the Tenant has any one of the following circumstances, the Landlord may terminate this Agreement and may seek compensation if damages have been incurred by the Landlord:
  - (1) The total amount of rent owed by the Tenant amounts to two (2) months' rent, and the Tenant still fails to make payment within the time period (more than five (5) days) specified by the Landlord by reminder notice.
  - (2) Breach of Paragraph 1 of Article 5 of this Agreement by the Tenant, which has affected the environment and sanitation, public safety and public peace of the dormitory and led to serious impact on the lives of other residents, and failure to correct such breach within the specified period upon notice by the Landlord.
  - (3) In the event of breach of Paragraph 2 of Article 5 of this Agreement by the Tenant, the Landlord may terminate the Agreement without notice.
  - (4) When the Tenant loses student status at National Taiwan University (including but not limited to planned leave, expulsion, transfer, and graduation), the Tenant is stripped of his/her right to lease, and the Landlord may terminate the Agreement without notice.
  - (5) The Tenant owes other fees in the amount equivalent to two (2) months' rent, and the Tenant still fails to make payment within the time period (more than five (5) days) specified by the Landlord by reminder notice.
3. In the event the Landlord has any one of the following circumstances, the Tenant may terminate the Agreement:
  - (1) The Tenant has notified the Landlord for repair in accordance with Paragraph 1 of Article 6 of this Agreement, and the repair has not been completed after a reasonable period of time.
  - (2) The leased premise contains defect that harms the safety and health of the Tenant.
  - (3) The circumstance provided by Paragraph 4 of Article 3 occurs, and the reduction of rent cannot be agreed upon or the remaining part of the building cannot fulfill the lease purpose.

#### **Article 9 Return of the Leased Premise**

1. When the term of the Agreement expires or the Agreement is terminated, the Tenant shall lose the right to use the leased premise. The Tenant shall immediately start the move-out procedure, clear all personal effects, move out of the dormitory and inspect the leased premise together with the Landlord and return the leased premise.
2. In the event the Tenant fails to move out and return the leased premise in accordance with the preceding paragraph and still fails to do so after the three-day period specified by the Landlord's notice, the Landlord may cancel the effectiveness of the Tenant's front door magnetic button and cease providing any service to the Tenant. In addition, the

Landlord may request the Tenant to pay an amount equivalent to the rent for the period when the leased premise is not returned as well as a penalty of one times of such amount (the rent shall be calculated on a daily basis if the period is less than a month) until the Tenant returns the leased premise. The Landlord may deduct such relevant costs and penalty directly from the Tenant's security deposit (deposit).

- 3.If the Tenant fails to conduct handover of the leased premise with the Landlord when moving out and still fails to do so within the three-day period specified by the Landlord's notice, the handover shall be considered to have been completed and shall be as deemed by the Landlord, and the Tenant shall not have any objection thereto.
- 4.For any personal effects left by the Tenant at the dormitory upon expiration or termination of the Agreement, the Landlord does not bear any custodial responsibility. When the Tenant fails to clear its personal effects after moving out of the dormitory, the Landlord may clear the dormitory and move such personal effects to another location for storage and notify the Tenant to retrieve his/her personal effects within a specified period. If the Tenant fails to retrieve the personal effects, it shall be deemed that the Tenant has waived and released all rights and title to such personal effects, and the Landlord may dispose of such personal effects as wastes. All costs related to clearing and custody arising therefrom shall be borne by the Tenant, and the Landlord may obtain compensation from the abandoned personal effects in accordance with legal procedures.

#### **Article 10 Transfer of Ownership of Building**

- 1.Upon delivery of the leased premise by the Landlord, during the Tenant's occupancy of the leased premise, even if the ownership has been transferred to a third party by the Landlord, this Agreement shall continue to be in force and shall be binding to the transferee.
- 2.In the event of the circumstance mentioned in the preceding paragraph, the Landlord shall transfer the security deposit (deposit) and the rent already collected in advance to the transferee and shall notify the Tenant in writing.

#### **Article 11 Service and Delivery of Notice**

- 1.Unless otherwise provided by this Agreement, notices between the Parties may be sent by post, electronic mail or text message and shall be effective by the contact method set forth below:

Contact method	Landlord	Tenant
By post	No. 16-2, Siyuan St., Zhongzheng Dist., Taipei City	
Email	ntusyservice@prince.com.tw	
Telephone	(02)23631066	Landline: Mobile:

- 2.In the event of any change to the contact methods stated in this Article, the other Party shall be notified immediately, otherwise such change shall not be deemed to be effective for such other Party. In the event notice cannot be delivered (including delivery being rejected) due to failure to notify the other Party of the address change, the notice shall be deemed to be delivered on the date the notice was posted or made.

#### **Article 12 Miscellaneous**

- 1.This Agreement shall become effective from the date of execution.
- 2.The Parties agree to notarize this Agreement not notarize this Agreement.
- 3.Pursuant to the Construction and Operation Agreement for the Chang Hsing and Shui Yuan Dormitory between Party A and National Taiwan University, if the consumer price index published by the Directorate General of Budget, Accounting and Statistics, Executive Yuan has a total increase (total variance) of 4% or more compared to the consumer price index from the previous adjustment year, Party A may adjust the Rent of the Leased Property according to the total increase during such period. Since the consumer price index of 2018 has a total increase of 5.145% from the consumer price index of the previous adjustment year of 2012, Party A will adjust the Rent for the Leased property as follows:  
Single room: NT\$7,800 ; Double room: NT\$5,100/bed ; Triple room: NT\$4,600/bed ;Suite: NT\$9,600/bed  
However, in order to minimize the impact for residents, the adjusted Rent will be implemented one year later, and the adjusted Rent will apply from September 1, 2020.

#### **Article 13 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of the Republic of China (Taiwan). In the event of any litigation arising out of or in connection with this Agreement, the Parties agree to submit to the Taiwan Taipei District Court as the court of first instance.

#### **Article 14 Effect of the Agreement and Relevant Annexes**

- 1.The attachments to this Agreement shall be deemed part of this Agreement.
- 2.The rights and obligations provided under this Agreement shall be binding to the successors of both Parties.
- 3.This Agreement shall be executed in two (2) counterparts, with each Party holding one (1) counterpart as reference.

#### **Parties:**

Landlord: Prince Housing and Development Corp.  
Representative: CIOU,WUN-JHEN  
Unified Business Number: 72058206

Tenant: \_\_\_\_\_

Personal ID Number:

Student ID Number:

Phone:

Email:

Address:

Legal Representative: (if the Tenant is not yet twenty (20) years of age, signature from all legal representatives is required)

Guarantor (if the Tenant is not yet twenty (20) years of age, the parent or guardian should act as joint guarantor)

Personal ID Number/Name:

Phone:

Email:

Address:

**Attachment 1 Table of Improvement Number and Address for Exclusively Owned Parts and Jointly Owned Parts**

Building	Address	Improvement Number of Exclusively Owned Parts	Improvement Number of Jointly Owned Part
Shui Yuan Building A	No. 16-2, Siyuan St., Zhongzheng Dist., Taipei City	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement No. 03345-000	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement Nos. 03348-000, 03349-000
Shui Yuan Building B	No. 16-3, Siyuan St., Zhongzheng Dist., Taipei City	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement No. 03346-000	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement Nos. 03348-000, 03349-000
Shui Yuan Building C	No. 16-5, Siyuan St., Zhongzheng Dist., Taipei City	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement No. 03347-000	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement Nos. 03348-000, 03349-000
Chang Hsing Building A	No. 75, Sec. 3, Keelung Rd., Da'an Dist., Taipei City	Xinhai Section, 5 <sup>th</sup> Subsection, Improvement No. 00336-000	Xinhai Section, 5 <sup>th</sup> Subsection, Improvement Nos. 00338-000, 00339-000
Chang Hsing Building B	No. 75, Sec. 3, Keelung Rd., Da'an Dist., Taipei City	Xinhai Section, 5 <sup>th</sup> Subsection, Improvement N. 00336-000	Xinhai Section, 5 <sup>th</sup> Subsection, Improvement Nos. 00338-000, 00339-000
Hsiu Chi House	No. 16-1, Siyuan St., Zhongzheng Dist., Taipei City	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement No. 03343-000	Fuhe Section, 2 <sup>nd</sup> Subsection, Improvement No. 03348-000
Miscellaneous	Single room with area around 5.54-6.12 ping, Suite with area around 7.2 ping, double room with area around 7.39-8.10 ping, triple room with area around 9.95-10.64 ping		

**Attachment II Confirmation Form for the Current Status of the Leased Premises**

Date: [mm/dd/yyyy]

Item	Details	Notes
1	<input type="checkbox"/> Including <input checked="" type="checkbox"/> Not including unregistered reconstructions, extensions, additions, and illegal constructions: <input type="checkbox"/> First floor __ m <sup>2</sup> <input type="checkbox"/> floor __ m <sup>2</sup> <input type="checkbox"/> Top floor __ m <sup>2</sup> <input type="checkbox"/> Others __ m <sup>2</sup>	In the case of an illegal construction (building for which no extension or addition application has been filed according to law), the Landlord shall offer an explanation so that the Tenant is fully aware of the possibility of the illegal building being demolished at any time or other risks.
2	Building type: <u>residential or multi-purpose building</u> Current layout of the building: <u>1</u> bedroom(s) <u>  </u> living/dining room(s) <u>1</u> bathroom(s) <input type="checkbox"/> with <input checked="" type="checkbox"/> without partitions	1. Building types: (1) General buildings: townhouses and villas (exclusive ownership and no jointly owned parts) (2) Strata titled buildings: apartments (with five floors or less and no elevators), townhouses, shops (stores), commercial office buildings, residential or multi-purpose buildings (with 11 floors or more and elevators), condominiums (with ten floors or less and elevators), studios (one bedroom, one living/dining room, and one bathroom), etc. (3) Other special buildings: such as factories, factory and office buildings, farmhouses, warehouses, and other types 2. Current layout (such as the number of bedrooms, living/dining rooms, and bathrooms as well as the existence of partitions or not)
3	Type of parking space <input checked="" type="checkbox"/> ramp/surface <input type="checkbox"/> lift/surface <input type="checkbox"/> ramp/mechanical <input type="checkbox"/> lift/mechanical <input type="checkbox"/> parking tower <input type="checkbox"/> ground level <input type="checkbox"/> others: __ Assigned number: __; individual ownership certificate: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no An agreement on separate management of common property and drawings <input type="checkbox"/> are enclosed <input checked="" type="checkbox"/> are not enclosed.	
4	Fire protection equipment: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown; if yes, the equipment includes: (1) fire extinguisher (2) fire hydrant cabinet (3) smoke detector (4) emergency lighting equipment	
5	The water and drainage system are <input checked="" type="checkbox"/> normal <input type="checkbox"/> not normal.	
6	Condominium regulations: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no; if yes, the regulations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not enclosed.	
7	The auxiliary equipment includes the following items: <input checked="" type="checkbox"/> room door lock <input checked="" type="checkbox"/> shoe cabinet <input checked="" type="checkbox"/> closet <input checked="" type="checkbox"/> bed <input checked="" type="checkbox"/> desk <input checked="" type="checkbox"/> chair <input checked="" type="checkbox"/> bookcase <input checked="" type="checkbox"/> telephone <input checked="" type="checkbox"/> refrigerator <input checked="" type="checkbox"/> air conditioner <input checked="" type="checkbox"/> wall-mounted air conditioner switch <input checked="" type="checkbox"/> aluminum window glass <input checked="" type="checkbox"/> window screen <input checked="" type="checkbox"/> curtain <input checked="" type="checkbox"/> entrance hall lamp (include fluorescent tube) <input checked="" type="checkbox"/> bedroom lamp (include fluorescent tube) <input checked="" type="checkbox"/> bathroom door <input checked="" type="checkbox"/> bathroom lamp (include fluorescent tube) <input checked="" type="checkbox"/> mirror <input checked="" type="checkbox"/> bathroom glass counter <input checked="" type="checkbox"/> faucet <input checked="" type="checkbox"/> electronic water heater <input checked="" type="checkbox"/> showerhead <input checked="" type="checkbox"/> towel rack <input checked="" type="checkbox"/> toilet <input checked="" type="checkbox"/> mailbox/closet key <input type="checkbox"/> others	
Landlord: Prince Housing Development and Corp. Tenant: _____ (signature/seal)		Date: Date:

Personal Information Declaration: I agree that Prince House may use the personal information (information that may identify an individual directly or indirectly, including name, address, phone number and email) that I have provided for staying at Prince House owned by Prince Housing and Development Corp. for purposes of housing management, data filing and sending of related service information in writing and by electronic mail. The period of use starts on the first day of contact until the date of termination for specified purpose. All activities should be conducted in accordance with the provisions of Taiwan's Personal Information Protection Act. You may refuse to provide relevant personal information. However, this may affect residence services and the right of receiving all information.