

國立成功大學學生住宿契約書

National Cheng Kung University Student Housing Contract

96.06.01 95 學年度第 2 學期學生宿舍服務暨輔導委員會通過

Approved by the meeting of the Student Dormitory Services and Counseling Committee in Academic Year 2006-07 on June 1, 2007

97.06.27 96 學年度第 2 學期第 2 次學生宿舍服務暨輔導委員會修正通過

Revised by the 2nd meeting of the Student Dormitory Services and Counseling Committee in the spring semester of Academic Year 2007-08 on June 27, 2008 98.03.05 97 學年度第 2 學期學生宿舍服務暨輔導委員會修正通過

Revised by the meeting of the Student Dormitory Services and Counseling Committee in the second semester of Academic Year 2008-09 on March 5, 2009 100.10.04100 學年度第 1 學期學生宿舍服務暨輔導委員會修正通過

Revised by the meeting of the Student Dormitory Services and Counseling Committee in the fall semester of Academic Year 2011-12 on Oct. 4, 2011

101.10.23101 學年度第 1 學期學生宿舍服務暨輔導委員會修正通過 Revised by the meeting of the Student Dormitory Services and Counseling Committee in Academic Year 2012-13 on Oct.23, 2012

104.11.19 104 學年度第1 學期學生宿舍服務暨輔導委員會修正通過

Revised by the meeting of the Student Dormitory Services and Counseling Committee in the fall semester of Academic Year 2015-16 on Nov.19, 2015

106.05.02 105 學年度第 2 學期學生宿舍服務暨輔導委員會修正通過 Revised by the meeting of the Student Dormitory Services and Counseling Committee in the fall semester of Academic Year 2016-17 on May.2, 2017 106.12.13 106 學年度第 1 學期學生宿舍服務暨輔導委員會修正通過

Revised by the meeting of the Student Dormitory Services and Counseling Committee in the fall semester of Academic Year 2017-18 on Dec. 13, 2017 110.05.24 109 學年度第 2 學期學生宿舍服務暨輔導委員會修正通過

Revised by the meeting of the Student Dormitory Services and Counseling Committee in the spring semester of Academic Year 2020-21 on May 24, 2021 110.12.23 110 學年度第 1 學期學生宿舍服務暨輔導委員會修正通過

Revised by the meeting of the Student Dormitory Services and Counseling Committee in the fall semester of Academic Year 2021-22 on Dec. 23, 2021

【本契約事關個人權益請詳細閱讀】

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

- 第一條 本契約之當事人為國立成功大學(下稱甲方),與租用宿舍之學生(下稱乙方), 甲方管理單位為國立成功大學學生事務處住宿服務組。
- Article 1 This contract is signed between National Cheng Kung University (hereinafter as Party A) and the undersigned dormitory student (hereinafter as Party B), with the Housing Service Division as the unit of administration.

第二條 本契約約定內容包含如下:

Article 2 Content of the Contract:

This contract is established in accordance with the following regulations:

- 一、 國立成功大學學生宿舍管理規則。
- 1. National Cheng Kung University Student Dormitory Regulations
- 二、 國立成功大學宿舍床位申請標準作業流程。
- 2. National Cheng Kung University Student Dormitory Accommodation Application Standard Operating Procedure
- 三、 國立成功大學宿舍退宿標準作業流程。
- 3. National Cheng Kung University Student Dormitory Accommodation Cancellation Standard Operating Procedure
- 四、 國立成功大學學生宿舍寒暑假住宿要點。
- 4. National Cheng Kung University Operational Guidelines for Student

Dormitory Accommodation During the Summer/Winter Break Period

- 五、 各舍住宿生活公約。
- 5. NCKU-designated code of conduct for each dormitory

本契約未約定者,依民法及其他相關法令規定。

Matters that are not regulated in this contract shall be dealt with according to civil law or the relevant regulations.

- 第三條 宿舍租用期間:自民國 年 月 日起至 年 月 日止或依甲方之公 告之。
- Article 3 Duration of Accommodation:

The duration of dormitory accommodation runs from______ to _____(or the date designated and published by Party A).

- 第四條 租用物:本契約租用標的物為甲方配予乙方之寢室床位、家具及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。
- Article 4 Objects and Items Leased:

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

- 第五條 本契約學生宿舍收費,依「國立成功大學學生宿舍服務暨輔導委員會」公告收 費標準。
- Article 5 The accommodation fees shall be paid according to the designated rates of dormitory accommodation published by the Student Dormitory Services and Counseling Committee.

第六條 租用宿舍之使用限制:

- Article 6 Dormitory Residence Restrictions:
 - 一、 乙方應於租用期間內遵守「國立成功大學學生宿舍管理規則」、各舍住宿 生活公約及其他宿舍管理相關規定。
 - 1. During the lease period, Party B should abide by National Cheng Kung University Student Dormitory Regulations, dormitory code of conduct and relevant regulations.
 - 二、 乙方應於規定之期限內完成體檢,無故未體檢者,契約當然終止,並依學 生宿舍管理規則議處。
 - 2. Party B shall complete the physical examination by the designated deadline. Should Party B fail to do so, this contract shall be terminated and Party B shall be disciplined according to National Cheng Kung University Student Dormitory Regulations.
 - 三、 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,

或以其他變相方法供他人使用。違反者,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。

- 3. Without the consent of Party A, Party B shall not have the leased objects and items partially or wholly leased, lent, or transferred to others. A violation of this rule will result in the termination of this contract, in which case Party B shall leave the dormitory within ten days and be disciplined according to National Cheng Kung University Student Dormitory Regulations.
- 四、 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。
- 4. With the consent of Party A, Party B may personally install a necessary fixture on the condition that no damage is done to the original structure of the bedroom. Party B shall have the bedroom restored intact when the term of the lease is over.
- 五、宿舍設有公共設施者,乙方須遵守其使用規則。違反者,視情節輕重予以 議處。
- 5. Party B shall comply with the regulations governing the use of public facilities in the dormitory. Any violations shall be disciplined according to their severity.
- 第七條 乙方應以善良管理人之注意義務使用租用物,除因天災、人禍等不可抗力之因素及正常耗損外,乙方因故意或過失而致有損壞,乙方應負責修復回復原狀,若無法修復,賠償標準詳如本契約所附之財產清單價值表。宿舍因自然之損壞有修繕 必要時,由甲方負責修繕。住宿期間屆滿或終止契約時,雙方應共同清點租用物。
- Article 7 Party B is obligated to use the leased objects and items in an appropriate and respectful fashion. Except for unavoidable disasters, human error and natural wear, Party B shall be held accountable for any damage to dormitory property. Should Party B fail to have the property repaired and restored to its original state, a compensation payment shall be made according to the price list attached to this contract. Repairs to the bedroom due to natural damage shall be the responsibility of Party A. Both parties should check the leased objects and items when they are returned at the end of the accommodation period, or upon the termination of this contract.

第八條 契約之變動或終止:

Article 8 Changes or Termination:

- 一、不論任何原因搬離寢室,均須辦理離宿清點手續。未於規定期限內完成清 點手續者,依情節輕重,依本校學生宿舍管理規則規定,違規記點五至八 點。
- 1. 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 receive between five to eight violation points according to *National Cheng Kung University Student Dormitory Regulations*.
- 二、甲方核准住宿並分配床位後,乙方於辦理退宿或喪失本校在學學生身分, 本契約當然終止,須依本校學生宿舍管理規則之規定申請退宿並完成離宿 清點後,甲方始依規定無息退還賸餘住宿費用。
- 2. While Party A has approved the application by Party B for dormitory accommodation and completed bedroom assignment, should Party B apply for withdrawal or lose his/her NCKU student status, his/her housing contract shall be terminated. Party A shall complete the application for withdrawal and the dormitory property checkup for departure before Party A returns the remaining accommodation fee with no interest to Party B.
- 三、經辦理住宿手續後,如有變動或調整應依甲方公告為之。如乙方於申請床 位後,提出退宿、調動宿舍或寢室之申請,申請手續費每次新臺幣貳佰伍 拾元,並無息補退住宿費用差額。但有特殊狀況者,得檢附證明文件與相 關說明,經甲方審查核可後,得免收手續費。
- 3. After the administrative procedures of dormitory accommodation are completed, any change or adjustment shall be processed according to the designated regulations published by Party A. An application for a withdrawal, or a dormitory or bedroom reassignment, will be administered with a processing fee of NT\$250, while Party B will receive a no-interest balance refund. However, under special circumstances, Party B may submit an application with supporting documents to Party A for review. If approved, Party B will be exempt from a processing fee.
- 四、因傳染病、天災或人禍等不可抗力因素致居住健康或安全有疑慮時,甲方 得重新調整乙方之宿舍棟別、床位或終止契約。終止契約後,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,甲方應依本校學生宿 舍管理規則無息退還乙方賸餘住宿費用。
- 4. When residence safety and security are jeopardized due to medical quarantine, natural disasters or human errors, Party A shall make available an emergency dorm reassignment for Party B, or terminate the contract immediately. In the event of termination, Party B should move out from the dormitory within the period specified by Party A. Party A should exercise its best capacity to help Party B find another alternative of accommodation and pay a no-interest refund to Party B according to *National Cheng Kung University Student Dormitory Regulations*.
- 五、 本契約終止時, 乙方應將宿舍回復原狀, 無法回復者, 依實際費用賠償。
- 5. Upon termination of this contract, Party B shall restore the bedroom to its original state. The compensation payment for any damage to the bedroom shall be made according to the actual prices.

第九條 違約之賠償:

Article 9 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、手續費、電費及清潔費等),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、契約終止或租用期滿,乙方未將宿舍回復原狀交還甲方,或乙方物品仍占 用寢室空間,每逾一日,罰款新臺幣貳佰元,計算至甲方通知之截止日止。
- 2. Upon the termination of the contract or the expiration of accommodation, Party B shall leave the dormitory immediately with the bedroom restored to its original condition. Party B will be charged with a fine of NT\$200 per day to the departure deadline specified in the notice from Party A if they continue to use the bedroom after the termination of the contract or the expiration of accommodation.
- 三、前款截止日後,乙方遺留之物品得逕由甲方全權處理,乙方應賠償甲方清 潔費用新臺幣壹仟元,並不得異議或要求任何賠償。
- 3. After the designated departure deadline, any objects or items left by Party B shall be disposed of by Party A. Party B shall not raise any opposition or request any compensation for items that are thus disposed of, and shall pay a disposal fee of NT\$1,000 to Party A.
- 第十條 乙方如因違反國立成功大學學生宿舍管理規則、各舍住宿生活公約或其他宿舍相關規定,經甲方公告勒令退宿,應於公告日起十日內辦理離宿清點。甲方除取消乙方在校申請宿舍權及住宿資格外,且不退還已繳交之宿舍費,另得依國立成功大學學生獎懲要點議處之。
- Article 10 Upon receipt of an order to withdraw from a dormitory for violations against National Cheng Kung University Student Dormitory Regulations, dormitory code of conduct or other relevant accommodation regulations, Party B shall complete an inventory checkup for departure within ten days of public notification. Party B shall then be disqualified from dormitory accommodation, will receive no refund from a prior payment for accommodation, and shall be disciplined according to NCKU Rules for Student Rewards and Penalties.

第十一條 其他約定事項:

Article 11 Other Matters:

- 一、 同一寢室之承租人,對於無法認定違約者之違約事項,如無法查明時,應 由同一寢室的其他租用人共同分擔。
- 1. Residents in the same bedroom shall share the responsibility for a violation when the violator cannot be identified.
- 二、 本契約期間乙方未於學校公告期限內辦理各項行政手續,而須補辦或辦理 後因故取消者,每次酌收手續費新臺幣貳佰伍拾元整。
- 2. During the period of the contract, Party B who applies for the completion of an overdue administrative process shall be charged with a processing fee of NT\$ 250
- 三、 乙方須於宿舍進住時填寫學生住宿資料卡並核對寢室財產資料,如有不符, 須於進住當天逕洽宿舍管理員更正,否則視為寢室財物一切正常。
- 3. Upon entry into the dormitory, Party B is required to complete the dormitory student information card and check the list of bedroom property. In case of any discrepancy, Party B should check with the dormitory manager for rectification on the date of entry. Otherwise, the list of bedroom property will assumed to be complete and in good condition.
- 四、 借用磁卡、鑰匙、宿舍公物,因故遺失、損壞或未按時歸還者,除依實際 費用賠償外,另酌收手續費新臺幣貳佰伍拾元。
- 4. A dormitory student who has lost or damaged the temporary access card keys or public items borrowed from the dormitory, or who has failed to have them returned as scheduled, will be charged with a processing fee of NT\$ 250.
- 第十二條 本契約採線上簽定,自雙方簽定後生效,若因本契約涉訟時,雙方同意由臺灣 臺南地方法院為第一審管轄法院,並以中華民國法律為準據法。。
- Article 12 This contract shall be signed online by both parties and will be effective starting on the date it is signed. Should this contract be litigated, both parties agree to appoint the Tainan District Court as the first judicial court with ROC law as the applicable law.

宿舍別			寢室別		
Dormitory			Bedroom No.		
乙方			法定代理人		
Party B			Signature of Legal		
			Guardian		
甲方	國立成功大學	代表人	校長蘇慧貞	代理人	住宿服務組組長邱淑華
Party A	National	Representative	President	Acting	Chief of Housing Service Division
	Cheng Kung		Huey-Jen Su	Representative	Chiu, Su-Hua
	University				

^{*}本契約中英文對譯如有差異,以中文文意為主。

This contract was translated from the original Chinese. In the event of any discrepancies between the two versions, the Chinese always takes precedence.

附表: 財產清單價值表

Appendix: Price List of Dormitory Property

家具名稱	單位	價目表 Price	家具名稱	單位	價目表 Price	
Item of Furniture	Unit	俱日衣 FIICE	Item of Furniture	Unit		
單人床 Single Bed	1	NT\$ 8,000	書桌 Desk	1 NT\$ 7,000		\$ 7,000
椅子 Chair			木門 Wooden Door	1	NT\$ 3,000	
衣櫥 Closet			百葉窗(窗簾) Window Blinds (Curtain)	1	NT\$ 1,500	
紗窗 Screen Window		NT\$ 800	蓮蓬頭 Shower Nozzle	1	NT\$ 500	
電扇 Electric Fan	1	NT\$ 1500	燈座 Desk Lamp	1	NT\$ 1,100	
抽屜 Drawer	· '		毛巾架 Towel Rack	1	NT\$ 400	
書架 Bookshelf	1	NT\$ 1,000	冰箱 Refrigerator	1	1 NT\$ 6,00	
鏡子 Mirror	1	NT\$1,100	冷氣相關設備 Air-Conditioner and Related Appliances	1	NT\$ 24,000 依各宿舍價格為準 Prices vary with different dormitories	
門鎖	1	NT\$ 300	冷氣遙控器 (不含電池) Air-Conditioner Remote	1	一般 Normal	NT\$ 800
Door Lock			Control (with no battery)	1	變頻 Inverter	NT\$ 1200
鋁門框 Aluminum Door Frame	1	市價 Market Price				

說明: 1.本表僅供參考。實際金額以專業人員估價、修復金額為主。

2.未列入之家具,以市價計算。

Notes:

- 1. The price list is attached for reference only. Actual prices shall be set according to professional assessment.
- 2. Any items of furniture that are not listed above are valued at the market price.