

# National Yang Ming Chiao Tung University

## Terms and Conditions of the Residence License Agreement

[This Agreement is related to personal rights and interests, please read it carefully]

### Article I Contents:

This document contains the Student Agreement Policy and Residence License Agreement (hereafter referred to as the "Agreement"). Any matters insufficiently provided for herein or any dispute shall be resolved by the Civil Code and other laws concerned, or by further interpretation by the Student Dorm Committee of the Chiaotung campus of National Yang Ming Chiao Tung University.

### Article II Agreement parties:

In the Agreement, Party A denotes the Housing Service of National Yang Ming Chiao Tung University with the residence staff members as authorized representatives. Party B represents the students who lodge in school dorms.

### Article II of one

The review period of the Agreement to Party B is for three days. It can be downloaded and reviewed on the website of the 2nd Housing Center by Party B.

### Article III Lodging duration

A period beginning from every academic year when take the room key then take effective, and cease when clean the room and return room key meanwhile this agreement became invalid (termination) ; Winter vacation and Chinese New Year period in accordance with school regulation.

### Article IV Residence Premises:

- I. Residence Property: The bedrooms, furniture, and other spaces and facilities that are intended for residents in the dorms.
- II. For a further introduction to the dormitories refer to the link as follows:
  1. Dormitories on Boai campus, Hsinchu ([click the hyperlink](#))
  2. Dormitories on Kuangfu campus, Hsinchu ([click the hyperlink](#))

### Article V Lodging rates:

The lodging rates ([click the hyperlink](#)) shall be determined as resolved by the Student Dorm Committee of the Chiaotung campus of National Yang Ming Chiao Tung University.

### Article VI Restriction in the dorm use:

Party B shall comply with the "Student Accommodation Policy of the Chiaotung campus of National Yang Ming Chiao Tung University" while in the school dorm.

- I. Unless agreed upon by Party A, Party B shall not have the school dorm sublet, lent, transferred to or in any other means used by a third party. In case of violation, the Agreement will be automatically terminated forthwith and Party B shall move out within ten days and be subject to penalty pursuant to the Student Accommodation Policy.
- II. Party B may modify bedroom at his/her own expense if necessary but not until obtaining Party A's permit; and shall not damage the existent architecture if permitted Party B shall have the bedroom restored to its condition prior to move-in upon return of the bedroom.
- III. Party B must obey the rules of using the dormitory with reading room facility (posted in the reading room), those who violate the rules will be punished according to the severity of the given transgression.

### Article VII In case of damage, repair

- I. Party B shall custody and use the residence facilities with care as a *bona fide* custodian.
- II. Party B shall be subject to indemnity based on the property value list (Cf. Table on the final page) for all damages to the residence facilities incurred by offending the offending the obligation declared above.
  1. Damages of the residence facilities shall be repaired by Party A unless the damages incurred by Party B. Damages shall not impute to Party B in the event of natural consumption or force majeure.
  2. Both parties shall jointly take inventory of the residence property when the housing period expires or the Agreement is terminated.

#### **Article VIII Termination**

- I. Party B, as a student who must quit after being approved for school suspension, or being dropped out, graduation, may get unused lodging fee refunded in accordance with the "Student Withdrawal Refund Regulations, National Yang Ming Chiao Tung University". Any other reasons beyond the conditions above, the charge will be the same as the school society daily fee. Applying for withdrawal from residence accommodation is accordance with Article Four, Student Accommodation Policy.
- II. A student may apply for a change within 10 days from the time when the roster of students admitted to lodging for the next academic year is announced. A student who applies for a change in dorm/bedroom beyond such period shall pay NT\$250 handling fee each time and shall make up or be refunded the difference of the lodging fee with no interest.
- III. Where lodging safety becomes worried due to natural causes, incidents, epidemic situations or other *force majeure*, either party may have the Agreement terminated forthwith. Party B shall move out within the time limit designated by Party A. Party A shall help Party B locate new lodging and will refund the lodging fee to Party B in accordance with "Criteria for Refund for Outgoing Students, National Yang Ming Chiao Tung University".
- IV. Where Party A must have the Agreement terminated ahead of schedule due to specific needs, Party A shall defer to the Student Dorm Committee for resolution.
- V. If Party B fails to pay the dormitory fees within the specified payment period (including previously accumulated fines), and still fails to pay within the payment period after being urged by Party A, Party A may terminate the contract upon the expiration of the housing period.

#### **Article IX Moving Out**

- I. Party B is not licensed to use the residence facilities upon the housing contract is terminated or expired. In other words, Party B has lost the right to use the residence facilities. By the time, Party B should check out of the dormitory, and clear personal belongings, clean up the room, walls, toilet and shower rooms, and then take inventory of the residence property with a dorm manager.
- II. If there are any residence facilities to be damaged or lost during one's residing, Party B shall be responsible for the compensation in accordance with the price listed on the Dormitory Property Checking List (as seen in the Attachment on the last page of this Agreement).
- III. In case of any of the aforementioned violations, Party B may be subject to disciplinary action pursuant to the Student Accommodation Policy.

#### **Article X Disposal of wastes**

Upon expiry or termination of the lodging period, Party B shall immediately move out of the dorm and return the dorm to Party A in the condition as the time moved in. If there are any personal belongings left by Party B in his/her residence accommodation, Party A shall have the right to collect the objects in packed and temporarily stored. If Party B fails to take their belongings back within three days which is notified by Party A, they will be regarded abandoned by Party B, and Party A shall have the right to throw them away as waste.

Relevant clean-up or storage fees may be deducted directly from the deposit paid by Party B. If the payment made is lack, Party B may be required to pay the insufficient fees (those who need to early receive the school-leaving stamp from the dorm managers, or from the Housing Service Center, must pay a cleaning deposit of NT\$1,000 or leave a valid personal identification with the dorm managers, and they will be returned after passing the accommodation cleaning inspection).

**Article XI** Dormitory rooms must be maintained in a hygienic condition at all times. Puzzle floor mats must not be stuck to the floor, and the garbage can must be cleaned all the time.

#### **Article XII Punishment for violations**

- I. To accommodate overnight visitors, violate the regulation of entering opposite-sex dormitories, or permit opposite-sex visitors to have a shower in the dormitories are deemed violation of the rule, both parties shall be individually fined NT\$3,000.
- II. For transferring beds, or privately taking over others' beds by counterfeiting others' names, both parties shall be individually fined 3 times the dormitory fee.
- III. Lodging without being allocated a bedroom, or allowing others to stay overnight: Party B will be fined 10 times of the room price based on the number of days Party B has lodged, but the amount of the penalty can't be more than double the dormitory fee of the semester.
- IV. Any resident who loses or damages a temporary IC card or does not return the card in time shall be fined NT\$200. Non-full-time registered students have to pay a NT\$500 deposit when checking in a dormitory (for compensating the keys and IC cards are not returned upon withdrawal from the dormitories in case), the deposit shall be given back when checking out.
- V. In the event of damage to the air conditioner resulting from improper manners or man made factors by individuals, Party B must indemnify Party A according to the actual repair cost.
- VI. Residents who commit thievery in the dormitory will lose the rights to apply for residence and reside in NYCU dormitories.
- VII. Residents who use dormitory resources (facilities) for profit will be fined up to NT\$10,000, depending on the severity.
- VIII. Residents who cook inside the rooms shall be fined NT\$3,000.
- IX. A resident who intentionally or accidentally causes injury to life, health, safety, or property in a residence facility shall be responsible for the public danger and to be liable for the compensation of damage.
- X. A resident who failed to move out of the dorm in time shall be fined NT\$1,000 per bed per day. Failing to return the room key in time shall be fined NT\$500. A resident who doesn't clean up his/her accommodation when moving out, or leaving personal belongings behind shall be fined NT\$1,000 for the cleaning charge.

Depending on the severity of the violation, residents who violate the aforementioned regulations (except for Articles IV, V, VIII and X) shall be deprived of the rights to apply for residence and reside in NYCU dormitories, and all paid and unused dorm fees shall not be refunded. If a resident refuses to pay the fine or breach fee, he or she shall be subject to a penalty according to the Student Disciplinary Policy.

#### **Article XIII Other special clauses**

- I. A resident student shall share one room with his/her roommates, and jointly maintain and custody the room facilities well together. If damaged or loss of the facilities, all roommates in this room should share the expense of repair or replacement. However, if the damage or loss can be imputed to whom that is found an identified perpetrator, the expense shall be borne by that person.
- II. Student who didn't sign the agreement before should sign on network actively when move in. A student who fails to take the initiative to submit the Agreement on network for registration within one month from move-in, announcement shall be construed as a gross offender and be

deprived of the right of existent lodging and shall not get the prepaid and unused lodging fee refunded.

III. All property and articles inside the bedroom shall be regarded as sound and in good shape unless the Property Inspection Chart is submitted within ten days from execution of this Agreement.

IV. The bedrooms, room walls, and bathrooms have to be cleaned up as the condition it was. Party B has to be responsible for the indemnity of the actual costs if any part of the aforementioned areas cannot be restored as requested, additionally to be charged a cleaning fee of NT\$1,000.

#### **Article XIV Health and Regular Dorm's room regulations**

I. These rooms are provided for freshmen who have priority to apply and allocate, the rest beds will be chosen by computer to those who have 「lodging right」 and wish to lodge till the availabilities are full.

II. Resident students during the period of their lodging in the dorms must follow the regulations of “Student Accommodation Policy” and “Student Disciplinary Policy”.

III. During lodging this room the light will be turned off from midnight 1200am to 6am every day and no computer、radio or any accessories (including any sound emitting gadgets) can be used on the room during 1-6am every day, above time can use reading room instead.

IV. If one couldn't accommodate can change to other dorms if available or arrange to drop out and pay the handling charge, who still have to follow the rule before moving.

V. If violate the rule and been found, one must move to ordinary room and fine NT\$1000 and still have to follow the rules before moving.

#### **Article XV Dormitory property checking list**

Table: Unit Values of Property

Furniture items	Unit	Price	Furniture items	Unit	Price
single bed	1	NT\$4000	fan	1	NT\$900
leader of bed	1	NT\$1000	screen window	1	NT\$1500(L) NT\$1000(M) NT\$500(S)
chair	1	NT\$800	window blind	1	NT\$4500
wardrobe	1	NT\$4000	A piece of curtain	1	NT\$4500
desk	1	NT\$3500	Puzzle Floor Mats stick to the ground	1	NT\$5000
bookshelf	1	NT\$3000	Wall violations: make holes in, paint, graffiti...	1	NT\$3000
wardrobe clapboard	1	NT\$500	emergency light	1	NT\$600
keyboard shelf	1	NT\$1000	movable drawer (Female Dorm 2)	1	NT\$2000
wooden door	1	NT\$3000	closet (Female Dorm 2, Graduate Dorm 2)	1	NT\$3000
lock	1	NT\$300	dorm access card	1	NT\$200
shower nozzle (for the suites)	1	NT\$1200	A/C remote controller	1	NT\$500

drawer	1	NT\$500	Damage to air conditioner & its accessories	1	Indemnify according to the actual repair cost
Furniture items	Unit	Price	Furniture items	Unit	Price
trash can (Graduate Dorm 3)	1	NT\$60	hanging rod in a wardrobe	1	NT\$60
mirror	1	NT\$500	wooden clothes stand (Graduate Dorm 3)	1	NT\$600
Not clean the room	1	NT\$1000	rolling chair (Graduate Dorm 3)	1	NT\$1500
refrigerator	1	Indemnify according to the market rate of a brand new product	bathroom shelf	1	NT\$300
Loss of a room key	1	NT\$300			

**Remarks:**

1. Unlisted furniture will be charged base on market price.
2. Emergency lights are considered fire-fighting materials. Theft of such materials will be subject to disciplinary action in accordance with the University Policy and Fire Fighting Regulations.