

亞洲大學校外賃居學生服務實施要點

94.11.30 九十四學年第 5 次行政會議通過訂定

97.12.08 亞洲秘字第 9402534 號函公布

98.12.08 九十八學年第 8 次學務處務會議通過再經校長核定

110.06.29 109 學年度第 2 次學生事務會議通過修正 1、4、5、6、7 點條文

110.07.13 亞洲秘字第 1100008920 號函公布

一、依據：

依據教育部 110 年 6 月 17 日臺教學(五)字第 1100076636 號函頒「教育部推動大專校院學生校外賃居安全暨服務工作注意事項」。

二、目的：

因應本校學生校外賃居人數眾多，為強化賃居服務品質，有效維護學生賃居安全，以降低學生賃居意外事件發生，建構學校用心、家長放心、學生安心之住宿品質。

三、實施對象：本校全體校外賃居學生。

四、實施方式如下：

- (一) 建立校外賃居服務平台，以提供學生和房東賃居服務諮詢。
- (二) 書院與住宿服務組賃居承辦人於每學期開學一週內協請班級導師通知學生登錄賃居資料，並透過「教師資訊系統導師→班級導師專區→學生賃居校外調查表」完成資料確認，以利於開學一個月內彙整成冊。
- (三) 書院與住宿服務組彙整學生賃居資料後，將學生名冊送校安中心，並請加強賃居之訪視與關懷。
- (四) 可依學生居住校外區域範圍遴選優秀學生一至二名擔任幹部，除協助負責各區學生之聯絡外，並由書院與住宿服務組人員規劃，配合校安中心輔導教官及導師實施分區關懷工作。
- (五) 各系院輔導教官對責任區內之賃居學生應於期末考前完成訪視與關懷，以充份瞭解學生校外生活狀況並適時提供協助。
- (六) 訪視後於「學務系統服務」登錄訪視記錄，以利書院與住宿服務組彙整，列入賃居安全處所評核之參考依據。

- (七) 對訪視與關懷期間發現行為失檢之賃居學生，提請系所教官及導師，應不定期訪視，勤加輔導以改善不良行為。
- (八) 書院與住宿服務組於每學年召開賃居生房東座談會乙次，藉以瞭解及溝通學生疑難問題及宣導相關安全事項。
- (九) 每年定期擇一賃居宿舍辦理防災緊急疏散演練，以確保賃居生生活安全。

五、實施注意事項：

- (一) 對平日在校生活言行異常，經常缺曠之學生應予持續性之重點訪視。
- (二) 訪視前對地方治安、消防單位與房東、賃居生儘可能做必要之聯繫與溝通。
- (三) 賃居生異動租賃處所及電話更換時，學生應於一週內於學生資訊系統登記變更，並主動告知導師再次完成「學生賃居校外調查表」確認。
- (四) 訪視時，如發現學生有不當行為或嚴重違反校規，應立即通知家長、導師及系辦，除依校規建議處分外並限期改善。
- (五) 書院與住宿服務組應經過查核後(包括確認身分、建物所有權狀或稅單、建物使用執照、委託書等)，於校外租屋資訊網公布租屋資訊；並提供租屋定型化契約範本等(如附件一)。
- (六) 如遇學生發生租屋爭議時，本校應提供賃居法律諮詢服務資訊或協助調解、轉介專業團體等。
- (七) 賃居訪視時，應加強檢視賃居環境消防安全，如有未盡完備者，應請房東儘速改善，並得通知當地消防機關依法處置。

六、行政支援：

- (一) 依本要點實施訪視時可申請學校公務車。
- (二) 辦理賃居各項活動及訪視時如自備交通工具或訪視支援之相關人員，得提請獎勵及補助油料費，所需相關費用，由學校學生事務處編列預算項下支付。

七、本要點經學生事務會議通過，陳校長核定後發布施行，修正時亦同。

附件一

TENANCY AGREEMENT

房屋租賃契約

This Tenancy Agreement (the "Agreement") is made on the _____ day of _____
_____ by and between _____ (the "Landlord") and _____
_____ (the "Tenant").

立契約書人：出租人 (以下簡稱為甲方)

承租人 (以下簡稱為乙方)

立契約日：_____年_____月_____日

WHEREAS, 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:

茲因房屋租賃事件，雙方合意訂立本契約，約款如左：

1. Premises; Use of the Premises

第一條：租賃標的所在地、使用範圍及使用目的

The leasing premises (the "Premises") are located at _____
_____, comprising of _____ whole area/ _____ room(s)/ _____ suite(s),
and the total area of the Premises are _____ pings (1 ping equals 36 square feet).

房屋座落：_____縣(市) _____市(鄉、鎮、區) _____里 _____鄰 _____路(街) _____段 _____巷 _____弄 _____號
_____樓

使用範圍：上述房屋全部\房間 _____間\套房 _____間 總坪數：_____坪

The Premises shall be used for residential/business/other (please specify) purposes.

使用目的：住家\營業\其他(_____)

2. Term of the Agreement

第二條：租賃期間

Unless earlier terminated under other provisions of this Agreement, the Agreement shall have a term of _____ year(s) _____ month(s), commencing on _____ and expiring on _____ (the "Term").

自民國_____年_____月_____日起至民國_____年_____月_____日止，計_____年_____月。

3. Rentals and Deposit

第三條：租金及押租金

(1) During the Term, the Tenant shall pay monthly rentals (the "Rental") to the Landlord for the Premises. The Rental for the Term shall be NT\$_____ per month. The Rental shall be due and payable on the _____ day of each calendar month during the Term.

租金每月新台幣(以下同) _____元整。乙方應於每月_____日前給付甲方。

(2) On the signing of this Agreement, the Tenant shall pay the Landlord a guarantee deposit (the "Deposit") in an amount of NT\$_____.

押租金 _____元整。乙方應於簽訂本約之同時給付甲方。

(3) Upon the expiry or termination of this Agreement, the Landlord shall refund to the Tenant the amount of the Deposit without interest.

甲方應於乙方返還房屋時無息退還乙方。

4. Tax and Charges

第四條：稅費

(1) All Republic of China taxes in respect of the Premises, including, without limitation, the housing tax and land tax, shall be the responsibilities of the Landlord.

本租賃物應納之一切稅費，如房屋稅、地價稅等，皆由甲方自行負擔。

(2) Charges for electricity, water, and such other additional supplies of the Premises provided to the Tenant during the Term shall be the responsibilities of the Tenant and written in the contract.

租賃期間因使用本租賃物所產生之電費每度____元\自來水費每度____元\ \除另有約定外，應由乙方負擔。

5. Sublease

第五條：轉租

The Tenant shall not assign, transfer, or sublease any of his rights to or interest in or obligations under this Agreement without the prior written approval of the Landlord.

未經甲方之同意，乙方不得將租賃權轉讓與第三人，亦不得將房屋轉租與第三人。

6. Repair and Improvement

第六條：修繕及改裝

(1) The repair or maintenance of the Premises arising from ordinary wear and tear shall be the responsibility of the Landlord.

房屋因自然使用所產生之耗損而有修繕之必要時，應由甲方負責修繕，不得拖延。

(2) Unless otherwise approved by the Landlord in advance, no improvement or construction of the Premises shall be made by the Tenant. Any improvement or construction of the premises made by the Tenant shall in no event damage the structure of the building.

乙方如有改裝設施之必要，應取得甲方之同意，但不得損害原有建築結構之安全。

7. Restrictions on Use

第七條：房屋之使用

No storage of any goods, illegal substances, explosives, flammable materials or dangerous articles is allowed. In the event of violation by or attribute to the Tenant of the restrictions set forth hereof or by any applicable laws of the Republic of China, the Tenant shall be solely and exclusively responsible for and answerable to all charges, liabilities and penalties for such violation, and shall hold the Landlord free and harmless from and indemnify and defend the landlord against any and all claims, liabilities and damages of the landlord arising from such violation. The Tenant shall fully comply with and abide by his obligations hereof and the requirements of all applicable Republic of China laws, as well as the provisions or regulations of the building where the Premises are located.

乙方不得將房屋供非法使用或存放危險物品，影響公共安全，若造成甲方之損害，願負一切責任。如租賃物所在地之公寓大廈住戶間就房屋及相關設施之使用有規約或其他決議者，乙方亦應遵守之。

8. Termination

第八條：違約之效果

In the event of the Tenant's breach of any of his obligations under this Agreement, including, without limitation, the Tenant's failure to pay Rentals for two calendar months during the Term, the landlord may by seven (7) days prior written notice terminate this Agreement, effective the last day of the calendar month in which such notice is given. Upon such termination or the Tenant's failure to re-convey the Premises upon the expiry of the Term, the Tenant shall pay the Landlord the proportion of the Rental due and payable as of the date of the termination as well as an amount equal to the sum of two months' Rentals to compensate the Landlord's loss and damage arising from such termination and as a penalty payment for such termination or breach.

乙方積欠租金達兩個月以上，經甲方催告限期繳納仍不支付時，甲方得終止本租約。乙方於終止租約經甲方定七日以上催告搬遷或租期屆滿已經甲方表示不再續約，而仍不交還房屋，自終止租約或租賃期滿之翌日起，乙方應給付甲方按房租比例所積欠之租金以及按房租貳倍計算之違約金。

9. Reconveyance of the Premises

第九條：租賃物之返還

Upon expiry or termination for whatever reason of this Agreement, the Tenant shall at his cost without delay vacate the Premises, re-convey the Premises to the landlord in the condition which the Premises were first conveyed to the tenant upon commencement of this Agreement, ordinary wear and tear and improvements agreed by the Landlord during the Term excepted.

租賃關係消滅時，乙方應即日將租賃房屋回復原狀遷空返還甲方，不得拖延。如租賃房屋之改裝係經甲方之同意者，乙方以現狀遷空返還。

10. Jurisdiction

第十條：管轄法院

Any and all disputes arising from this Agreement shall be finally adjudicated upon by the _____ District Court and appellate courts thereof in the Republic of China.

如因本約所生紛爭，雙方同意以台灣

地方法院為管轄法院。

11. Governing Law

第十一條：誠信原則

This Agreement is governed by and shall be construed in all respects in accordance with the laws of Republic of China.

本約如有未盡事宜，雙方應本誠實信用原則，依民法等相關法令辦理。

12. Notice

第十二條：送達及不能送達之處置

All notices and other communications to be given by a party hereto to the other party shall be in writing, delivered by registered mail to the addresses specified below. A notice shall be deemed received by his addressee on the day which it is sent by registered mail in case of a change of address without prior notice(s).

出租人與承租人雙方相互間之通知，應以本契約所載之地址為準，其後如有變更未經書面告知他方，致無法送達或拒收者，以郵局第一次投遞之日期為合法送達之日期。

13. Miscellaneous (i. e. other terms and conditions agreed by the parties)

第十三條：特別約定事項：(雙方得自行議訂之特別條款)

- (1) The Tenant may terminate this Agreement before the expiry of the Term by written notice to this effect to the Landlord at least thirty (30) days before the date stated in such notice to be the date on which such termination takes effect; provided that the Tenant shall pay to the Landlord an amount equal to the sum of _____ months' Rentals to compensate the Landlord's loss and damage arising from such termination.

乙方得提前終止本約，但應於壹個月前通知甲方，並應另行給付甲方相當於 個月之租金金額。

(2)

(3)

IN WITNESS WHEREOF, the parties have THIS AGREEMENT executed on the date and year first above written.

恐口說無憑特立本契約書一式貳份

LANDLORD:

TENANT:

Name:
Address:
ROC ID No.:
Date of Birth:

Name:
Address:
ROC ID, ARC or Passport No.:
Date of Birth:

立契約書人

甲方：
戶籍地址：
身分證號碼：
出生年月日：

乙方：
戶籍地址：
身分證、外僑居留證或護照號碼：
出生年月日：

REMARKS:

注意事項

1. These REMARKS are for references only and shall not be deemed as or integrated into part of this Agreement.

本注意事項僅促請訂約雙方注意，並非本約之一部分，無約束雙方之效力

2. Both parties shall review this Agreement carefully before execution. Parties may execute this Agreement by signing, sealing, or hand printing. The recording of domiciles and identification numbers of both parties is of essence.

訂約時務必詳審契約條文，由雙方簽名、蓋章或按手印，並寫明戶籍住址及身分證（或中華民國外僑居留證或護照）號碼，以免日後求償無門，請特別注意。

3. Be sure to confirm the identities of each party by his/her ID, Alien Resident Certificate or Passport. In case that any party is under judicial age, the execution of this Agreement shall be agreed or made by his legal guardian.

訂約時應先確定訂約者之身分，如身分證、外僑居留證或護照等證明文件之提示。如立契約書人有一方為未成年人，應得法定代理人同意。

4. The Tenant may require the Landlord to submit supporting evidences of the Landlord's title of the Premises, such as the Title Certificate or a certified copy of the property registration of the Premises, or the Master Lease Agreement as evidence to his right to lease or sublease the Premises to the Tenant. In case of a sublease, the Tenant (sublessee) shall review the Master Lease Agreement to confirm of no restrictions on sublease and the Term of the Sublease shall not be more than the term of the Master Lease.

應注意房東是否為屋主或二房東，可要求房東提示產權證明如所有權狀、登記簿謄本或原租賃契約（應注意其租賃期間有無禁止轉租之約定）。

5. The appropriate amount of the penalty set forth in Section 13(1) is the amount equal to one month's Rental.

本約第十三條第一款之數額，應以相當於一個月租金之金額為適宜。

6. In accordance with Article 97, Section 1 of the Land Law, rental of the premises located in cities shall not exceed ten percent (10%) of the interest of the reporting value of the real property per annum. In addition, Article 99 of the Land Law provides that the appropriate amount of the guarantee deposit would be the amount equal to two months' Rentals. The exceeding amount of the guarantee deposit may be used to pay for or deducted from any Rental or any part thereof.

依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。另依土地法第九十九條之規定，押租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。

