

Residence Contract of the TIGP Student Dormitory

Terms and Conditions

I. Nature of Contract

1. Contract Offer and Execution

1.1. The delivery of this contract by Academia Sinica to the student named constitutes an offer of accommodations and services in the TIGP Student Dormitory.

1.2. This offer is contingent upon its acceptance (by signing the contract) and return by the response date specified.

1.3. This Contract is duly executed when the named student signs the contract and submits the signed contract and the proof of payment of appropriate fee(s) to the Dorm Manager.

2. Contract Parties

This contract is between the **Academia Sinica**, hereinafter referred to as **AS**, and the student, hereinafter referred to as the **resident**, whose name appears on the contract. This contract is not transferable but may be extended within the maximum period of occupation.

3. Compliance with Regulation

3.1. It is the responsibility of the resident to observe and act in compliance with the Residential Regulations.

3.2. The Dorm Manager and the Office of General Affairs are assigned as the authorized agent for administration of the Residential Regulations. AS reserves the right to alter or change any information comprised in the TIGP student dormitory Guide and Contract book.

3.3. All approvals for waiver of compliance with the Residence Regulations should be in writing.

4. Contract Duration

4.1. The contract duration for the TIGP Student Dormitory for the 2011-12 academic year is from **12 p.m., July 1, 2011, to 12 p.m., June 30, 2012.**

4.2. The Residence Contract is a legal and binding agreement between the resident and AS for the entire contract duration and cannot be cancelled/terminated except under conditions cited in this contract.

4.3. This contract can be renewed annually.

5. Assignment of study bedrooms

5.1. AS reserves the right to allocate study bedrooms after an application is approved.

5.2. The resident agrees that no guarantee of a specific assignment is implied.

5.3. The resident agrees to observe the room change procedures established by AS/Residence Committee and to have prior written approval before making a change of room assignment.

5.4. The resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be sublet to or occupied by nonresidents.

5.5. The resident agrees that, should he/she fail to occupy the assigned room by noon of the first class day each semester, the assignment will be forfeited unless a written request has been sent to the Dorm Manager, prior to the beginning of the semester, for room retention (A retention fee of NTD 200 per day will be charged). In such a forfeiture of assigned space, the resident agrees to accept other available rooms.

6. Furnishings provided in individual study bedrooms and communal areas

6.1. AS agrees to provide the resident with the following room furniture and furnishings in each study bedroom:

No.	Item	
1	Single bed	
2	Single bed mattress	
3	Window curtain	Room with balcony
		Room without balcony
4	Bookshelf	
5	Wardrobe	
6	Cabin	
7	Desk	
8	Chair	
9	Telephone	
10	en suite facilities	Shower
		Toilet
		Basin
		Mirror
11	Card Key(s)	
12	Wastebasket	
13	Emergency lighting	
14	Internet hookup	

6.2. On the day the resident moves into the assigned study bedroom, an inventory check list should be signed and incorporated into this Contract as attachment.

6.3. AS agrees to provide coin-operated washing machines and tumble dryers in the laundry room located on the ground floor.

6.4. AS agrees to provide cooking facilities indicated in the section of general information.

6.5. When using the aforementioned facilities, the resident should observe and comply the published/posted regulations.

7. Utilities: AS agrees to provide reasonable amounts of water, electricity, and gas during the contract period.

8. Sanitation

8.1. AS agrees to provide trash removal from areas as specified by the Office of General Affairs.

8.2. AS agrees to provide daily cleaning services for communal areas such as hallways, corridors, lobby, kitchen, laundry, stairs and public toilets, and periodic cleaning services such as floor waxing, including communal areas and study bedrooms.

9. Repairs: AS agrees to make all repairs and perform maintenance in the premises through its authorized personnel (Office of General Affairs). Repairs will be made to the room and to dormitory furnishings upon request or in accordance with routine schedules.

10. Room Entry and Inspections

10.1. AS regards room entry for purposes of improvements, maintenance, cleaning and fire and safety inspections as necessary for the health and general welfare of all residents. However, AS affirms its respect for each resident's right to privacy in his/her room and agrees to make a reasonable effort to give at least 24 hours notice prior to room entry.

10.2. A resident's request for maintenance service will constitute authorization to enter resident's room.

10.3. Except as indicated in this section, AS agrees that entry without notice will be made only in emergencies to protect or ensure protection of life or property.

10.4. AS and the resident agree that entry and search of rooms by AS authorized personnel or law enforcement officials for purposes of discovering violations of Residential Regulations, local or Government law will be proceeded according to the relevant provisions of the Residential Regulations on entry (see "Code of Practice - Access to Students' Rooms" of the Residential Regulations, p. 25).

10.5. There will be room inspection at the end of every academic year, usually will be combined with the routine A/C maintenance. The primary purpose is to make sure that every thing is functioning properly in the room; secondly, is to make sure that there are no violations to the contract in the room and residents maintain reasonable cleanness in the room. Announcement will be made prior to entering all rooms, except no definite time will be given.

11. Fee and Service Changes

11.1. Annual rate changes on rent and other charges take effect on September 1 for the calendar year. The updated rent and other residential fees will be published on the TIGP website, at <http://www.tigp.sinica.edu.tw/dorm.html>

11.2. AS agrees not to change fees or services rendered by AS as described herein, except upon 30 days prior written notice when the Residence Committee determines that changing conditions warrant such action.

12. Liability

12.1. AS acknowledges, and the resident is hereby made aware, that AS does not carry insurance covering personal property and safety and is not liable for losses, damages, or injuries of any sort occurring to the resident, his/her personally owned property, furniture, or equipment malfunction or failure, or any cause whatsoever. AS shall assume no responsibility for theft, destruction, or loss of money, valuables or other personal property belonging to, or in the custody of, the resident for any cause whatsoever, whether such loss occurs in the resident's room, storage area or public areas.

12.2. The resident agrees to assume responsibility for his/her own personal safety and security, as well as for his/her own personal belongings.

12.3. AS recommends that the resident contact a local insurance agent concerning the availability of protection against such losses.

12.4. AS reserves the right to modify the clauses contained in the contract and the Residence Regulations, which will only take effect on the approval of the Residence Committee.

II. Residents' Obligations

13. Enrolled Status

13.1. The resident agrees to become and remain fully matriculated within the period of this contract, and to report to the Dorm Manager any failure or inability to matriculate, as soon as such circumstances arise.

13.2. The resident agrees to vacate the assigned room and check out at the Office of General Affairs within 72 hours after loss of status as a matriculated student. If the resident fails to vacate within the 72 hours, the appropriate authorities will be notified. Any associated costs shall be charged to the resident.

14. Fees and Payments

14.1. The resident agrees to pay residential fees monthly, starting from the date the Residence contract takes effect. The fees should be paid by the resident no later than one week after it is due (5th of each month) otherwise a **late payment surcharge** of NTD 500 will be included in the due rent.

14.2. The resident agrees that any deviation from the established schedule of payment must be approved by the Dorm Manager in advance of payment due date.

14.3. Prorated charges (Monthly rent ÷ days of the month x staying duration) for residents who arrive early will be based on their access date. The same charging system is also applicable to residents departing from the Dormitory based on the last day of access or the date of key return, whichever occurs later.

14.4. The resident agrees that failure to make payments does not relieve the resident of contract obligations, and understands that nonpayment may result in deprivation of the residency and in denial of subsequent application until the amounts due are paid.

15. Care of Facilities

15.1. The resident agrees to use communal areas, corridors and rooms, and facilities and furnishings in a careful and proper manner, to contribute to the orderliness and cleanliness of all areas, to cooperate in the common protection of property, and to advise the Dorm Manager of any deteriorated or hazardous conditions so timely repairs can be made.

15.2. The resident agrees to be directly and financially responsible for keeping the assigned room and its furnishings clean and free from damage and to advise the Dorm Manager of any deteriorated conditions of the room or its furnishings so timely repairs can be made.

15.3. The resident agrees not to modify or cause or allow the modification of the assigned room or other parts of the premise except as expressly permitted in writing by the Office of General Affairs. The resident agrees to obtain written permission from the Office of General Affairs in advance of any moving in of additional furniture or electrical appliance (cooking facilities are not allowed in individual study bedrooms).

15.4. The resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which the resident is responsible.

16. Behavior and Conduct - The resident agrees to become aware of and behave in accordance to the **Regulations of the TIGP Student Dormitory**.

17. Breach of Contract

17.1. The resident agrees that breach of contract exists when it is determined by the Dorm Manager/AS that a violation of provisions of this contract has occurred.

17.2. The resident agrees that AS reserves the right to reassign or terminate the residency, when the resident exhibited disregards for the residential community and/or the specific living area environment, the terms and conditions of this contract, or residential regulations.

18. Contract Cancellation

18.1. The parties agree that written notice of cancellation must be made to and approved by the director of the Office of General Affairs **for which one of the following conditions exists**. Notification by other means will not be accepted, and will not constitute cancellation.

18.1.1. Withdrawal from the program

18.1.2. Non-attendance or non-enrollment;

18.1.3. Academic dismissal;

18.1.4. Participating in an exchange scheme abroad for a period that equals or is longer than a semester;

18.1.5. Graduation;

18.1.6. Marriage (marriage certificate required)

18.1.7. Residents making the contract cancellation request for a medical reason must attach an updated copy of medical report/statement from the physician.

18.2. The resident agrees to the terms and conditions of the contract until written approval is given to his or her request for contract cancellation.

18.3. If cancellation request is not made and received prior to the cancellation deadline (two weeks before the semester starts), the resident is obligated to this contract.

18.4. In the case of academic dismissal or withdrawal from Taiwan International Graduate Program (TIGP) during the semester, the resident must remove all personal belongings and officially check out at the Office of General Affairs and return the room key within one month of the dismissal/withdrawal from TIGP. If the resident fails to vacate within one month, TIGP may take possession of the assigned space, change the locks to that room and mailbox, and charge all costs associated with such change to the resident.

18.5 Should a resident wish to terminate the contract before it is expired, under the conditions exclusive from those stated in 18.1, both the security deposit and the prepaid rent will be forfeited.

19. Contract Termination - AS may terminate this contract prior to the expiration of the term of contract under the following circumstances:

19.1. The contract will be terminated when the resident fails to remain fully matriculated to TIGP in the case of graduation, suspension or academic dismissal.

19.2. Breach of Contract - If, after a hearing, the committee determines that the resident's behavior shows a disregard for the residential community and/or the specific living area environment, that the resident has misrepresented any fact or has violated any other term of this contract.

19.3. Unpaid fee(s) - The resident understands that AS may also terminate this contract upon discovery that the resident has unpaid fees or charges that equal the amount of NTD10,000.

19.4. The resident shall vacate the assigned room within 72 hours of notification of termination of this contract and remain financially responsible for all unpaid fee(s).

20. Refunds

20.1. All paid residential fees during the term of contract will be refunded upon the student's not attending the program and not occupying the assigned room.

20.2. In the event the resident occupies the assigned room, the amount of the refund of paid residential fees will be calculated according to the following schedule after the resident removes all belongings, returns the room key, and officially checks out of the dormitory.

20.2.1. In the event the resident withdraws or is dismissed from the program prior to the beginning of a semester, AS agrees to refund the prepaid residential fees. Proof of withdrawal or dismissal is required in this case.

20.2.2. In the event that the resident withdraws after a semester has begun, prepaid residential fees will be prorated on a daily basis (see 14.3. Prorated charges).

20.2.3. Termination of this contract as the result of disciplinary action issued by the Residence Committee will result in forfeiture of residential fees.

21. CERTIFICATION.

The Resident has read and understood the terms and conditions of this Contract and relevant residential regulations in the Dormitory Guide and Contract Book. The Resident certifies that the statements made on the application in connection with this Contract are true and correct. Falsification of these statements will render this Contract null and void.

The undersigned agree to abide by the terms and conditions of this Contract.

REGENTS OF THE ACADEMIA SINICA:

Director of the Office of General Affairs _____

Date _____

RESIDENT:

Print Name _____

Signature _____ **Date** _____