

# TENANCY AGREEMENT

## 房屋租賃契約

This Tenancy Agreement (the "Agreement") is made on the 10<sup>th</sup> day of October, 2020 by and between 李美如 (the "Landlord") and Ross Cline (the "Tenant").

立契約書人：出租人 李美如 (以下簡稱為甲方)

承租人 Ross Cline (以下簡稱為乙方)

立契約日：2020年10月10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 1F., No. 348, Dadun 5<sup>th</sup> str., Taichung city <sup>Nantun dist.</sup> comprising of whole area/ 3 room(s)/ 0 suite(s), and the total area of the Premises are 53.4 pings (1 ping equals 36 square feet).

房屋座落：台中縣(市) 市(鄉、鎮、區) 里 鄰大墩五路(街) 段 巷 弄  
348號1樓

使用範圍：上述房屋全部\房間 3 間\套房 0 間

總坪數：53.4坪

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

使用目的：住家\營業\其他 ( 住家.營業 )

### 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 5 year(s) 0 month(s), commencing on 2020. Nov. 1<sup>st</sup> and expiring on 2023. Oct. 31<sup>st</sup> (the "Term").

自民國109年11月1日起至民國114年10月31日止，計5年0月。



### 3. Rentals and Deposit

#### 第三條：租金及押租金

(1) Total monthly payment by tenant starts at \$37,000 per month paid bimonthly (\$74,000 bimonthly) starting November 1, 2020. Tenant agrees to being no more than five days late.  
房租含稅價37000，內含管理費用。每月1到5號之間如期單次繳納，不可分期付款。

(2) 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\$ 37,000 per month. The Rental shall be due and payable on the 5<sup>th</sup> day of each calendar month during the Term.

租金每月新台幣（以下同）37,000 元整。乙方應於每月 5 日前給付甲方。

(3) On the signing of this Agreement, the Tenant shall pay the Landlord a guarantee deposit (the "Deposit") in an amount of NT\$ 74,000.

押租金 74,000 元整。乙方應於簽訂本約之同時給付甲方。

(10,000 NTD of the deposit have been paid on Oct. 10<sup>th</sup>, 2020) 李景 2020. OCT 10

(4) 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。

(5) Tenant agrees that from November 1, 2023 rental price will be increased by 5% from \$37,000 to \$38,850 thereafter. Another increase of the 5% will occur from November 1, 2025 raising the new monthly renting price going forward from \$37,000 to \$40,700.

房租於第3年始上調5%，以原價37000乘以1.05為房租；第5年始再上調5%，再以原價37000乘以1.1為房租。

(6)

### 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.

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

(3) The management fee shall be borne by the Tenant, but the Landlord shall pay on its behalf.



the Tenant shall pay the management fee of the current month to the Landlord when the rent is paid.

管理費用由乙方負擔,但由甲方代為繳納,乙方須於租金繳交時,將當月管理費一併交付甲方。

#### 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。

- (3) The landlord agrees to helping out with half the cost of any fixing/repair/replacement of existing air-conditioning units and agrees to be fully responsible for the maintenance and keeping in proper working order all plumbing/waterworks and the exterior large mechanical sliding steel door.

出租期間原運轉正常機件(如冷氣等設備)若有損壞,由房東租客出資各半修繕;水龍頭鐵門馬桶熱水之設備則由租客找人修繕,房東付費。

#### 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

- (1) The Tenant may terminate this Agreement before the expiry of the Term by written notice to this effect to the Landlord at least ninety (90) days before the date stated in such notice to be the date on which such termination takes effect.  
乙方得提前終止本約，但應於參個月前通知甲方。
- (2) If the tenant is 10 days late with failure to give any notification it will be deemed as a breach of contract. If this unfortunate event occurs the tenant agrees to evacuate on or before the 24th day of that month and loses the remaining deposit altogether.  
如未按期繳交房租，超過10日，視同違約，房東有權可回收房子。經催告10日內未繳租金，租客須於兩週內搬離，租客不得要求返還押金與裝屋等費用。
- (3) Landlord agrees the first six months being viewed as a trial period. Therefore if 3+ months notice is given on or before April 1, 2021 the landlord agrees to returning all applicable money paid in cash keeping half the deposit or \$37,000.  
前六個月予以試營運，租客若因市場反應想提早退租，則押金減半返還。
- (4) During the tenancy period, if the tenant's hometown is seriously ill, the relationship certificate and relevant medical record must be presented. Based on humanitarian considerations, the landlord agrees to returning all applicable money paid in cash keeping half the deposit or \$37,000.  
承租期間若因租客家鄉老母病重，須提示關係證明與相關病歷證明，則基於人道考量，押金減半返還。
- (5) In an effort to assure the landlord seriousness about the long-term contract, and appreciation for it, the tenant agrees that before November 1, 2022 early termination in this time period merits the landlord keeping the two months deposit or \$74,000. After November 1, 2022 this will be reduced to half the deposit or \$37,000, and after November 1, 2024 this clause is finished and the agreed 3+ months notice merits the full time paid being honoured by the landlord

giving the applicable reimbursement.

合約5年，押金2個月。實租未超過兩年，沒收2個月押金；第3到4年間，則沒收1個月押金；第4到5年間，則返還押金。但以上皆須提前3個月前告知，若未3個月前告知，則皆沒收兩個月押金。

## 9. Reconveyance of the Premises

### 第九條：租賃物之返還

- (1) 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。

- (2) All housing conditions including machinery, ceilings, walls, floors, paint, glass, etc. must be in good condition at the time of retiring, otherwise they will be deducted from the deposit.

退租時所有屋況包括機件、天花板、牆壁、地板、油漆，及玻璃等等，皆須良好完整，否則於押金內扣除。

## 10. Jurisdiction

### 第十條：管轄法院

Any and all disputes arising from this Agreement shall be finally adjudicated upon by the Taichung 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 台中 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)

(6) If the landlord finds a potential buyer she wishes to give an opportunity of viewing this property, the tenant agrees to proper appointments made via text message, phone call, or email confirmation so they can do so.

承租期間屋主特需帶約售賣，請租客於方便時間內配合開門給看。

(7) Do not commit suicide or homicide in the house, otherwise the landlord has the right to claim compensation from the tenant for the loss of the house's price.

不得於屋內發生自殺他殺等事，否則屋主有權向租客求償房款價差。

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.: A

Date of Birth:



Name:

Address: 1F., No. 348, Dadun 5<sup>th</sup> str., Nantun dist., Taichung City.

ROC ID, ARC or Passport No.: BC00381568

Date of Birth: 9/18/81

立契約書人

甲方：李

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：