

## Rental Agreement

This agreement is between the following Parties:

Lessor (hereinafter referred to as the Landlord)

and

Lessee (hereinafter referred to as the Tenant)

The Parties agree to the following terms and conditions:

Article 1: Property location, scope of use and purpose of use

- a. Property location: \_\_\_ Floor \_\_\_ Number \_\_\_ Alley \_\_\_ Lane \_\_\_  
Section \_\_\_\_\_ Road (Street) \_\_\_\_\_ Lin \_\_\_\_\_ Neighborhood (Li)  
\_\_\_\_\_ District/Township/City \_\_\_\_\_ City/County
- b. Scope of use: Entire property/Number of rooms\_\_\_\_\_/Number of studio  
apartments\_\_\_\_\_
- c. Purpose of use: Residential/commercial/other\_\_\_\_\_

Article 2: Term of agreement

From \_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year to \_\_\_\_\_ month \_\_\_\_\_ day  
\_\_\_\_\_ year, for a total of \_\_\_\_\_ month(s), \_\_\_\_\_ year(s).

Article 3: Amount of rent and deposit

- a. The amount of rent for this property shall be NT\$\_\_\_\_\_ per month and  
the Tenant shall pay this amount to the Landlord by the \_\_\_\_\_ day of each month.
- b. A deposit in the amount of NT\$\_\_\_\_\_ is required. The Tenant shall pay  
this amount to the Landlord at the time that he/she signs this rental agreement. The  
Landlord shall return this amount to the Tenant following return of the property  
without interest.

Article 4: Taxes and utilities

- a. The Landlord shall be responsible for paying all taxes on this rental property  
including property tax and land value tax.
- b. During the time that the Tenant is renting this property, he/she shall be responsible  
for payment of electricity, water and \_\_\_\_\_, unless otherwise specified.

Article 5: Sublet

Without the prior written consent of the Landlord, the Tenant may not lease, sublease  
or assign these premises to a third party.

Article 6: Repairs and renovations

- a. If there is wear and tear due to normal use of the property and repairs are required,  
the Landlord shall be responsible for making such repairs without delay.

- b. The Tenant may not make any renovations or alterations to the premises without the Landlord's consent. Such renovations or alterations may not damage the original structure of the property or affect its safety.

#### Article 7: Use of premises

The tenant agrees not to use the premises for any illegal or illicit purposes or to store dangerous goods that could endanger public safety. If any damages are caused by such actions, the Tenant shall be responsible for compensation. If the rental property is located in an apartment building, the tenant shall comply with all stipulations or property management committee resolutions on the use of public spaces and facilities.

#### Article 8: Termination of contract

- a. If the Tenant is behind on rental payments for two months or more, and payment is not made within the period specified by the default notice provided by the Landlord, the Landlord may terminate this agreement.
- b. Within seven (7) days of receipt of notice from the Landlord to vacate the premises due to termination of agreement or if the term of this agreement has ended and the Landlord has declined to renew, the Tenant must return the property to the Landlord. If the Tenant does not comply, beginning on the date of termination or ending date of the term of this contract, the Tenant shall pay to the Landlord an amount equal to double the rent.

#### Article 9: Return of rental property

The Tenant shall, upon termination of this agreement, immediately and without delay, vacate and return the property in the same condition that it was received. If renovations have been carried out with the consent of the Landlord, the Tenant shall vacate and return the property in the current condition.

#### Article 10: Jurisdiction

In the case of a dispute between the Landlord and Tenant which gives rise to any action in court, both parties agree that such matter shall be handled by the \_\_\_\_\_ District Court of the Republic of China.

#### Article 11: Principle of good faith

For matters not specified in this agreement, the parties agree to the principle of good faith based on civil law.

#### Article 12: Delivery and non-delivery

Delivery of notice by the Landlord or Tenant shall be based on the address stated in this agreement. The parties shall provide notice in writing of any change in address. In the case of non-delivery or refusal of delivery, the date of the first postal delivery shall be considered the legal date of delivery.

#### Article 13: Additional terms: (special terms and conditions agreed upon by both parties)

- a. If the Tenant desires to terminate this contract before the end of the term specified in this agreement, he/she must notify the Landlord one month in advance and pay

the Landlord compensation in the amount of \_\_\_\_\_ month(s) rent.

This agreement has two copies, one copy for each party.

We, the undersigned, agree to the above terms and conditions of this rental agreement:

Landlord:  
Permanent address:  
I.D. number:  
Date of birth:

Tenant:  
Permanent address:  
I.D. number:  
Date of birth:

Date:            Month            Day            Year

Points for attention:

1. These points are provided for the attention of the parties involved in this agreement and shall not constitute a part of this agreement and are not legally binding on the parties.
2. Before entering this agreement, both parties should carefully read and understand the terms and conditions. Once both parties have signed this agreement, or affixed their seal or fingerprint, as well as provided their permanent address and I.D. number, this contract becomes legally binding.
3. Each party should confirm the identity of the other party. Each party shall present suitable identification such as national I.D. card or driver's license. If either party is a minor, he/she must obtain the consent of his/her parent or legal guardian before entering into this contract.
4. Tenants should confirm whether they are signing an agreement with the property owner or a tenant who is seeking to sublease the property. The tenant has the right to ask the Landlord to present proof of ownership such as deed or household registration form or original rental agreement (note whether subletting is allowed or not).
5. In subparagraph 1 of Article 13, one month's rent is considered an appropriate amount.
6. According to subparagraph 1 of Article 97 of the Land Act, the amount of rent for urban properties may not exceed 10 percent of the annual interest on the total reported value of the land and building. In addition, according to Article 99 of the Land Act, the security deposit may not exceed two months rent. Any excess amount

