温州肯恩大学员工及美肯派遣员工

房屋入住协议书

Accommodation Agreement for Wenzhou-Kean University Employees & US Assigned Employees

甲方： 温州肯恩大学 （以下简称甲方）

Party A: Wenzhou-Kean University

乙方： （证件号码： ）（以下简称乙方）

Party B (Name)

Passport/ ID number

经乙方申请，甲方同意安排乙方入住 。为维护住宿管理的正常秩序，保障双方的合法权益，经甲乙双方协商，达成如下协议：

 Party A hereby agrees to provide accommodation to Party B at upon Party B’s application. For the purpose of managing accommodation and protecting the legal rights of both Parties, Party A and Party B hereby agree as follows:

1. 乙方入住时间自 年 月 日至 年 月 日止，本合同期限租金共计人民币 元。经甲乙双方移交房门钥匙后视为交付完成。乙方在入住一周后需填写并上交《房屋交接单》（见附件一）至人资办公室。
2. The accommodation term shall start from to . The total rent amount of this contract is RMB. The keys of the accommodation will be provided by Party A to Party B at the time of providing the accommodation. Party B should fill out and deliver the Check in & out List (see appendix 1) to HR Office within one week after move into the apartment.

 2、根据温州肯恩大学《温肯教师及美肯派遣员工福利手册》有关规定，入住期间，乙方享有住宿福利每年 。乙方应在入住之后的一个月内上交 人民币押金。如未按时缴纳如上费用，甲方有权按《温肯教师及美肯派遣员工福利手册》规定冻结乙方其他福利。

2. According to the related terms of the *GUIDELINES ON BENEFITS FOR FACULTY OF WKU & EMPLOYEES ASSIGNED BY KU*, Party B has annual housing benefit of and will be deducted for the rent during the accommodation term. Party B shall pay of deposit for loss or damage within one month after arrival. If above-mentioned fees are not paid in time, Party A is entitled to freeze other benefits of Party B.

3、乙方必须按时如数交纳租金、水电费、煤气费、网费、有线电视费等相关费用。如住宿福利在支付完租金后还有剩余，上述费用可采用向学校财务部门报销的形式在余额内抵扣。如未能按时缴清如上费用，乙方同意甲方从乙方押金中抵扣，不足部分由乙方另行缴纳

3. Party B shall pay, in a timely manner, for the fees of rent, water, electricity, gas, Internet, cable TV service, etc., The above-mentioned fees could be deducted from the balance, if there is, of the housing benefit, after paying off the accommodation fee by applying for reimbursement to the Financial Department of Party A. If the bill is not paid by the due date, Party B agrees Party A to deduct the amount from Party B’s deposit, the shortfall shall be paid by Party B separately.

4、乙方在入住期内，应严格遵守学校的有关管理规定，重点包括但不限于：

4. During the accommodation term, Party B shall strictly abide by the management rules of Party A, including but not limited to the following:

a）在本协议有效期内，甲方有权根据实际情况调整乙方入住的公寓，乙方应服从安排。

a) Stay in the apartment as agreed in Article 1 and move to other apartments when required by Party A.

b）在本协议有效期内，如无特殊情况，乙方不得更换公寓。

b）Part B will not be given an option to transfer to another rental unit during their lease period (only in exceptional cases).

c) 在本协议有效期内，乙方不得以任何形式转租、转借公寓，否则将自动终止本协议。

c) Subletting of rental units is prohibited and any such assignment, subletting, or license shall automatically void and terminate the lease agreement.

d）合理使用公寓、附属设施及其家具电器等，不得自行改建或装修。

d) Party B shall use the apartment and its facilities, furniture and appliances properly. It is not allowed to modify or furnish the apartment without authorization;

e）维护公寓及附属物良好的状况。乙方搬出房屋时，应将房屋还原成搬入时的状态。如果乙方对房屋造成任何损坏，应负责维修，包括但不限于对墙体的损坏。乙方同意甲方在居住人离开前从房屋押金中扣取损坏或遗失物品的相关费用, 不足部分由乙方另行缴纳

e) The tenant is responsible for keeping the apartment in a good condition. Party B shall return the apartment condition to which residents found it at the beginning of the lease. Tenants will be held liable for any damages or losses within the apartment. Party B agrees Party A to deduct the amount for damage/loss from the housing deposit before vacating, the shortfall shall be paid by Party B separately.;

f）维护公寓卫生及公共部位的环境整洁，同时配合学校管理人员的日常检查；

f) Keep the apartment and public areas clean and tidy and provide assistance to the service and management staff for inspection;

g）不得在校园公寓里饲养动物和/或宠物。

g) Animals and/or pets are prohibited in on-campus housing.

h）乙方如果超过3日不在房内居住，需在离开时关好水电总闸和所有门窗，如确有困难的，甲方可予以协助。若因未关水电总闸和门窗造成的一切损失，由乙方自行承担。

h) Party B should close all the windows and the doors, and turn off the water and the electricity in the apartment while being away from the apartment for more than 3 days. Any loss caused for not doing above, Party B will be held responsible.

i）不得在房屋内从事任何违反中国法律法规的行为。

i) Any activities that violate Chinese laws are strictly forbidden.

j) 在物业或管理人员的陪同下，甲方有权利进入公寓进行必要的工程维修和物业维修。

j) Accompanied by maintenance or management personnel, Party A has the right to access to the apartment for the necessary engineering maintenance and facilities maintenance.

k）遵守学校的其它相关管理规定。

k) Comply with the other related management rules of Party A.

5、乙方须爱护甲方提供的各项生活设施，如乙方故意损坏或因使用不当造成公寓或设施损坏的，应支付维修费用或作相应赔偿。乙方在入住期间，发现本协议附件交割单上的物品损坏的，必须在2日内书面告知甲方；如未及时告知，视为乙方使用不当，乙方应自行承担赔偿责任。

5. Party B shall take care of all facilities provided by Party A. Party B shall compensate or pay the repair bills for any and all damages to the apartment or the facilities intentionally caused by or resulting from improper use by Party B. If any items are damaged during the accommodation term, Party B shall report to Party A in 2 days in written form, or Party B shall be held responsible for it.

6、入住期间，乙方应对自身财产与人身安全负责。一旦发生财产损失、人身伤害或其它意外事故时，由乙方自行承担责任。

6. During stay, Party B shall be responsible for his/her own property and personal safety. Party B shall be solely liable for any loss of property, personal injury or any other incidences.

7、入住期间，由于乙方违反甲方相关管理规定或自身过错造成公共财产损失、他人财产损失或人身伤害的，乙方应当赔偿损失并承担相应法律责任。

7. In the event of loss to public or any third party’s property or injury to a third party arising from violation of the Party A’s management rules by Party B or in the fault of Party B, Party B shall compensate for such damages and bear legal responsibilities during stay.

8、乙方提前终止协议或协议到期时应按照甲方要求提前三个工作日办理退宿手续，同时结清水电等费用并交还钥匙。退宿手续完成后3日内乙方须清空房间内的所有物品。在本协议到期或退宿手续完成后发现的物品将被清理，甲方不承担任何物品损失或损坏的赔偿责任。

8. In the event that Party B decides to terminate this agreement in advance or this agreement expires, Party B shall make arrangements with Party A for check-out at least 3 work days ahead of time, and shall pay off all power and water bills and any other fees and return the key. Upon checking out, Party B shall move out with all his/her belongings in the apartment in 3 days. Party A is entitled to dispose all Party B’s belongs left in the apartment after checking out or termination of this agreement and Party A shall not be liable for any damages or losses hereto.

9. 乙方与甲方或美国肯恩大学的雇佣协议终止时，甲方将于乙方清空房间及缴清所有账单后的30个工作日内，将押金退回至乙方中国的银行账号。

 9. In the event that the employment contract between Party A/ Kean University and Party B terminates, party A will return the deposit to Party B’s Chinese bank account in 30 work days after Party B vacating the apartment and paying all the bills.

10、乙方与甲方或美国肯恩大学的雇佣协议终止时，本协议同时自动终止，甲方有权要求乙方立即退房。

10. In the event that the employment contract between Party A/ Kean University and Party B terminates, this housing agreement will terminate at the same time. Party A is entitled to ask Party B to move out right away.

11、乙方违反学校有关管理规定或协议条款的，甲方有权立即终止本协议，勒令退宿。

11. In the event that Party B violates the management rules of Party A or breaches the agreement, Party A is entitled to terminate this agreement immediately and request Party B to move out at any time.

12、乙方如不办理任何手续擅自离开的，甲方保留对乙方有关义务进行追索的权利。

12. In the event that Party B moves out without checking out, Party A reserves the right to claim for indemnifications up to the amount of unpaid rent and fees.

13、本协议未尽事宜，由双方友好协商解决。因本协议履行过程中发生的纠纷，适用中华人民共和国法律。

13. Other issues not covered in this agreement shall be settled through friendly negotiation by both parties. As any disputes that arise during the implementation of the agreement shall be governed by the laws of PRC.

14、本协议（连同附件）一式两份，甲乙双方各执一份。

14. This agreement (including the appendix) is made in two copies. Each party shall hold one copy.

15、本协议经甲乙双方签字（盖章）后生效，有效期至入住期限结束时止。

15. This agreement shall enter into force after being signed (sealed) by both parties. This agreement shall remain valid till the end of the accommodation term.

16、本协议由中文书写并附英文翻译，中英文存在不同解释时，以中文为准。

16. This agreement is written in Chinese with English translation. Chinese shall prevail when there exists different explanation between Chinese and English.

17、除非任意一方在协议期满前一个月前发出通知，本协议将自动延续至下一年。

17. This agreement will automatically renew for the following year unless either party give notice at minimum of one month prior to expiration.

 (以下为签署页)

(Below is the signing page.)

**甲方Party A 乙方Party B**

**签字（盖章）SIGN AND SEAL：**  **签字（盖章）SIGN AND SEAL：**

**Contact No. Contact No.**

**日期Date 日期Date**

**Appendix 1附件一： Check in& out list 房屋交接单**

**Please keep and maintain the apartment and appurtenances in good condition and repair if any losses or damages are caused by the tenant, including but not limited to any damages to the walls.**

|  |  |
| --- | --- |
| **Apartment Address** **公寓地址** |  |
| **Faculty Name 外教姓名:**  |  |
| **Check in Date 入住日期：** | 年（Y） 月（M） 日（D） |
| **Check out Date 退房日期 :**  |  年（Y） 月（M） 日（D） |

**Inventory** (Please “√”if the items are good) **家具设备清单**(如设备完好请打“√”)

|  |  |  |  |
| --- | --- | --- | --- |
| **Item 项目** | **Quantity数量** | **Move- in inspection****（Tenant）** | **Move-out inspection** **（HR）** |
| Sofa 沙发 | 1 |  |  |
| Coffee table 茶几 | 1 |  |  |
| Dining table & Chairs 餐桌、椅 | 1+2 |  |  |
| Desk & Chair 办公桌、办公椅 | 1+1 |  |  |
| Bookshelf 书柜 | 1 |  |  |
| TV& TV remote control电视&电视机遥控器 | 1+1 |  |  |
| Electric iron &board熨斗、熨板 | 1+1 |  |  |
| Refrigerator冰箱 | 1 |  |  |
| Kitchen ventilator 油烟机 | 1 |  |  |
| Induction cooker电磁炉 | 1 |  |  |
| Electric kettle 电水壶 | 1 |  |  |
| Leisure Chair 休闲椅 | 1 |  |  |
| Oven烤箱 | 1 |  |  |
| Microwave 微波炉 | 1 |  |  |
| Rice cooker电饭煲 | 1 |  |  |
| WIFI router 无线路由器 | 0 |  |  |
| **Item 项目** | **Quantity数量** | **Move- in inspection** **（Tenant）** | **Move-out inspection****退房检查** |
| Washing machine洗衣机 | 1 |  |  |
| Closet 衣柜 | 1 |  |  |
| Toilet 马桶 | 1 |  |  |
| Shower unit 淋浴设备 | 1 |  |  |
| Bed & Mattress & Nightstand 床、床垫、床头柜 | 1+1+2 |  |  |
| Air conditioning & AC remote control空调、空调遥控 | 2+0 |  |  |
| Curtains窗帘/Blinds百叶窗(check if no problem) | **Some** |  |  |
| Walls墙(check if no problem) |  |  |  |
| Floorings地板(check if no problem) |  |  |  |
| Doors门(check if no problem) |  |  |  |
| Key 钥匙 |  |  |  |
|  |  |  |  |
| **Damage Report**: For this part, you may either write down the damages or take photos and email them to WKU HR). If there’s nothing to report, please sign in the box.I hereby confirm the above information (including the listed items and the damage report), and there are no other issues or objections.**Signature:****Date:** |

The tenant is responsible for keeping the apartment in a good condition. Tenants will be held liable for any abnormal damages or losses within the apartment. Wenzhou Kean University has the right to charge the cost of repair to the party before vacating.

实际居住人有责任将此交割单上的物品维持在原有的状态，如有遗失或不正当使用下损坏任何物品的后果均由本人承担。温州肯恩大学有权在居住人离开前收取损坏或遗失物品的相关费用。