

## Content

|                  |  |
|------------------|--|
| Title :          | National Monument Chiayi Prison Park Venue Usage Payment Standards <b>CH</b> |
| Announced Date : | 2014.11.13   |
| Legislative :    | 1.Promulgated on November 13, 2014   |

- |           |   |
|-----------|---|
| Article 1 | The Standards are established pursuant to Article 10, Paragraph 1 of the Charges and Fees Act.  |
| Article 2 | <p>The use of venues in the National Monument Chiayi Prison Park (hereinafter referred to as the Park) shall be based on the provisions set forth in the Standards. The payment standards for the usage fee and security deposit are specified in the Appendix.</p> <p>Under the circumstances in the preceding paragraph, the venue usage fee and security deposit may be waived if agencies or schools use the Park for operations or education programs. However, water and electricity charges may apply based on actual usage conditions.</p> <p><b>Attachments :</b><br/>Appendix National Monument Chiayi Prison Park Venue Usage Payment Standards Table.pdf</p>  |
| Article 3 | <p>Once an application for the use of the Park's venue is approved, the payment shall be calculated in accordance with the Standards and the applicant shall pay the venue usage fee and the security deposit seven days (working days) prior to the scheduled use of the venue. However, this restriction shall not apply where the authority reviews the application and agrees to the waiver of the venue usage fee and security deposit.</p> <p>Failure to pay the aforementioned fees shall be deemed as forfeiting the application. The authority may cancel the application without notice to the applicant.</p> <p>The security deposit shall be returned without interest once the use of the venue ends, the authority has surveyed the venue and verified that there is no damage to the facilities, and the user has cleaned up the venue and restored it to its original state in accordance with the Contract.</p>  |
| Article 4 | <p>Where the user cannot use the venue as scheduled due to one of the following conditions, the paid fees shall be processed in accordance with the following methods.</p> <p>1. Where the user cannot use the venue in as scheduled and notifies the authority in writing seven days (working days) prior to the date of use, the security deposit and all expenses shall be returned without interest; where the cancellation is not attributable to the user, the security deposit shall be returned with interest calculated on a daily basis in accordance with the one-year term deposit interest rate announced by the Directorate General of Postal Remittances and Saving Banks on the payment date.</p> <p>2. In the event of natural disasters or force majeure incidents which prevent the timely usage of the venue, the parties may negotiate a separate period for use or the user may file cancellation procedures within seven days (working days) of the incident. The paid security deposit and all expenses shall be refunded with interest in accordance with the provisions in the second half of Subparagraph 1 of this paragraph.</p> <p>3. Where the authority cannot lease the venue due to business requirements or other factors that are unattributable to the authority, the authority may notify the applicant to cancel the use of the venue or change the date of use. Where the applicant does not wish to change the</p> |

date, it shall be deemed as having forfeited the use of the venue. The paid security deposit and all expenses shall be refunded with interest in accordance with the provisions in the second half of Subparagraph 1 of this paragraph.

Where the user fails to file cancellation procedures in accordance with Subparagraph 1 and Subparagraph 2 in the preceding paragraph, it shall be deemed as having forfeited the use. The security deposit shall be refunded but other paid fees shall not be refunded.

---

|           |   |
|-----------|---|
| Article 5 | <p>Where the user is subject to one of the following conditions, the authority may, at its sole discretion, cancel or suspend the user's use of the venue and the paid security deposit and all other fees shall not be refunded:</p> <ol style="list-style-type: none"><li>1. Where the contents or use specified in the application does not meet actual use or where the user transfers the site to a third party for use without the approval of the authority;</li><li>2. Where the user pollutes the venue facilities or damages the building, equipment, or other conditions that jeopardize public safety;</li><li>3. Where the user uses fireworks or power sources without the approval of the authority or deliberately damage or steal monuments, relics, venue facilities, or exhibits;</li><li>4. Where the user uses the venue for profit-seeking enterprises without the approval of the authority;</li><li>5. Cancellation or suspension of use caused by reasons attributable to the user;</li><li>6. Other violations of laws, the Contracts, public safety, public morals, or quietness.</li></ol> <p>Where the user damages the monuments or auxiliary facilities of the Park, it shall be liable for compensation for damages and the authority may deduct related fees for restoration from the security deposit paid by the user. Any deficiency shall be paid within fifteen days (working days) of the notice from the authority.</p> |
| Article 6 | <p>All venue usage fees collected by the Park are delivered to the National Treasury.</p>   |
| Article 7 | <p>The applicant shall abide by related regulations of the Park Venue Usage and Management Guidelines when using venues of the Park.</p>  |
| Article 8 | <p>The Standards shall come into force on the date of promulgation.</p>   |

---