

VERMONT RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between _____
 _____ (“Owner”) and _____
 _____ (“Tenant”) whose HOUSEHOLD consists of the
 following members:

(No other person may reside in the unit without prior written approval by the Owner, failure to do so is grounds for termination of tenancy.)

The Contract unit is located at: _____ Apt. _____

City: _____ State: Vermont Zip: _____ The total initial monthly rent is \$ _____ per month. The rent is due on the _____ day of the month beginning on _____, _____. The Tenant has deposited \$ _____ with the Owner as a security deposit. The amount of the rent to Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner must send a written notice of rent increase to Tenant a minimum of 90 days (3 full rental periods) prior to the effective date of the rent increase either prior to the expiration of the initial term of the lease or at any time after the tenancy has converted to a month-to-month term. In all other locations, Owner must give Tenant a minimum of 60 days (2 full rental periods) written notice of any rent increase.

1. Term of Lease.

Initial term of lease. The initial term begins on: _____. The initial term ends on: _____. Following the initial term, the lease will be renewed automatically on a month-to-month basis until: (1) termination of the lease by the Owner in accordance with paragraph 6 or upon a minimum of thirty (30) days written notice (one full rental period) if the Tenant has resided in the apartment for two (2) years or less or sixty (60) days written notice (2 full rental periods) if the Tenant has resided in the apartment for more than two (2) years by the Owner after the initial term for no cause; or (2) termination of the lease by the Tenant in accordance with the lease; or (3) by mutual agreement during the term of the lease.

2. Utilities and Appliances.

The Owner shall provide for or pay for the utilities and appliances as indicated below by an “O” without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a “T”.

<u>Item</u>	<u>Provided by</u>	<u>Paid by</u>	<u>Item</u>	<u>Provided by</u>	<u>Paid by</u>
Heating	Natural gas	___	Water Heating	Natural gas	___
	Bottle gas	___		Bottle gas	___
	Oil/Electric	___		Oil/Electric	___
	Coal/Other	___		Coal/Other	___
Cooking	Natural gas	___	Water	___	___
	Bottle gas	___	Sewer	___	___
	Oil/Electric	___	Trash Collection	___	___
	Coal/Other	___	Range/Microwave	___	___
Other Electric	___	___	Refrigerator	___	___
Air Conditioning	___	___	Other (specify)	___	___
Lawn care	___	___	Snow removal	___	___

The Tenant shall not waste utilities provided by the Owner.

Please list any other responsibilities to be assumed by either party:

Laundry facilities: _____

Washers& Dryers _____ are or _____ are not allowed on the property.

Outdoor pools/trampolines _____ are or _____ are not allowed on the property. If allowed, the size of the pool is limited as follows:

SMOKING _____ is or _____ is not allowed in the apartment. If smoking is not allowed the following applies: Smoking is prohibited anywhere in your unit; your building, including common areas; and within 50 feet of the site. You are responsible for ensuring that your family members, guests and invitees also comply with this rule.

3. Use and Occupancy of Contract Unit.

- a. The family must use the contract unit for residence by the family. The unit must be the family's only residence. *(Tenant may provide reasonable accommodations to guests or visitors whose stay is less than thirty (30) days total.)*
- b. The family must not sublease or let the unit.
- c. The family must not assign the lease or transfer the unit.
- d. Members of the household _____ may or _____ may not engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family (i.e. no home-based businesses of any nature may be operated out of the unit.)
- e. No soliciting is allowed on the property by Tenant, members of household or guest(s).

4. Maintenance and Utilities: Owner and Family Responsibility.

- a. The Owner or Owner's agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement. (b) to make repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, Tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However Owner shall, except in an emergency, give the Tenant at least forty-eight (48) hours notice of Owner's intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.
- b. The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within thirty (30) days of demand for payment. Failure to do so will result in grounds for termination of tenancy.
- c. The Tenant must maintain utilities. Failure to do so shall be grounds for termination of tenancy.
- d. The Tenant must pay for any utilities and provide any appliances that the Owner is not required to

pay for or provide under the lease. Failure to do so shall be grounds for termination of tenancy.

e. Tenant's Obligation.

(1) Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damage at Tenant's own expense. If, (i) Tenant fails to make agreed upon repairs, or, (ii) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon thirty (30) days demand shall be grounds for termination of lease. If the Tenant renders that unit uninhabitable, Tenant shall still be responsible to pay for the rent during the time the unit is damaged, whether or not the unit is uninhabitable.

(2) The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease which charge shall be in the amount of \$_____ until said delinquent rent is paid. Said late charge will be in addition to the usual monthly rental and will apply if rent is unpaid on the _____th of the month. There will be a returned check fee of \$_____.

(3) Locks. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Dwelling Unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for each new lock or gate. When this Lease terminates, the Tenant will return all keys to the unit to the Owner. There will be a charge for lost keys and for keys not returned.

(4) Restrictions on Alterations. The Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without the prior written consent of the Owner, including without limitation, the following:

- a) change or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the unit;
- b) paint or install wallpaper or contact paper in the unit;
- c) attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas and transmitters to the unit;
- d) attach any shelves, screen doors, or other permanent improvements in the unit;
- e) install heaters, air conditioners or waterbeds in the unit;
- f) place any aerials, antennas, satellite dishes or other electrical connections on the unit; or
- g) _____ Gas grills and propane tanks are not allowed or _____ Tenant may use gas grills or barbecues on balconies or within five feet of structures.

(5) Common Areas. The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose other than those of ingress and egress from the unit. This provision applies to Tenant's household members and guests. In the event the

Owner receives a monetary fine by a municipality for the Tenant's personal possessions being in the common areas in violation of a municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within thirty (30) days of demand for payment from Owner shall constitute a lease violation and Tenant shall be subject to eviction.

(6) Insurance. Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect Tenant's personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possessions unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent conduct and the negligent conduct of Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

(7) Pets: Tenant may ____ or may not ____ keep a pet(s) on the premises. Owner's pet policy:

Owner may or may not require a pet deposit if pets are allowed at the unit.

(8) Noise. Tenant agrees not to allow on his premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for the conduct of the members of the household and for all guests.

(9) Parking: Owner does ___ or does not ___ provide parking at the unit. If parking is provided, Owner's parking policy is as follows: _____

Further, if parking is allowed Tenant shall not repair, wash, change the oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property.

(10) Guest Policy: Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in a one year period and it does not matter whether these 14 days run consecutively or not.

5. Termination of Lease.

a. Termination of lease.

The lease terminates if:

- (1) The Owner terminates the tenancy as provided herein;
- (2) The Tenant terminates the lease with a minimum of thirty (30) calendar days written notice (one full rental period), but not more than sixty (60) days (two full rental periods), after the initial term; or
- (3) The Owner and the Tenant agree to terminate the lease.

6. Termination of Tenancy by Owner.

a. Grounds.

i. During the initial term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds:

- (1) Serious or repeated violations of the terms and conditions of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
- (3) Criminal activity (as provided in paragraph b);
- (4) Non-payment of rent or repeated failure to pay rent in a timely manner;
- (5) Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;
- (6) Interfering with the management of the property;
- (7) Causing an undue financial burden on the property; or
- (8) Other good cause (as provided in paragraph c).

ii. The requirement to terminate tenancy for such grounds:

- (1) Applies during the term of the lease, including the initial term and any extension term; and
- (2) Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

iii. After the initial term, the Owner may terminate the lease for no cause upon a minimum of thirty (30) days if the Tenant has resided in the unit for less than two (2) years and sixty (60) days written notice to Tenant if the Tenant has resided in the unit for two (2) or more years.

b. Criminal activity.

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

- (1) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (*including conduct/actions against the Owner and/or property management staff and/or any agents of Owner*);
- (2) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (3) Any violent criminal activity on or off the premises;
- (4) Any drug-related criminal activity on or off the premises;
- (5) Any other activity which impairs the physical or social environment of the premises.
- (6) Illegal use or possession of a controlled substance; or
- (7) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
- (8) Interference with management of property.
- (9) Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a

result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity.

In addition, the Owner may terminate the tenancy if any member of the household is:

- (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
- (2) Violating a condition of probation or parole under Federal or State law.

c. Other good cause for termination of tenancy.

- (1) During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial term of the lease or during any extension term, other good cause includes, but is not limited to:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property,
 - (c) Failure to maintain utilities or wasting utilities provided by the Owner,
 - (d) Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or
 - (e) Living or housekeeping habits that cause damage or present safety concerns to the Tenant, other residents or to the unit or premises or that may otherwise result in minimum housing violations.
 - (f) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

d. Eviction by court action.

The Owner may only evict the Tenant from the contract unit by instituting a court action.

7. Owner Termination Notice.

a. Notice of grounds.

The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant. Owner eviction notice means a notice to vacate, or a complaint used under State or local law to commence an eviction action.

8. Security Deposit.

- a. The Owner may collect a security deposit from the Tenant equal to the initial month’s rent. Owner has collected \$_____ from the Tenant to be applied toward Tenant’s security deposit.
- b. When the Tenant moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease, as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.
- c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.
- f. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.
- g. If more than one person is named as the Tenant, such persons agree that they will work out the details of dividing any security deposit refund among themselves. The Owner may pay a security deposit refund to any adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit.
- h. The security deposit shall not be used for the last month's rent.

9. Mandatory Recycling.

In jurisdictions, for example, Burlington, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds that Tenant has violated any provisions of the recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. Prohibition of Discrimination.

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. Written Notices.

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally or by first class mail.

Notice to the Owner shall be sent to: _____.

Notice to the Tenant shall be sent to: _____.

12. Lead-based Paint Disclosure.

Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is applicable and *is* attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards *is not* applicable and is attached to this lease.

13. Joint & Several Liability.

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. Severability.

If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver.

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. Attorney's Fees.

If the Tenant acts in violation of this lease, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, if successful in its action to enforce the lease. Violation of any of the provisions of this lease shall be grounds for termination of the lease and eviction.

17. Surrender of Unit; Breaking of Lease.

If the Tenant vacates the unit prior to the expiration of the initial term (i.e. breaks the lease), Tenant shall be liable to pay Owner for all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpets, painting, etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of the lease. If the Tenant fails to give full and proper thirty (30) days written notice (60 days notice required in Burlington) to Owner that Tenant is vacating-Tenant shall forfeit Tenant's full security deposit.

SIGNATURES: Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

Date

Adult Tenant

Date

Adult Tenant

Date

Owner
By: Duly authorized agent

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