

Vermont Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Vermont Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per 9 V.S.A. § 4467, acceptance of partial payment of rent shall not constitute a waiver of Landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
 - A. **Amount.** Tenant shall deposit with Landlord the amount of

SecurityDeposit as a security deposit against any breach of this Agreement by Tenant.

B. **Allowable Charges.** Per 9 V.S.A. § 4461, Landlord may retain all or a portion of the security deposit for:

- i. nonpayment of rent;
- ii. damage to property of Landlord, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of Tenant;
- iii. nonpayment of utility or other charges which Tenant was required to pay directly to Landlord or to a utility; and
- iv. expenses required to remove from the Premises articles abandoned by Tenant.

C. **Return Of Security Deposit.** Per 9 V.S.A. § 4461:

- i. Landlord shall return the security deposit along with a written statement itemizing any deductions to Tenant within **14 days** from the date on which Landlord discovers that Tenant vacated or abandoned the Premises, or the date Tenant vacated the Premises, provided Landlord received notice from Tenant of that date. In the case of the seasonal occupancy and rental of the Premises which is not intended as a primary residence, the security deposit and written statement shall be returned within **60 days**.
- ii. Landlord shall comply with this section by hand-delivering or mailing the statement and any payment required to the last known address of Tenant.
- iii. If Landlord fails to return the security deposit with a statement within **14 days**, Landlord forfeits the right to withhold any portion of the security deposit. If the failure is willful, Landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorneys' fees and costs.

9. **KEYS.** Landlord shall provide Tenant with **HouseKeys** house key(s), **MailboxKeys** mailbox key(s), and **GarageOpeners** garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: **LandlordUtilities**. Tenant shall be responsible for paying all other utilities including but not limited to: **TenantUtilities**. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. **SMOKING.** Smoking **Smoking** permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.**
 - i. Notice by Landlord. Per 9 V.S.A. § 4467(c):
 - a. If Tenant has resided continuously in the Premises for **two years or less**, Landlord may terminate a month-to-month tenancy by providing at least **60 days** actual notice.
 - b. If Tenant has resided continuously in the Premises for **more than two years**, Landlord may terminate a month-to-month tenancy by providing at least **90 days** actual notice.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount of $\$(MonthlyRent)$** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, the holdover tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Per 9 V.S.A. § 4455, Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **60 days** prior to the end of the Agreement Term or any month-to-month tenancy thereafter.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of

occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** Per 9 V.S.A. § 4457:

- i. Warranty of Habitability. Landlord shall covenant and warrant to deliver over and maintain throughout the period of the tenancy that the Premises is safe, clean, fit for human habitation, and complies with the requirements of applicable building, housing, and health regulations;
- ii. Heat and Water. Landlord shall ensure that the Premises has heating facilities which are capable of safely providing a reasonable amount of heat. If Landlord provides heat as part of this Agreement, Landlord shall at all times supply a reasonable amount of heat to the Premises. Landlord shall provide an adequate amount of water to the Premises if it is properly connected with hot and cold water lines. The hot water lines shall be connected with supplied water-heating facilities which are capable of heating sufficient water to permit an adequate amount to be drawn. This subsection shall not apply if the Premises is intended and rented for summer occupancy or as a hunting camp.

B. **Tenant's Remedies.** Per 9 V.S.A. § 4458:

- i. If Landlord fails to comply with Landlord's obligations for habitability and, after receiving actual notice of the noncompliance from Tenant, a governmental entity, or a qualified independent inspector, Landlord fails to make repairs within a reasonable time and the noncompliance materially affects health and safety, Tenant may:
 - a. withhold the payment of rent for the period of the noncompliance;
 - b. obtain injunctive relief;
 - c. recover damages, costs and reasonable attorneys' fees; and
 - d. terminate this Agreement on reasonable notice.
- ii. Tenant's remedies under this subsection (B) are not available if the noncompliance was caused by the negligent or deliberate act or omission of Tenant or a person on the Premises with Tenant's consent.

C. **Tenant's Responsibilities.** Per 9 V.S.A. § 4456,

- i. Tenant shall not create or contribute to the noncompliance of the Premises with applicable provisions of building, housing, and health regulations;
 - ii. Tenant shall conduct himself or herself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb other tenants' peaceful enjoyment;
 - iii. Tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so; and
 - iv. if Tenant acts in violation of this section, Landlord is entitled to recover damages, costs, and reasonable attorneys' fees, and the violation shall be grounds for termination under subsection 9 V.S.A. § 4467(b).
19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.
20. **REPAIRS AND ALTERATIONS.**
 - A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
 - B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
 - C. **Tenant's Right to Repair and Deduct.** Per 9 V.S.A. § 4459, if within 30 days of notice, Landlord fails to repair a minor defect in order to comply with law or a material provision of this Agreement, Tenant may repair the defect and deduct from the rent the actual and reasonable cost of the work, not to exceed one-half of one month's rent. Tenant shall provide Landlord with actual notice of the cost of the repair, when the cost is deducted from the rent. Tenant's remedies under this subsection are not available if the noncompliance was caused by the

negligent or deliberate act or omission of Tenant or a person on the Premises with Tenant's consent.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
 - A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.**
 - A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
 - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. they are reasonably related to the purpose for which they are adopted;
 - iii. they apply to all tenants in the property in a fair manner;
 - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
 - v. they are not for the purpose of evading the obligations of Landlord; and
 - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
 - B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.
23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.**
 - A. **Evidence of Abandonment.** Per 9 V.S.A. § 4462(a), Tenant has abandoned the Premises if:
 - i. there are circumstances which would lead a reasonable person to believe that the Premises is no longer occupied as a full-time residence;

- ii. rent is not current; and
- iii. Landlord has made reasonable efforts to ascertain the Tenant's intentions.

B. **Liability for Rent.** Per 9 V.S.A. § 4462(b), if Tenant abandons the Premises, Tenant shall remain liable for rent until the expiration of the Agreement Term. However, if Landlord rents the Premises before the expiration of the Agreement Term, this Agreement terminates on the date of the new tenancy.

25. **Personal Property.** Per 9 V.S.A. § 4462:

A. **Abandonment.**

- i. If any property, except trash, garbage, or refuse, is unclaimed by Tenant who has *abandoned* the Premises, Landlord shall give written notice to Tenant mailed to Tenant's last known address that Landlord intends to dispose of the property after 60 days if Tenant has not claimed the property and paid any reasonable storage and other fees incurred by Landlord. Landlord shall place the property in a safe, dry, secured location, but may dispose of any trash, garbage, or refuse left by Tenant. Tenant may claim the property by providing Landlord with the following within 60 days after the date of the notice:
 - a. a reasonable written description of the property; and
 - b. payment of the fair and reasonable cost of storage and any related reasonable expenses incurred by Landlord.
- ii. If Tenant does not claim the property within the required time, the property shall become the property of Landlord. If Tenant claims the property within the required time, Landlord shall immediately make the property available to Tenant at a reasonable place, and Tenant shall take possession of the property at that time and place.

B. **Notice; End of Agreement Term.** Any personal property remaining in the Premises after Tenant has vacated may be disposed of by Landlord without notice or liability to Tenant or owner of the personal property, provided that one of the following has occurred:

- i. Tenant provided actual notice to Landlord that Tenant has vacated the Premises.
- ii. Tenant has vacated the Premises at the end of the Agreement Term.

26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per 9 V.S.A. § 4460:

- A. Landlord may enter the Premises with Tenant's consent, which shall not be unreasonably withheld.
- B. Landlord may also enter the Premises for the following purposes between the hours of 9:00 A.M. and 9:00 P.M. on no less than **48 hours'** notice:

- i. when necessary to inspect the Premises;
- ii. to make necessary or agreed repairs, alterations, or improvements;
- iii. to supply agreed services; or
- iv. to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

C. Landlord may only enter the Premises without consent or notice when Landlord has a reasonable belief that there is imminent danger to any person or to property.

27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
29. **GROUNDS FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;
 - iii. Landlord has contracted to sell the Premises and provided at least 30 days actual notice to Tenant of the date on which the tenancy will terminate, per 9 V.S.A. § 4467(d); or
 - iv. otherwise provided by law.
- B. **Termination By Tenant.** Tenant may terminate this Agreement if:
- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
 - ii. Landlord breaches the warranty of habitability described by the maintenance obligations of this Agreement, per 9 V.S.A. §

4458(4);

- iii. Tenant is a victim of abuse, sexual assault, or stalking, and Tenant reasonably believes it is necessary to vacate the Premises, per (V.S.A. § 4472); or
- iv. otherwise provided by law.

30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.

38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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