

# VERMONT LEASE AGREEMENT

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THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**LANDLORD:**

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(hereinafter referred to as "Landlord"), with a mailing address of:

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AND

**TENANT(S):**

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(hereinafter referred to as "Tenant").

## I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at:

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(hereinafter referred to as the "Premises").

The Premises consists of:

- ☐ A Single-Family Home
- ☐ An Apartment

☐ A Condominium

☐ A Room

☐ Other: \_\_\_\_\_

## II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the expiration of this term, this Agreement shall automatically renew as a month-to-month tenancy unless either party gives notice of non-renewal at least thirty (30) days prior to the expiration date, or as otherwise required by Vermont law based on the length of tenancy.

☐ **MONTH-TO-MONTH:** This Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall continue on a month-to-month basis until terminated by either party in accordance with Vermont law.

## III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ \_\_\_\_\_ per month.

The rent is due on the \_\_\_\_\_ day of each month.

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Money Order

☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: \_\_\_\_\_

Rent shall be paid to the Landlord at the following address (if different from above):

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#### IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a security deposit.

**A. Purpose:** The security deposit may be used by the Landlord for:

1. Nonpayment of rent;
2. Damage to the Premises beyond normal wear and tear;
3. Nonpayment of utility or other charges which the Tenant was required to pay directly to the Landlord or to a utility; and
4. Expenses required to remove from the Premises articles abandoned by the Tenant.

**B. Return of Deposit:** Pursuant to 9 V.S.A. § 4461, the Landlord shall return the security deposit, with a written statement itemizing any deductions, to the Tenant within fourteen (14) days from the date on which the Tenant vacates the Premises or pays the rent for the last month of occupancy, whichever is later.

**C. Forwarding Address:** The Tenant must provide the Landlord with a forwarding address. If no forwarding address is provided, the Landlord shall attempt to mail the statement and deposit to the Tenant's last known address.

#### V. UTILITIES AND SERVICES

Responsibility for payment of utilities and services shall be as follows (check appropriate boxes):

Landlord	Tenant
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- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> Electricity               |
| <input type="checkbox"/> | <input type="checkbox"/> Gas/Oil/Propane (Heating) |
| <input type="checkbox"/> | <input type="checkbox"/> Water                     |
| <input type="checkbox"/> | <input type="checkbox"/> Sewer                     |
| <input type="checkbox"/> | <input type="checkbox"/> Trash Removal             |

☐ ☐ Snow Removal

☐ ☐ Lawn Care

☐ ☐ Cable/Internet

☐ ☐ Telephone

## VI. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed above and the following additional occupants:

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Guests staying more than \_\_\_\_\_ days in a six-month period require the Landlord's written consent.

## VII. USE OF PREMISES

The Premises shall be used exclusively as a private residence. The Tenant shall not use the Premises for any illegal purpose or in any manner that disturbs the peace and quiet of other tenants or neighbors.

## VIII. MAINTENANCE AND REPAIR

**A. Landlord's Obligations:** Pursuant to 9 V.S.A. § 4457 (Warranty of Habitability), the Landlord shall deliver and maintain the Premises in a safe, clean, and fit condition for human habitation and comply with all applicable building, housing, and health regulations.

**B. Tenant's Obligations:** The Tenant shall:

1. Keep the Premises safe and clean;
2. Dispose of all trash and rubbish in a clean and safe manner;
3. Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in a reasonable manner;
4. Not deliberately or negligently destroy, deface, damage, or remove any part of the Premises; and
5. Promptly notify the Landlord of any necessary repairs.

## **IX. RIGHT OF ENTRY**

Pursuant to 9 V.S.A. § 4460, the Landlord may enter the Premises with the Tenant's consent, which shall not be unreasonably withheld.

**A. Notice:** The Landlord shall provide the Tenant with at least forty-eight (48) hours' notice of intent to enter the Premises for inspection, repairs, alterations, or to exhibit the Premises to prospective purchasers, mortgagees, or tenants.

**B. Hours:** Entry shall be made between the hours of 9:00 A.M. and 9:00 P.M.

**C. Emergency:** The Landlord may enter the Premises without notice or consent in the event of an emergency where there is an immediate threat to person or property.

## **X. DEFAULT AND TERMINATION**

**A. Nonpayment of Rent:** Pursuant to 9 V.S.A. § 4467(a), if the Tenant fails to pay rent when due, the Landlord may terminate the tenancy by providing actual notice to the Tenant that the tenancy will terminate fourteen (14) days after the notice is mailed or hand-delivered.

**B. Breach of Lease:** Pursuant to 9 V.S.A. § 4467(b), if the Tenant violates a material term of this Agreement (other than nonpayment of rent), the Landlord may terminate the tenancy by providing actual notice of at least thirty (30) days.

**C. Criminal Activity:** Pursuant to 9 V.S.A. § 4467(b)(2), if the Tenant, a member of the Tenant's household, or a guest engages in criminal activity, illegal drug activity, or acts of violence on the Premises, the Landlord may terminate the tenancy with fourteen (14) days' notice.

## **XI. LEAD-BASED PAINT DISCLOSURE**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

The Premises was constructed:

☐ After January 1, 1978 (Disclosure not required)

☐ Before January 1, 1978 (Landlord must provide Lead-Based Paint Disclosure and EPA Pamphlet)

## **XII. PETS**

Pets are permitted on the Premises:

☐ YES   ☐ NO

If YES, the following restrictions apply:

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A non-refundable pet fee of \$ \_\_\_\_\_ is required (if applicable).

## **XIII. SMOKING POLICY**

Smoking is permitted on the Premises:

☐ YES   ☐ NO

If NO, smoking is prohibited in the following areas:

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## **XIV. ABANDONMENT**

If the Tenant abandons the Premises, the Landlord may retake possession. Abandonment is defined pursuant to 9 V.S.A. § 4462. If any personal property is left on the Premises after abandonment or termination of the lease, the Landlord shall store the property in a safe place and give written notice to the Tenant. If the property is unclaimed after sixty (60) days, the Landlord may dispose of it.

## **XV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, specifically Title 9, Chapter 137 of the Vermont Statutes Annotated.

## **XVI. ADDITIONAL PROVISIONS**

Additional terms and conditions of this Agreement are:

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## **XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be amended in writing signed by both parties.

## **XVIII. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### **LANDLORD**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Address: \_\_\_\_\_

### **TENANT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Address: \_\_\_\_\_

**TENANT (Second Tenant, if applicable)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Address: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

State of Vermont

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared  
\_\_\_\_\_ (Name of Landlord) and \_\_\_\_\_ (Name of Tenant(s)), to  
me known to be the persons described in and who executed the foregoing instrument, and acknowledged  
that they executed the same as their free act and deed.

Signature of Notary Public: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)