

OCCUPANCY AGREEMENT

DCF TRANSITIONAL HOUSING PROGRAM

I. THE PARTIES. This Occupancy Agreement ("Agreement") made this _____, 20____ is between:

Owner: _____ with a mailing address of _____, City of _____, State of _____ ("Owner"), AND

Occupant(s): _____ ("Occupant").

Owner and Occupant are each referred to herein as a "Party" and, collectively, as the "Parties."

Occupant agrees to occupy the Premises from the Owner under the following terms and conditions:

Owner Telephone (____) _____ - _____ E-Mail _____

Occupant Telephone (____) _____ - _____ E-Mail _____

II. OCCUPANCY TYPE. This Agreement shall be considered a Month-to-Month Occupancy. The Occupant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 20____ and ending upon notice of _____ days from either Party to the other Party ("Occupancy Term"). At the end of the Occupancy Term and no renewal is made, the Occupant: (check one)

- May continue to occupy the Premises under new terms as defined by the parties.

- Must vacate the Premises.

If the Occupant is required to leave, the Owner must give at least 30 days' notice of the intent not to renew this agreement.

III. ADDITIONAL RESIDENTS OR PEOPLE RESIDING ON THE PREMISES. The Premises is to be occupied strictly as a transitional residential dwelling with the following individual(s) in addition to the Occupant:

_____ ("Occupant(s)")

IV. THE PROPERTY. The Owner agrees to permit Occupant to occupy the described property below: (enter the property information)

a.) Mailing Address: _____, City of _____, State of Vermont.

b.) Bedroom(s): _____

c.) Bathroom(s): _____

d.) Room #: _____

The aforementioned property shall be utilized wholly by the Occupant ("Premises").

V. FURNISHINGS. The Premises is furnished with the following items: _____
_____.

VI. APPLIANCES. The Owner shall: (check one)

- Provide the following appliances: _____.

- Not provide any appliances.

VII. MONTHLY PAYMENT. A monthly payment of \$_____ ("Monthly Payment") shall be due on the _____ of every month ("Due Date"). The Occupant will be applying for Transitional Housing Assistance through the State of Vermont, if assistance is not obtained then this agreement is void.

VIII. SECURITY DEPOSIT. The Owner does not require a Security Deposit from Occupant as part of this Agreement. The Owner agrees to accept a security deposit from the Transitional Housing Program as the sole source of reimbursement for repairs to restore the Premises back to a livable condition in addition to any other losses that can be proved by the Owner. The Owner shall return the security deposit directly to the Occupant(s), minus any portion retained for repairs caused by the Occupant, except ordinary wear and tear, if the Occupant(s) lived in the unit for at least four months and provided requisite notice before vacating the premises.

IX. PARKING. The Owner: (check one)

- Shall provide _____ parking space(s) to the Occupant. The parking space(s) are described as: _____.

- Shall NOT provide parking because location does not have parking lot. Public parking is available at the following address:
_____.

X. SALE OF PROPERTY. If the Premises is sold, the Occupant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new Owner: (check one)

- Has the right to terminate this Agreement by providing notice to the Occupant pursuant to the terms of this Occupancy Agreement.

- Does not have the right to terminate this Agreement.

XI. UTILITIES. The Owner shall provide the following utilities and services to the Occupant: Heat, Hot water, electricity, trash removal and where available: Wi-Fi and

telephone. Owner shall provide the equivalent services to Occupants under this Occupancy Agreement as to other individuals in motel rooms.

Any other utilities or services not mentioned will be the responsibility of the Occupant.

XII. EARLY TERMINATION. The Owner shall have the right to terminate this Agreement at any time by providing written notice to the Occupant. If notice is given after the 10th of the month, Occupant shall have the right to continue occupying the residence until the last day of the month after the month in which notice of termination was provided by the Owner. *For example, if notice is provided on October 11, Occupant may remain until November 30th.*

Occupant shall have the option to terminate at any time.

The Owner shall have the right to immediately vacate the Occupant for behaviors that disrupt or jeopardize the health or safety of others staying or working at the premises. Examples of activities that seriously jeopardize the health and safety of others include, but are not limited to, threatening the safety of others or engaging in violent activities.

XIII. SMOKING POLICY. Smoking on the Premises is: (check one)

- Permitted ONLY in the following areas: _____

- Prohibited on the Premises and Common Areas.

XIV. PETS. The Occupant: (check one)

- Shall have the right to have ___ pet(s) on the Premises consisting of _____ [Types of Pets Allowed].

The Occupant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

- Shall not have the right to have pets on the Premises or in the common areas.

XV. NOTICES. Any notice to be sent by the Owner or the Occupant to each other shall use the following addresses:

Owner's / Agent's Address:

Occupant's Mailing Address: (check one)

- The Premises.

- Other. _____

XVI. AGENT/MANAGER. (check one)

- The Owner does have a manager on the Premises that can be contacted for any maintenance or repair at:

Name: _____

Telephone (____) _____ - _____ E-Mail _____

- The Owner does not have a manager on the Premises although the Owner can be contacted for any maintenance or repair at:

Telephone (____) _____ - _____ E-Mail _____

XVII. POSSESSION. Occupant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Owner to deliver possession of the Premises at the start of the Occupancy Agreement Term to the Occupant shall terminate this Agreement at the option of the Occupant.

XVIII. ACCESS. Upon the beginning of the Occupancy Agreement Term the Owner agrees to give access to the Occupant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Owner and, if any replacements are needed, the Owner may provide them for a fee, which shall not exceed \$5 or the actual cost of the replacement, whichever is less. At the end of this Agreement all access provided to the Occupant shall be returned to the Owner or a fee will be charged to the Occupant or the fee will be subtracted from the Security Deposit. The Owner must at all times provide access to the Premises.

XIX. SUBLETTING. The Occupant shall not sublet the Premises, nor permit others to reside in the Premises who are not specifically identified in this Occupancy Agreement.

XX. ABANDONMENT. If the Occupant vacates or abandons the Premises without notice for a time-period of seven (7) days or more, the Owner shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises, after making a good faith attempt to contact the Occupant(s) and verify that they will not be returning to the Premises.

XXI. ASSIGNMENT. Occupant shall not assign this Agreement.

XXII. RIGHT OF ENTRY. The Owner shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice for inspection, or to make necessary repairs, alterations or improvements, this excludes cleaning and safety issues. The Owner may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

XXIII. MAINTENANCE, REPAIRS, OR ALTERATIONS. In accordance with [long-term lodging rules from DOH cite provision here], the Owner shall maintain the premises and provide requisite cleaning services. The Occupant shall surrender the premises at

termination, in as good condition as received normal wear and tear excepted. The Occupant may not make any alterations to the occupied premises without the consent in writing of the Owner. The Owner shall be responsible for repairs to the interior and exterior of the building. The Owner will place fresh batteries in all battery-operated smoke detectors when the Occupant moves into the premises. A weekly "cursory" inspection may be required for fire safety devices, including but not limited to all fire extinguishers and smoke detectors, to make sure they are fully charged and operational.

XXIV. NOISE/WASTE. The Occupant agrees to maintain reasonable cleanliness of the room. The Occupant further agrees to abide by any and all local, county, and State noise ordinances. Premises shall not be used in an unlawful manner.

XXV. GUESTS. There shall be no other persons living on the Premises other than the Occupant and any Listed Occupant(s). Guests of the Occupant are allowed for periods not lasting for more than 72 consecutive hours. Longer stays may be approved by the Owner in writing.

XXVI. MULTIPLE OCCUPANT(S). Each individual that is considered an Occupant is jointly and individually liable for all of this Agreement's obligations, including but not limited to monthly payment monies. If any Occupant or guest, violates this Agreement, the Occupant is considered to have violated this Agreement. Owner's requests and notices to the Occupant or any of the Occupant(s) of 18 years old or over constitutes notice to the Occupant.

Notices and requests from the Occupant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Occupant.

XXVII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XXVIII. SURRENDER OF PREMISES. The Occupant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Owner's reasonable judgment; or (b) Access to the Premise have been turned in to Owner – whichever comes first. Upon the expiration of the term hereof, the Occupant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XXIX. HAZARDOUS MATERIALS. The Occupant agrees not to possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises includes but are not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas other than for medical purposes.

XXX. INDEMNIFICATION. The Owner shall not be liable for any damage or injury to the Occupant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Occupant agrees to hold the Owner harmless from any claims or damages unless caused solely by the Owner's negligence, recklessness or malfeasance.

XXXI. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Occupant may terminate this Agreement by written notice to the Owner. If said damage was the fault of the Occupant, the Transitional Housing Security Deposit will be the sole source of reimbursement for repairs to restore the Premises back to a livable condition in addition to any other losses that can be proved by the Owner. The Occupant shall not be held personally liable for damages made to the Premises.

XXXII. LEAD PAINT. (check one)

- The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Owner and Occupant.

- The Premises was not built prior to 1978.

XXXIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of Vermont. Pursuant to 9 V.S.A. § 4452, the Occupant's occupancy under this Agreement is not subject to Title 9, Chapter 137 of the Vermont Statutes Annotated [only include this sentence if amendment to § 4452 is enacted].

XXXIV. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Owner and Occupant agree to the terms and conditions and shall be bound until the end of the Occupancy Term. The terms of this Occupancy Agreement are governed by the Vermont Department for Children and Families Transitional Housing Rules. Any disputes between the Rules and this Agreement will be resolved according to the terms of the Rules and not this Occupancy Agreement.

XXXV. OWNER AGREEMENT. The Owner is providing the premises identified in the Occupancy Agreement to the Occupant(s) with assistance for the occupancy under the Transitional Housing Program administered by the Vermont Department for Children and Families (DCF).

By signing below, the Owner agrees to:

- Accept payment directly from DCF on behalf of the Occupant(s);
- return or retain the security deposit in accordance with Transitional Housing Program Emergency Rule TH-110; and
- return to DCF any payments as required by Transitional Housing Program Emergency Rule TH-120.

Owner's Signature _____ **Date:** _____

Print Name: _____

Occupant's Signature _____ Date: _____

Print Name: _____

Occupant's Signature _____ Date: _____

Print Name: _____