If this is a NON-COURT RELATED EVICTION: Please only complete and sign section 1. and 2.

STATE OF VERMONT

SUPERIOR COURT
_____ Unit

CIVIL DIVISION
Docket No. _____

_____,
Plaintiff(s)

v.

_____
and all others residing at the premises,
Defendant(s)

STIPULATION TO DISMISS

Now come the parties and with the advice and assistance of the council, if available, stipulate and agree as follows:

1. The parties agree that the monthly rent for the residential dwelling is $_* per month.

2. The parties agree the following amounts are owed to plaintiff:
   a. Rent arrears $_____*

      i. Rent arrears cover the months of _____* to _____*.
      [month/year] [month/year]

      Total Rent Payment: $_____*

   b. Other court related expenses including: (limit $5,000)

      Court Costs $ _____
      Court Filing fee and electronic filing surcharge

      Sheriff's fees $_____*

      Plaintiff's Attorney's fees $_____*

      i. The written rental agreement between the parties is provided at Section ____that Plaintiff may recover Attorney's fees.

   c. Damage/Repairs to Unit (limit of $5,000) $_____
      i. Explanation:

      _____

      _____

d. Other Expenses (limit of $5,000) $_____

i. Explanation:

_____

_____

Total to be paid via VSHA: $_____*_

_____ _____

Landlord Signature - DATE Tenant Signature - DATE

3. The following situation applies to the parties:

□ Defendant will apply to the Eviction Prevention Benefit under the VSHA Landlord Relief Program for the above listed amounts. Plaintiff agrees to complete the landlord portion of the application process. **The parties request that the court schedule a status conference in 30 days to receive an update on the application status.**

a. Rent Benefit Payment: $_____
b. Other court-related expenses include:
Court Costs $_____ Court Filing fee and electronic filing surcharge
Sheriff's fees$_____
Plaintiff's Attorney's fees $_____*

i. The written rental agreement between the parties is provided at Section _____that Plaintiff may recover Attorney's fees.

c. Damage/Repairs to Unit (limit of $5,000) $_____
• Explanation:

_____

_____

d. Other Expenses (limit of $5,000) $_____
• Explanation:

_____

_____

e. Upon payment listed in the total amount above, it is the intent of the parties that this this action shall be dismissed with prejudice, and Defendant may remain in the rental unit located at _____ and shall not be evicted for nonpayment of rent OR Other Expenses listed above.
f. The Plaintiff Agrees to Enter into a New Lease at the same rental rate for the period of _____ months.
g. The plaintiff agrees to cure any code violations present in the rental unit within 30 days of execution of this stipulation.

□ Defendant (or their Agreed Upon Provider) has already applied to the Eviction Prevention Benefit under the VSHA Landlord Relief Program for the above listed amounts. Plaintiff agrees to complete the landlord portion of the application process.

a. Rent Benefit Payment: $_____
b. Other court-related expenses include:
Court Costs $_____ Court Filing fee and electronic filing surcharge
Sheriff's fees$_____
Plaintiff's Attorney's fees $_____*

ii. The written rental agreement between the parties is provided at Section ____*, that Plaintiff may recover Attorney's fees.

c. Damage/Repairs to Unit (limit of $5,000) $_____
- Explanation:

_____

_____

d. Damage/Repairs to Unit (limit of $5,000) $_____
- Explanation:

_____

_____

e. The Plaintiff Agrees to Enter into a New Lease at the same rental rate for the period of _____ months.

f. The plaintiff agrees to cure any code violations present in the rental unit within 30 days of execution of this stipulation.

g. This action shall be dismissed with prejudice, and Defendant may remain in the rental unit located at _____ and shall not be evicted for nonpayment of rent for the equal number of months paid.

h. Plaintiff may reopen this court action if Plaintiff does not receive funds from VSHA.

_____ _____

Landlord Signature date Tenant Signature date

Approved:

_____ _____

Attorney for Plaintiff if represented Attorney for Defendant if represented

SO, ORDERED:

_____

Hon.

*These sections must be completed to be eligible to receive funds through Eviction Prevention. Enter $0.00 if not applicable.