



## SUBLETTING 101

### **Subletting is the act of a Loft resident subcontracting their Loft to another individual.**

\*The original lease between the primary resident and the Redstone Lofts still remains in force.

\*The responsibility of rent being paid on time still remains with the primary resident.

\*Any damages to the room or community areas are still the responsibility of the resident.

### **Who Pays the Rent to the Lofts:**

**The primary resident is still responsible that rent is paid each month to the Lofts.**

**The sublet pays their Loft resident.**

### **Who Can Sublet:**

Sublets, just like all Loft residents, must be UVM students, with junior class standing or above.

During the months of summer semester, because of potential room surplus availability to that of UVM students demand, students from other colleges or persons (**but in no event can they be freshman or sophomores**) may apply to sublet at the Lofts.

**Students cannot sublet at the Lofts during the same time they have a housing contract with UVM. Candidates should double check with UVM ResLife that they are not in a housing contract.**

The Redstone Lofts reserves the right to not approve sublet candidates or the subleasing of a Loft; please refer to the Lease Agreement for more details.

### **Subletting Procedure:**

1. The resident chooses their preferred sublet candidate.  
([www.MyRedstoneLofts.com/sublet](http://www.MyRedstoneLofts.com/sublet) offers a posting board!)
2. The resident and sublet complete the Redstone Lofts Sublease Form & Agreement (found at [MyRedstoneLofts.com](http://MyRedstoneLofts.com), the Management Office, or following this page). Students would complete the Sublease Form & Agreement. *If candidate is not a UVM student, they will also need to complete the Non-Student Sublet Application Form section.*
3. The resident will submit the completed & signed form(s) to Management, **along with the \$200 sublet administrative fee** as agreed in the Lease Agreement contract.
4. **An approval or denial will be returned to the resident, which takes up to two weeks.**  
*Plan this approval period into your sublet plans!*
5. The resident and their sublet coordinate room key hand off, move in/out and payment receipts.



**Catamount Student Housing, LLC  
Sublease Information Form and Agreement**

This Sublease Information Form and Agreement (“Sublease Form”) is provided by Catamount Student Housing, LLC (“Landlord”) to \_\_\_\_\_ (“Tenant”), and is made by and between Landlord (through its Manager), Tenant and the Tenant’s Sublessee(s) named below. This Sublease Form creates a binding contract among the parties that have signed below. Reference is made to the Lease Agreement dated \_\_\_\_\_ (the “Agreement”) made by and between Landlord and Tenant with respect to **Loft/Bedroom #** \_\_\_\_\_ (the “Premises”) at Redstone Lofts, located at 165 and 185 Davis Road, Burlington, Vermont (the "Property"). Capitalized terms that are used in this Sublease Form and not defined shall have the meanings given in the Agreement; the Agreement is incorporated by reference into this Sublease Form.

**Primary Loft Lease Dates:** From: \_\_\_\_\_ to: \_\_\_\_\_

**Sublet Lease Dates (must be within above lease dates)** From: \_\_\_\_\_ to: \_\_\_\_\_

**Monthly Rent Due to Lofts from Primary Tenant:** \$ \_\_\_\_\_

**Monthly Rent Due to Primary Tenant from Sublet:** \$ \_\_\_\_\_

**Reason for subletting (leaving):** \_\_\_\_\_

**Communicated to roommate(s)? Y / N If yes, please explain:** \_\_\_\_\_

**The deposit currently on the account, minus any damages or fees (below) shall be returned to (forwarding address):**

\_\_\_\_\_  
\_\_\_\_\_

**How would you like to pay for the \$200 fee:** \_\_\_\_\_

**Sublessee (Sublet) Information**

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

Social Security # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Cell Phone # \_\_\_\_\_

UVM NetID# \_\_\_\_\_

Current Class Standing: \_\_\_\_\_ Anticipated Graduation Year: \_\_\_\_\_

Permanent Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Guardian Name: \_\_\_\_\_ Guardian Cells: \_\_\_\_\_

**YOUR RENTAL/CRIMINAL HISTORY**

**Have you ever: been evicted? Y / N    Been asked to move out? Y / N    Broken a rental agreement or lease contract? Y / N    Declared bankruptcy? Y / N    Been sued for nonpayment of rent? Y / N    Been sued for damage to rental property? Y / N    Been convicted of a felony? Y / N    Received deferred adjudication for a felony? Y / N**

I understand investigative consumer reports may be obtained in connection with my application. I understand these reports will contain information about my background, to include but not limited to criminal history, credit history, driving record, education and prior employment verification. The information may be obtained from Federal, State and Local government agencies. I authorize any party or its contractors to furnish relevant information regarding myself maintained in their records. I further authorize ongoing procurement of information when requested. I allow Redstone and it's parties to check my references and to review my credit with the Credit Bureau Services of Vermont to evaluate my qualifications as a potential tenant; to evaluate my qualifications if the lease is to be renewed; and for rent collection purposes. I warrant that the information supplied is true and correct. I understand that providing false or misleading information will result in the denial of this application for rental housing.

Section 5 of the Agreement states in part "Tenant may not assign or transfer Tenant's interest in this Agreement, or any part hereof, nor sublet Tenant's right to use the Property, apartment or bedroom space, or any part thereof without Landlord's prior written consent, to be granted or withheld in Landlord's discretion....Landlord may consent to Tenant's request to sublet Tenant's right to use the Property, apartment or bedroom space for a summer if Tenant is in good standing and not in default under this Lease Agreement, **Tenant pays Landlord a \$200 sublet fee** and Tenant and the subtenant execute a Landlord approved sublease form. The sublease form will provide that **Tenant remains responsible for the payment of all rent, utilities, damages, liabilities and any costs or charges for which Tenant is responsible under this Lease with respect to the Premises.**

This Sublease Form is Landlord's approved sublease form. If Tenant desires to sublease the Premises for any period of time, Tenant must use this Sublease Form, must pay Landlord the \$200 fee and must obtain Landlord's prior approval as evidenced by the Manager's signature on this Sublease Form.

**Please note that no sublease of the Premises can exceed the term of the Primary Lease Agreement, which expires at 10:00AM on the stated end date.**

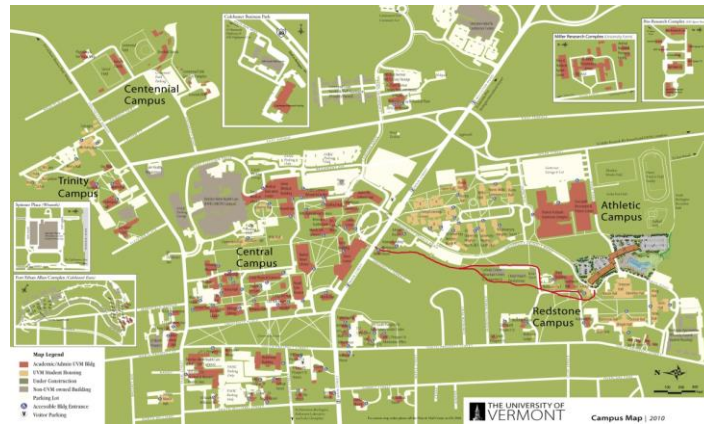
**Tenant is required to continue to pay rent due under the Agreement in full to Landlord while Sublessee pays rent to Tenant. Tenant's Security Deposit cannot be used to pay rent. Tenant's Security Deposit will be returned to Tenant at the end of the lease term in accordance with the terms of the Agreement. Landlord advises Tenant to obtain a security deposit from Sublessee to cover possible damage or cleaning charges.**

Unless waiver is received from Catamount Student Housing/University of Vermont, Sublessee must be a full-time, upper-class student (Junior, Senior, Med, Grad) at UVM. Sublessee's use and occupancy of the Premises, the apartment and the Property is subject at all times, as if Sublessee was the named "tenant" of the Premises, to the terms, conditions and requirements of the Agreement, of the Redstone Lofts Rules & Regulations and of this Sublease Form. Any breach or violation of the terms, conditions or requirements of the Agreement by Sublessee, its guests or invitees may result in immediate termination of the Agreement and/or Sublessee's and/or Tenant's right to use and occupy the Premises and/or may result in the forfeiture of the Security Deposit. Tenant and Sublessee are encouraged to review Section 18 of the Agreement, entitled Breach by Tenant, for further reference. Tenant and Sublessee joint and severally assume all risks associated with the Sublessee's use of the Premises and the Property under the Agreement and this Sublease Form.

Sublessee agrees to sublet the Premises from Sublessor/Tenant during the Sublet Period described above and agrees to pay to Tenant the rents due under the Agreement during the Sublet Period and to comply with all other terms, conditions and requirements of the Agreement, which are incorporated herein by reference, as if Sublessee was the named "tenant" of the Premises. Nothing contained in this Sublease Form shall operate to relieve the Tenant/Sublessor from full compliance with all the terms, conditions and requirements of the Agreement, and the Tenant/Sublessor and the Sublessee shall be jointly and severally liable for the full performance of and compliance with all duties, obligations terms, conditions and requirements under the Agreement. Without limiting the foregoing, (a) Sublessee agrees that Section 19 of the Agreement, entitled **Assumption of Risks; Release; Indemnification, applies to Sublessee** as if Sublessee was the named "tenant" in the Agreement, (b) Sublessee agrees that Landlord shall have all of the rights and remedies described in the Agreement in the event Sublessee breaches or violates the Agreement as if Sublessee was the named "tenant" in the Agreement, and (c) the following provisions of the Agreement apply to Sublessee's tenancy of the Premises during the Sublet Period:

University Code of Conduct. The Sublessee agrees: (i) to comply with and to abide by all laws, ordinances, regulations, etc., of any and all governmental authorities which may affect the Premises; (ii) that the policies, rules and regulations of the University regarding student conduct shall apply to and govern activities and conduct of the Sublessee in and on the Premises; and (iii) to comply with and abide by all such policies, rules and regulations and that the University shall have full power and authority to enforce such policies, rules and regulations with regard to activities and conduct of the Sublessee in and on the Premises. The Sublessee acknowledges that the Sublessee shall be responsible for the action of the Sublessee's guests and visitors as if those actions were the Sublessee's own, and the Sublessee agrees that any such violation of the University's policies, rules and regulations concerning student conduct by the Sublessee or the Sublessee's visitors shall constitute a material breach of the Agreement.

Neighborhood Relations. The adjacent neighborhood between the University's Redstone Campus and downtown Burlington, primarily along South Prospect Street, has recently been incorporated into the University's "Good Neighbor Program" which promotes student awareness of and respect towards the neighborhoods that are adjacent to the University campus. In order to avoid contributing to late night noises in the neighborhoods, Landlord strongly encourages Sublessee to make use of the free, University-sponsored shuttle which runs between the Property and downtown Burlington, which can be accessed at the bus stop on Davis Road at the Property or at the bus stop on Main Street near the Davis Center. Landlord also strongly encourages Sublessee to use the internal University campus sidewalks leading from the Property to Main Street to access the Main Street bus stop. If Sublessee chooses to walk between the Property and downtown Burlington, Landlord strongly encourages Sublessee to use the internal University campus sidewalks. A map of the suggested campus sidewalk route is highlighted in red and is reproduced below for reference.



In all events, Sublessee agrees to maintain the quality and vitality of the Hill Section neighborhood in which the Property is situated by respecting the interests and comforts of neighborhood residents, including their desire to quietly enjoy their properties and raise their families free from unreasonable and excessive noise, litter or other nuisances. Sublessee agrees to be considerate and respectful of neighborhood residents at all times, including without limitation, by **keeping noise to a minimum**—particularly during the hours that working people and children may be sleeping; by **maintaining the cleanliness** of the neighborhood and by treating neighborhood residents with **respect and consideration**.

**Burlington Noise Ordinance.** Without limiting the foregoing, Sublessee shall comply with the City of Burlington Noise Control Ordinance. A summary of the Noise Control Ordinance is included below; the full text of the City of Burlington Noise Control Ordinance is set forth in Appendix A attached to and made a part of the Agreement.

**The City noise ordinance applies 24 hours a day.** There are also special "quiet hours" for the community from 10:00 pm to 7:00 am.

**Unreasonable noise is prohibited.** Noise is unreasonable when it is unreasonably loud given the time, place, and nature of the noise. Noise that is plainly audible between apartments or houses between the hours of 10:00 pm and 7:00 am is considered unreasonable. Sound systems, TVs, and radios cannot be played in an unreasonably loud manner.

**Noise from parties and social gatherings has special regulations.** Such gatherings are defined as situations where one or more participants are not residents. In the event of a noise disturbance, all of the residents at a premise are considered liable in addition to any other person engaged in making noise. Residents who may not have been involved in a disturbance may seek special consideration and should consult with the issuing officer and may also seek special consideration from the court in a judicial proceeding.

**Machinery, power equipment, and construction noise are prohibited from between 9:00 pm and 7:00 am.**

**Certain exemptions apply:** Approved emergency repair or construction work; authorized safety and emergency devices; approved utility and public facility work; snow removal equipment; and approved events by the municipality or by educational institutions.

**Penalties for noise violations *except parties:*** First violation- minimum \$200 for uncontested ticket. Second violation within 24 months- minimum \$300 for uncontested ticket. Note: Issuing officers may choose to reduce or waive the fines for first or second violations upon completion by the offender of a restorative justice program. In the event of a hearing for a first or second violation, a judge may impose up to a \$500 penalty. Third and subsequent offenses are criminal proceedings and carry a \$500 fine.

**Penalties for noise from parties and social gatherings:** First violation- each resident and other offender receives minimum \$300 plus 3 hours in a restorative justice program for an uncontested ticket. Second violation within 24 months- each resident and other offender receives minimum \$400 plus 3 hours in a restorative justice program for an uncontested ticket. In the event of a hearing a judge may apply: (1) for first violations at least a \$200 fine and a required 15 hours of restorative and community service work; and (2) for second violations at least a \$300 fine and a required 18 hours of restorative and community service work. Third and subsequent offenses are criminal proceedings and carry a \$500 fine.

*The noise ordinance is enforced by the Burlington Police Department. Please phone the BPD at (802) 658-2704 if you have questions or need assistance.*

### TENANT/SUBLESSOR AND SUBLESSEE

In consideration of the foregoing, the sublease of the Premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and meaning and intending to be bound hereby, Tenant/Sublessor and Sublessee execute this Sublease Form to evidence their agreement to be bound by the terms and conditions of this Sublease Form.

\_\_\_\_\_  
Signature of Primary Resident/Sublessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Sublessee

\_\_\_\_\_  
Date

### LANDLORD

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and meaning and intending to be bound hereby, Landlord executes this Sublease Form to evidence its consent to the sublease of the Premises and its agreement to be bound by the terms and conditions of this Sublease Form.

Catamount Student Housing, LLC

By:

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date



## NON UVM STUDENT SUBLET APPLICATION

**\*\*Each non UVM student over the age of 18 must complete this application, along with the Sublease Information Form and Agreement, in order to submit a the sublet request\*\***

### APARTMENT APPLYING FOR

Apartment Address: \_\_\_\_\_ Start Date: \_\_\_\_\_

### APPLICANT

Full Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

### PLEASE GIVE RESIDENTIAL HISTORY (Last 5 years)-

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

From \_\_\_\_\_ to \_\_\_\_\_  Rent  Own Monthly Amount: \$ \_\_\_\_\_

Owner/Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

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

From \_\_\_\_\_ to \_\_\_\_\_  Rent  Own Monthly Amount: \$ \_\_\_\_\_

Owner/Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

### PLEASE PROVIDE YOUR EMPLOYMENT INFORMATION AND HISTORY

Your Current Status:  Full Time  Part Time  Unemployed  Retired

Current Employer: \_\_\_\_\_

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

Employed From \_\_\_\_\_ Employed To \_\_\_\_\_  F/T  P/T

Position/Title: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Employer: \_\_\_\_\_

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

Employed From \_\_\_\_\_ Employed To \_\_\_\_\_  F/T  P/T

Position/Title: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**PLEASE PROVIDE US WITH YOUR INCOME INFORMATION** (Please list all sources) use separate page to list additional sources if necessary.

**SOURCE OF INCOME**

**GROSS MONTHLY AMOUNT**

1. \_\_\_\_\_

**PLEASE PROVIDE US WITH THREE (3) REFERENCES, NOT RELATIVES**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Relationship: \_\_\_\_\_ Number of years known: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Relationship: \_\_\_\_\_ Number of years known: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Relationship: \_\_\_\_\_ Number of years known: \_\_\_\_\_

**PLEASE DESCRIBE YOUR CREDIT HISTORY**

Have you declared bankruptcy in the past seven (7) years?  Yes  No

Have you ever been evicted from a rental residence?  Yes  No

Have you had two or more late rental payments in the past year?  Yes  No

Have you ever willfully or intentionally refused to pay rent when due?  Yes  No

Have you ever been convicted of a crime or are there any pending criminal charges?  Yes  No

If yes, please provide Type of Offense, Date, County, and State:

Are you subject to a lifetime state sex offender registry program in any state?  Yes  No

**Please give any additional information that might help owner/management evaluate this application?**

By signing below, I represent that:

- a) I understand investigative consumer reports may be obtained in connection with my application. I understand these reports will contain information about my background, to include but not limited to criminal history, credit history, driving record, education and prior employment verification. The information may be obtained from Federal, State and Local government agencies. I authorize any party or its contractors to furnish relevant information regarding myself maintained in their records. I further authorize ongoing procurement of information when requested. I allow Redstone and it's parties to check my references and to review my credit with the Credit Bureau Services of Vermont to evaluate my qualifications as a potential tenant; to evaluate my qualifications if the lease if the lease is to be renewed; and for rent collection purposes. I warrant that the information supplied is true and correct. I understand that providing false or misleading information will result in the denial of this application for rental housing.
- b) I understand that a financially responsible Guarantor is required for every lease and that this Guarantor must also meet all approval requirements. Failure to provide a Guarantor will entitle management to refuse my application for that reason. A form of Guaranty will be provided if my application is approved, which must be completed in full, signed and returned to Catamount Student Housing, LLC ("Landlord") before Landlord will lease to me a bedroom in Redstone Lofts.
- c) Roommate compatibility is not guaranteed.

In addition, Applicant hereby agrees as follows: **All payments must be paid with a money order, cash or check.** Please make all checks payable to Catamount Student Housing, LLC. Applicants agree to execute a lease and pay all sums due within 48 hours of approval of this application.

Applicant may not take possession of a bedroom or apartment until: (a) all lease documents are properly executed by all parties and delivered to and accepted by Landlord; (b) the apartment/bedroom is available.

Signature

Print

Date

