

OCCUPANCY AGREEMENT

U.S. District Court

District of Vermont



ORDER AND OCCUPANCY AGREEMENT

This Occupancy Agreement ("Agreement") is made between



and Homeland Security Investigations, HSI.

On April 3rd, 2019 the United States of America, by and through Homeland Security Investigations, HSI, seized under authority of a warrant in rem bearing number 2:18-cr-00038-wks, under the provisions of and authority of 21 U.S.C. 853(e)(1)(A) for a restraining order to preserve the availability of the following property that is currently or potentially subject to forfeiture to the United State:, a parcel of real property ("property") located at 55 River Street, Windsor, VT which includes all fixtures and appurtenances thereto, and which is described as follows:

(Description Here)

The United States, by and through the Homeland Security Investigations, HSI, also seized the following personal property which may, at the

option of the Homeland Security Investigations, HSI, remain on the property for the duration of this Agreement:

(Description/Attached list)

The undersigned ("Occupant"), [REDACTED], resided on the property when it was seized and desires to continue to reside there pending the disposition of the forfeiture proceeding with respect to the property.

Therefore, it is hereby agreed, upon execution of the Agreement, and in compliance with all the terms and conditions stated herein, that the Occupant may continue to occupy the property until such time as an order for interlocutory sale or a final disposition order is entered by the Court.

TERMS AND CONDITIONS

1. Occupant shall be permitted to occupy the residence located on the property subject to the terms and conditions of this Agreement as long as the Court permits. It is understood by the Occupant that this Agreement does not create any interest in the land or a

tenancy of any kind, but rather this Agreement is a license by Homeland Security Investigations, HSI, of this property under custody of the Court subject to revocation by the Court at the discretion of the Court or for violations of the terms and conditions of this Agreement.

2. The Homeland Security Investigations, HSI, shall have the right to reenter the property, with or without the consent of Occupant, at reasonable times to inspect and/or appraise the property, or for any other purpose consistent with this agreement.

3. Occupant shall maintain the property at Occupant's expense in the same, or better, condition and repair as when seized. The term "maintain" shall include, but not be limited to keeping the property free of hazards and/or structural defects; keeping all heating, air conditioning, plumbing, electrical, gas, oil, or other power facilities in good working condition and repair; keeping the property clean and performing such necessary sanitation and waste removal; maintaining the property and grounds in good condition by providing snow removal, lawn mowing and all other ordinary and

necessary routine maintenance.

4. Occupant shall maintain casualty and fire insurance equal to the full replacement cost of the property and all improvements thereon, and shall maintain liability insurance for injuries occurring on or resulting from use of the property, or activities or conditions thereon, in the minimum amount of \$145,200.00. Additionally, Occupant shall arrange for a rider to all above-mentioned policies naming the United States as a loss payee and additional insured for the life of the Agreement. Occupant shall deliver proof of such insurance to the Homeland Security Investigations, HSI, no later than the seventh calendar day following the execution of this Agreement.

5. Occupant shall timely pay any and all mortgage, home equity loan, rent, utilities, sewer, trash, maintenance, cable television, tax and/or other obligations, otherwise necessary and due on the property, for the life of this Agreement. Moreover, Occupant shall abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements and/or stipulations or conditions pertaining

to the care, maintenance, control and use of the property.

6. Occupant shall not convey, transfer, sell, lease, or encumber in any way, title to the property. Nor shall he/she permit any other person, other than his/her immediate family, and temporary house guests, to occupy the property.

7. Occupant shall not remove, destroy, alienate, transfer, detract from, remodel or alter in any way, the property or any fixture, which is part of the property, ordinary wear excepted, without express written consent of the Homeland Security Investigations, HSI.

8. Occupant shall not use the property for any illegal purposes or permit the use of the property for such purposes; use the property so that it poses a danger to the health or safety of the public or a danger to law enforcement; or use the property so that it adversely affects the ability of the Homeland Security Investigations, HSI, or its designee to manage the property.

9. Occupant agrees to provide the Homeland Security Investigations, HSI, with thirty (30) days' advance notice, in writing, in the event he/she chooses to vacate the property.

10. The Homeland Security Investigations, HSI, may require Occupant to vacate the property when the interests of the United States so requires. Except for the circumstances described in paragraph 11, or in exigent circumstances, the Homeland Security Investigations, HSI, agrees to provide Occupant with thirty (30) days' advance notice to vacate the property. However, at the discretion of the Court if Occupant fails to vacate the property within that period, the Homeland Security Investigations, HSI, upon notice to Occupant and all parties to the forfeiture action, may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E(4) (d).

11. If Occupant violates any term or condition of this Agreement, except Paragraph 10, the Homeland Security Investigations, HSI, shall notify Occupant that he/she has ten (10) days to correct the violation(s). If Occupant

fails to correct the violation(s) cited by the Homeland Security Investigations, HSI, within that period, the Homeland Security Investigations, HSI, upon notice to Occupant and all parties to the forfeiture action may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E(4) (d).

12. Occupant, on behalf of himself/herself, his/her heirs, statutory survivors, executors, administrators, representatives, successors and assignees ("potential claimants"), agrees that he/she does hereby release the United States, its agencies, agents, assigns and employees ("potential federal defendants") in their official and individual capacities, from any and all pending or future claims for injuries, demands, damages, suits and causes of actions arising from Occupant's possession, maintenance, occupancy and/or use of the property.

13. Occupant, on behalf of himself/herself and other potential claimants further agrees to indemnify the

United States, and other potential federal defendants, as to any and all pending or future claims, demands, damages, suits and causes of actions regarding any damage or personal injuries incurred on, or as a result of, the property while Occupant resides there.


14. Occupant acknowledges that violation of the contents of this Agreement as it pertains to the removal or destruction of property under the care, custody, or control of the Homeland Security Investigations, HSI, constitutes a violation of federal criminal law, specifically, 18 U.S.C. 2233 entitled "Rescue of Seized Property". That section provides for a fine not exceeding \$2,000, or imprisonment not exceeding two (2) years, or both.

15. Occupant agrees to protect, feed and provide all reasonable and necessary veterinary care for any domestic animals permitted by the Homeland Security Investigations, HSI, to remain upon the seized property.

16. This agreement, if executed by a tenant and not an owner of said property, shall supersede any prior rental

agreement. Tenant agrees to pay rent to the Homeland Security Investigations, HSI, or to any property management company designated by the agency in the amount of \$850.00 a month.

17. This Agreement shall be construed in accordance with federal law, and any conflict over the terms and conditions of this Agreement must be decided by the Court as part of the forfeiture action.

Date: April 3, 2019 Occupant: [redacted] [redacted]
Date: April 3, 2019 Occupant: [redacted] [redacted]
Date: _____ Agency: _____
Date: April 3rd 2019 Property Manager: [redacted] 

[If applicable:
Entered as an Order of this Court, dated this _____
day of _____, 199_.

UNITED STATES DISTRICT JUDGE

