

# ND WEATHERIZATION ASSISTANCE PROGRAM RENTAL AGREEMENT

NORTH DAKOTA DEPARTMENT OF COMMERCE

DIVISION OF COMMUNITY SERVICES

SFN 61345 (12/17)

This **AGREEMENT** is made on \_\_\_\_\_(month), \_\_\_\_\_(day), \_\_\_\_\_(year) between:

\_\_\_\_\_ (hereinafter **LANDLORD**)

\_\_\_\_\_ (hereinafter **TENANT**)

\_\_\_\_\_ (hereinafter **AGENCY**)

The parties listed above in this Rental Property Agreement ("THE **AGREEMENT**") for good and valuable consideration agree that the weatherization improvements are subject to the following conditions:

1. The **LANDLORD** and **TENANT** consent and agree that weatherization improvements/services shall be done by the **AGENCY** to the property located at \_\_\_\_\_ (hereinafter PREMISES).
2. The **LANDLORD** and **TENANT** will permit employees of the Agency or its representatives to enter upon the PREMISES as required to perform weatherization work and the inspection of the weatherization work upon its completion.
3. The **AGENCY** agrees to provide weatherization services/improvements, subject to material limitations defined by federal regulations (10 CFR 440), North Dakota Weatherization Program requirements and limitations, and the professional discretion of the Community Action Weatherization Coordinator, to the property of the **LANDLORD** that is occupied by the **TENANT**.

4. In consideration of the weatherization services/improvements provided by the **AGENCY**, the **LANDLORD** agrees to the following:

a. Financial Participation

The landlord agrees to participate financially in the completion of weatherization services by:

\_\_\_\_\_

b. Other Agreements

The terms of this Agreement will be incorporated into any other Agreement between the **LANDLORD** and **TENANT**, and if there is any conflict between this Agreement and the provisions of such other Agreement, the provisions of this Agreement shall govern.

c. Rent Increases

By entering into this Agreement, the **LANDLORD** and his or her heirs or assigns agrees not to increase the rent for the PREMISES above the current monthly rent (\$ \_\_\_\_\_) because of the weatherization work for a period of twelve (12) months from the date of the completion of weatherization improvements.

d. Repairs

The **LANDLORD** agrees to make the repairs/improvements to the PREMISES, specified on Attachment A before weatherization improvements/services are provided by the **AGENCY**.

e. Termination of Tenancy

The **LANDLORD** agrees that for the term of this Agreement there shall be no termination of **TENANT**'s tenancy except for one of the following reasons:

- 1) The **TENANT** fails to pay rent to which the **LANDLORD** is legally entitled.
- 2) The **TENANT** is causing substantial damage to the PREMISES, causing or permitting a nuisance to exist, or is interfering with the safety or comfort of the occupants of the same or adjoining PREMISES.
- 3) The **TENANT** has been convicted of using the PREMISES to commit a felony.
- 4) The **TENANT** has violated a covenant of tenancy or lease.
- 5) The **TENANT** has refused the **LANDLORD** reasonable access to make inspection or repairs.

5. The **LANDLORD** agrees to make a reasonable effort to lease the unit to a low-income person(s) (as defined by 10 CFR 440.22 (a)(1)) in the event that the **TENANT** terminates tenancy prior to the expiration of this Agreement.

6. The **LANDLORD** agrees that in the event of the sale of the PREMISES prior to the expiration date of this Agreement, the **LANDLORD** will comply with one of the following conditions:

- a. Reimburse the **AGENCY** for the cost of weatherization materials installed by the **AGENCY** as of the date of sale.
- b. Transfer the **LANDLORD** obligations under this Agreement to the purchaser of the PREMISES as part of the sale.

7. Failure on the part of the **LANDLORD** to follow the terms of this agreement will result in the cost of weatherization materials installed to be reimbursed by the **LANDLORD** to the **AGENCY**. Should the breach result from an increase in the rental rate, the **TENANT** shall be entitled to recover all monetary amounts in excess of the rental amount contained in this agreement.

8. This Agreement shall begin on \_\_\_\_\_(month), \_\_\_\_\_(day), \_\_\_\_\_(year) and expire twelve months from the date the weatherization improvements/services are completed. (The completion date is defined as the date on which the final inspection was completed by the **AGENCY**. That date will be recorded in the weatherization file, and the **AGENCY** will inform all parties to this agreement of the completion date).

Landlord Signature	Date	Address	City	State	ZIP Code
Tenant Signature	Date	Address	City	State	ZIP Code
Authorized Agent of Agency Signature	Date	Address	City	State	ZIP Code