

**Southeastern North Dakota Community Action Agency**  
LIHEAP Cooling Assistance Program Rental Agreement

**Complete Only  
If You Are A  
Renter**

This agreement is made on \_\_\_\_\_ (month), \_\_\_\_\_ (day), \_\_\_\_\_ (year) between:  
\_\_\_\_\_  
(hereinafter LANDLORD)  
\_\_\_\_\_  
(hereinafter TENANT)  
Southeastern North Dakota Community Action Agency (hereinafter AGENCY)

The parties listed above in this LIHEAP Cooling Assistance Program Rental Agreement for good and valuable consideration agree that the cooling assistance improvements are subject to the following conditions:

1. The LANDLORD and TENANT consent and agree that the improvements/services shall be done by the AGENCY or its representatives 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 cooling assistance work and the inspection of the cooling assistance work upon its completion.
3. The AGENCY agrees to provide cooling services/improvements, subject to material limitations defined by North Dakota Cooling Assistance 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 cooling services/improvements provided by the AGENCY, the LANDLORD agrees to the following:
  - A. 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 the Agreement and the provisions of such other Agreement, the provisions of this Agreement shall govern.
  - B. 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 of lease.
    5. The TENANT has refused the LANDLORD reasonable access to make an inspection or repairs.
5. Right of ownership  
Upon termination of the TENANT'S tenancy, the TENANT shall maintain ownership to any room air conditioner and associated accessories required for its operation, installed on the premises as part of the cooling assistance provided by the AGENCY. The LANDLORD shall maintain ownership of any improvements to the physical structure and any cooling device existing at the time assistance is provided and any subsequent improvements resulting from the assistance.
6. Failure on the part of the LANDLORD to follow the terms of this agreement may result in the cost of cooling assistance improvements installed to be reimbursed by the LANDLORD to the AGENCY.
7. This agreement shall begin on \_\_\_\_\_ (month), \_\_\_\_\_ (day), \_\_\_\_\_ (year) and expire twelve months from the date the cooling services are completed; except item #5 which remains as stated. The completion date is defined as the date on which the final inspection was completed by the AGENCY.

Landlord Signature	Date	Address	City	State	Zip
Tenant Signature	Date	Address	City	State	Zip
Authorized Staff Of SENDCAA	Date	Address	City	State	Zip