



# NORTH DAKOTA WEATHERIZATION PROGRAM RENTAL AGREEMENT

This agreement is make on \_\_\_\_\_ (month), \_\_\_\_\_ (day), \_\_\_\_\_ (year),  
Between:

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

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

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

The parties listed above in the 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 residence of the Owner/Authorized Agent 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. Other agreements

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

- b. 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 (\$ \_\_\_\_\_) for a period of twelve (12) months from the date of the completion of weatherization improvements.

- c. Repairs

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

**-OVER-**

d. 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) in the event that the TENANT terminates tenancy prior to the expiration of the 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 Weatherization Material expenses incurred 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 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. The Agreement shall begin on \_\_\_\_\_ (month), \_\_\_\_\_ (day), \_\_\_\_\_ (year) and expires twelve months from the date the weatherization improvements/services are completed. (The completion date will be defined as the date which the final inspection was completed by the AGENCY and will be recorded in the weatherization file. It will be the responsibility of the AGENCY to inform all parties to the agreement as to the completion date).

In witness hereof the parties executed this AGREEMENT at \_\_\_\_\_,  
North Dakota.

LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED AGENT OF AGENCY \_\_\_\_\_ DATE \_\_\_\_\_



# COMMUNITY ACTION PROGRAM REGION VII, INC.

**2105 Lee Avenue**  
**Bismarck, North Dakota 58504-6798**  
(701)258-2240 FAX (701)258-2245  
1-800-223-0364 www.cap7.com

## TO ALL LANDLORDS

Dear Landlord:

Your renter \_\_\_\_\_ of \_\_\_\_\_ has applied to have your ( ) house, ( ) mobile home, or ( ) apartment weatherized. Our current weatherization policy requires the landlord who includes the heating cost in the rent to contribute \$150.00 per unit. However, if the tenant pays his or her own heating bills, no landlord contribution is required to weatherize this unit. Before we weatherize the unit, 100 percent of the landlord contribution must be paid.

However, if you decide not to contribute, your renter's application will be considered a low priority and will be placed on a waiting list. Then, after you sign the rental property agreement, only general heat waste measures such as caulking, weather-stripping, and plastic storm windows will be installed.

Please check one of the following:

- \_\_\_ 1. I wish to have this unit weatherized and I will contribute the \$150.00.
- \_\_\_ 2. The tenant pays ( ) his or ( ) her own heat. No contribution is required.
- \_\_\_ 3. I feel this unit is energy efficient. It does not need weatherization.
- \_\_\_ 4. I will not contribute \$150.00. You can apply the general heat waste measures. I have signed the rental property agreement.

\_\_\_\_\_  
Landlord Name- Please Print

\_\_\_\_\_  
(Signature of Landlord)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
( Telephone Number)

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