



**MUSKEGON-OCEANA
COMMUNITY ACTION PARTNERSHIP, INC.
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LANDLORD TENANT / LAND CONTRACT AGREEMENT

The Department of Human Services (DHS) Agency weatherization assistance program provides funds to weatherize homes that meet certain income guidelines.

Your landlord has entered into an agreement with the Muskegon-Oceana Community Action Partnership (MOCAP), a grantee of the DHS Agency, to have your building weatherized on your behalf. In return for this weatherization, your landlord has agreed to several provisions that benefit you and give you specific rights. You are called a third-party beneficiary of the Agreement. These provisions and rights are summarized for you below:

1. The landlord cannot raise your rent for two years, except in cases where the landlord can clearly show actual increases in property taxes, maintenance and operating expenses, or other costs not directly related to the weatherization work. However, if you live in a rent controlled or rent stabilized unit, the landlord may receive approval for normal rent increases.
2. If you happen to move out of your unit within a two-year period, the landlord must charge the new tenant the same rent you are being charged.
3. If the owner or landlord sells your building within two years, the new owner must comply with all provisions of the Agreement.
4. The landlord agreed not to institute any eviction, termination or possession action against you for one year, unless you fail to fulfill your normal tenant responsibilities.
5. If your landlord tries to raise your rent within two years, you have the right to assert a claim against the landlord in court. If this happens and you need assistance in asserting your claim, call your local legal service office.
6. You have the right to see the Agreement signed by your landlord and MOCAP. You must use the Agreement document as evidence in court to prove your claim. To obtain a copy or to see the agreement, you may contact MOCAP by phone or write to the address identified on this document.

I verify that I have received a copy of this document:

(Tenant's Signature)

WEATHERIZATION ASSISTANCE PROGRAM
LANDLORD TENANT / LAND CONTRACT AGREEMENT

This agreement applies to buildings containing rental dwelling units, located in the State of Michigan. It also applies to individuals living under a land contract who are unable to provide legal documentation of said land contract. This agreement is made and entered into by and between

Muskegon-Oceana Community Action Partnership

(The Local Weatherization Operator)

(The Owner)

(Premises to be Weatherized)

This agreement shall commence on the _____ day of _____, 20_____,
and shall terminate on the _____ day of _____, 20_____.

WHEREAS, DHS is a state agency responsible for administering federally funded weatherization programs in Michigan in accordance with federal and state laws, and regulations governing the programs; and

WHEREAS, DHS has contracted with the Local Weatherization Operator to use said funds to make weatherization materials and weatherization labor available for benefit of eligible households; and

WHEREAS, many eligible households reside in rental housing in buildings containing rental dwelling units which may be weatherized if not less than 66 percent for building with five or more units and 50 percent for two and four unit buildings of the dwelling units in the premises are eligible dwelling units; and

WHEREAS, the eligible households residing in the dwelling units and buildings receiving weatherization assistance are the intended third party beneficiaries of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. The Local Weatherization Operator agrees to provide certain weatherization program improvements to the premises of The Owner and occupied by the eligible Tenant (s) cited in Exhibit A. Such improvements may include any or all of the measures identified from the energy audit.

2. In consideration for the weatherization improvements, The owner does covenant and agree that the monthly rental fee of the premises, as shown on Exhibit A, shall not be increased for a period of two years from the commencement date, unless such rental increase can be fully justified due to significant increases in actual operating costs.
3. The Owner agrees to maintain the weatherization material installed under this Agreement, in accordance with all relevant codes regarding maintenance.
4. The Owner agree not to evict, terminate or institute any court action possession against any eligible dwelling unit tenant for the 12 months following the commencement date except for:
 - Failure to pay rent;
 - Violating the terms of the lease (other than to surrender possession upon proper notice);
 - Causing substantial damage to the premises
 - Permitting a nuisance;
 - Carrying on unlawful business.
5. The Owner agrees that the terms, premises, and obligations of this Agreement shall supersede and be superior to any inconsistent provision of any written lease agreement affecting the rent collected for the eligible dwelling units identified in Exhibit A.
6. The Owner agrees and consents to permit The Local Operator and its employees to enter upon the premises for the purpose of making the weatherization improvements. The Local Weatherization Operator is granted the right to inspect the premises and examine any heating fuel and utility charges and cost with respect to the premises. Representatives of the U.S. Department of Energy and the State are also granted the right to inspect the premises weatherized by the Local Weatherization Operator.
7. In the event that the Owner increases the rent charged to an eligible household occupying an eligible dwelling unit, the occupant(s) of the eligible dwelling unit as third party beneficiaries of the Agreement can assert any direct claims against The Owner in any action or special proceeding in any court pf appropriate jurisdiction.
8. In the event that The Owner initiates any eviction, termination, and/or possession action on an eligible household occupying ineligible dwelling units, the occupants of the dwelling unit as third party beneficiaries of the Agreement can assert any direct claims against The Owner in any Action or special proceeding in any court of appropriate jurisdiction.
9. That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law.

10. The Local Weatherization Operator shall not be held responsible or liable in any way for the failure to provide work, labor, service, or materials provided for by the terms of this Agreement by reason of federal, state, or local requirements or regulations prohibiting the provision of such work, labor, service, or materials.
11. The Local Weatherization Operator shall provide a synopsis of the terms of this agreement to the households occupying each dwelling unit within 30 days of the date of the commencement date of this Agreement. Further, The Local Weatherization Operator shall provide, or cause the owner to provide, a synopsis of the terms of this Agreement to subsequent households occupying each eligible dwelling unit and to the new and subsequent occupants of eligible dwelling units vacant as of the commencement date of this Agreement.
12. The Local Weatherization Operator shall provide any occupant of an eligible dwelling unit access to this document in accordance with federal and state laws.
13. Exhibits A, B, and C shall be signed by both parties and become part of this Agreement upon signing by both parties. In the event an exhibit cannot be completed at signing, provisions related to those exhibits shall not be considered binding until such times as they are completed, signed by both parties, and attached to this Agreement.
14. The provisions of this Agreement are severable. If any provision of this Agreement is found invalid, such a finding shall not affect the validity of this Agreement as a whole or any part or provision so found to be invalid.

Signature of Owner or Authorized Representative

Date

Owner's Address

Signature of Local Weatherization Operation Representative

Date

<p>The Local Weatherization Operator will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs.</p>
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EXHIBIT A

ELIGIBLE DWELLING UNITS AND RENT

The document eligible dwelling units, including those listed on Exhibit B, which are to be weatherized by this agreement, and each unit's rent as of the commencement date of this Agreement are as follows:

<u>Address</u>	<u>Unit Number</u>	<u>Monthly Rent</u>

Signature of Owner or Authorized Representative

Signature of Local Weatherization Operator Representative

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EXHIBIT B

DESIGNATED VACANT ELIGIBLE DWELLING UNITS

The designated vacant eligible dwelling units which are to be rented to or occupied by an eligible household within 180 days in cases of federal, state or local government program for rehabilitating or making similar improvements to the dwelling unit(s).

<u>Address</u>	<u>Unit Number</u>

Signature of Owner or Authorized Representative

Signature of Local Weatherization Operator Representative

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**STATE OF MICHIGAN
WEATHERIZATION ASSISTANCE PROGRAM**

**EXHIBIT C
WORK SCOPE**

The national Energy Audit (NEAT) or priority list shall be utilized to determine the appropriate measure for all single family and multi-family (four units or less) hoes weatherized with the exception of mobile homes.

The NEAT shall allow for the consideration of the following weatherization measures:

- Attic insulation (various levels)
- Wall insulation
- Sillbox insulation
- Foundation insulation
- Floor insulation (various levels)
- Duct insulation
- Broken windowpanes
- Caulk windows
- Health and safety measures

Multi-family homes with five or more units will be evaluated for appropriate measures by an audit subject to the approval by DHS.

Signature of Owner or Authorized Representative

Signature of Local Weatherization Operator Representative