

Maine State Housing Authority (MaineHousing)
WEATHERIZATION ASSISTANCE PROGRAM (WAP)
CENTRAL HEATING IMPROVEMENT PROGRAM (CHIP)

RENTAL AGREEMENT

1. The parties to this Rental Agreement (hereinafter the "Agreement") are the following:
_____ Hereinafter "Tenant"
_____ Hereinafter "Landlord"
_____ Hereinafter "Agency"
2. The Landlord consents and agrees that the Agency may make WAP and/or CHIP improvements or repairs in accordance with the MaineHousing rules to the property located at _____ in _____ Maine (hereinafter "Property") and presently leased to the Tenant.
3. In consideration of the WAP and/or CHIP services provided by the Agency, the parties agree to the following:
 - a. OTHER LETTING OR LEASE AGREEMENT - The parties agree that the terms of this Agreement are incorporated into any written letting or lease agreement between the Landlord and the Tenant and if there is any conflict between the provisions of this Agreement and the provisions of such letting or lease agreement, the provisions of this Agreement shall govern.
 - b. RENT INCREASE - The present rent for the Property is \$ _____ per _____. The amount of rent will not be raised because of any increase in the value of the Property due solely to the WAP and/or CHIP improvements made to the Property during the term of this Agreement as described in Section 5 below. The amount of rent charged to the Tenant may only be increased to reflect the Tenant's prorated share (being determined by a ratio of the living space in the Tenant's apartment to the total building residential space) of the following expenses actually incurred and documented by the Landlord:
 - i. Actual increases in property taxes other than increases due to WAP and/or CHIP improvements made to the Property, as documented by a property tax bill relative to the Property.
 - ii. Actual cost of amortizing improvements other than WAP and/or CHIP improvements to the Property which occurred on or after the date of this Agreement and which directly benefits the Tenant as relevant evidence of such improvements.
 - iii. Actual increases in expenses of maintaining and operating the Property, as documented by bills, invoices and other relevant evidence of such expenses, taking into account the savings attributable to WAP and/or CHIP improvements made to the Property.

This section may be waived if, and only if, the Property is found eligible for subsidy, in which case the actual rent charged by the Landlord shall conform to the standards of such subsidy program.
 - c. TERMINATION OF TENANCY - There shall be no termination of tenancy except for the following reasons: (1) the Tenant, Tenant's family or an invitee of the Tenant has caused substantial damage to the Property which the Tenant has not repaired or caused to be repaired, (2) the Tenant has caused or permitted a nuisance at the Property, (3) the Tenant has caused or permitted an invitee to cause the Property to become unfit for human habitation, (4) the Tenant has violated or permitted a violation of the law regarding tenancy, (5) the Tenant is seven (7) days or more in arrears in payment of the rent. Termination shall be in accordance with the provisions of 14 M.R.S.A § 6002 (1).

d. SALE OF PROPERTY - In the event the Landlord sells the Property within one (1) year of the completion of the WAP and/or CHIP improvements, the Landlord agrees to pay the Agency an amount equal to the cost of the WAP and CHIP improvements made to the Property as of the date of sale. Said amount shall be paid to the Agency within sixty (60) calendar days of the date of sale.

4. Landlord agrees that in the event that the Tenant's tenancy is terminated before one (1) year from the completion of WAP and/or CHIP improvements, the Landlord will exercise its best efforts to lease the Property to a low-income Tenant.
5. The Agreement will begin on the date of the signature of the parties and will expire on the first rent payment date which occurs twelve (12) months after the date the WAP and/or CHIP work is completed, as documented by the WAP/CHIP Inspection Completion form.
6. It is intended by the parties that all parties to this Agreement, including the Tenant, are beneficiaries of this Agreement and shall have the right to enforce this Agreement.
7. The Landlord and the Tenant authorize the Agency to receive a statement from the fuel supplier/utility supplier as to the quantity of fuel used at the Property in each of the past three (3) years and the future three (3) years. The information is to be used only to determine the cost effectiveness of the WAP and CHIP improvements.

Dated _____

Landlord Signature

Witness

Dated _____

Tenant Signature

Witness

Dated _____

Agency Signature

Witness