

# **WISCONSIN RENTAL AGREEMENT**

**USED PRIMARILY IN RURAL AREAS**

CONTRACT FOR SERVICE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

hereinafter called the Owner, and CAP Services, Inc., 5499 Highway 10 East, Stevens Point, WI, 54481, (715) 345-5200, Hereinafter called the Contractor,

for work to be completed on the structure located at

Address:

City, State, Zip:

occupied by \_\_\_\_\_, hereinafter called the Tenant.

The Owner does hereby engage the Contractor to furnish all labor and materials described on the attached Weatherization Work Form. All materials installed shall comply with applicable Department of Energy regulations. There shall be no charge to the Tenant for materials or labor.

The estimated date of commencement shall be within sixty days of acceptance, and completion estimated to be within sixty days of commencement.

The work will be completed for the sum of \_\_\_\_\_

The Owner's share of the cost of this work shall be \_\_\_\_\_

to be paid to CAP Services by Owner in two installments of \_\_\_\_\_. The first payment is to be paid upon Owner's acceptance of work when signing this contract. The balance is due within thirty days of completion and approval. Any disputes arising from the Owner's approval of completed work shall be resolved by a CAP Services representative.

The weatherization work performed is subject to material limitations defined by federal regulations, program requirements and limitations, and the professional discretion of the CAP crew supervisor.

It is agreed by and between the parties that the rent for the above referenced premises shall not be raised for a period of one year from the completion date of the work herein contracted, nor shall Owner terminate Tenant's lease without cause for one year from the completion date.

The terms of this Contract shall be binding on the parties here-to, their heirs, executors, administrators, representatives, successors and assigns.

The Contract can be changed only by an agreement in writing signed by each party. The Owner and Contractor have signed this Contract as of the date above. Failure to respond within 30 days may make this offer invalid.

Owner \_\_\_\_\_

Contractor \_\_\_\_\_  
(CAP Services' Representative)

COMPLETION APPROVAL

The Owner has the right to inspect the work within thirty days of completion. H/She may waive that right if distance or scheduling make on-site visits difficult.

(Please initial option selected below)

I waive the right to final inspection. \_\_\_\_\_

I want to complete a final inspection. \_\_\_\_\_

(Sign below only for work inspected, upon satisfaction with work.)

Owner \_\_\_\_\_

Date \_\_\_\_\_

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THE CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS OR HER MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND HIS OR HER LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ADDENDUM TO CONTRACT

Tenant residing at \_\_\_\_\_  
premises owned by \_\_\_\_\_  
understand that the Contract between Owner and CAP Services  
stipulates that:

1. Rent on the above-referenced premises shall not be raised for a period of 12 months following the completion of weatherization work.

2. I shall not have the lease terminated on my tenancy without legal cause for a period of 12 months following completion date of weatherization work.

3. Owner shall not sell premises unless the Buyer agrees to assume all obligations contained in above-referenced Contract with CAP Services, Inc.

Tenant \_\_\_\_\_

CAP Services'  
Representative \_\_\_\_\_

# **TEXAS RENTAL AGREEMENT**

**USED PRIMARILY IN RURAL AREAS**

# HOMEOWNER AGREEMENT

## WEATHERIZATION PROGRAM AGREEMENT FOR RENTAL UNITS

Owner \_\_\_\_\_

Owner's Address \_\_\_\_\_

Owner's Phone Number \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant's Residence Address \_\_\_\_\_

Tenant's Phone Number \_\_\_\_\_

Weatherization Agency \_\_\_\_\_

---

This agreement is entered into by and between the above named Owner/Authorized Agent, Tenant and Weatherization Agency.

The Weatherization Agency has determined that the Tenant's residence is eligible for the weatherization improvements (under 10CFR440).

A residence is considered "completed" upon completion of the final inspection of the weatherized work by the Weatherization Agency.

The parties to this Homeowner Agreement ("the Agreement") for good and valuable consideration agree that the weatherization improvements are subject to the following conditions:

1. The Weatherization Agency agrees to provide weatherization services/improvements to the residence of the Owner/Authorized Agent that is occupied by the current tenant.

2. By entering into this Agreement, the Owner and his or her heirs or assigns agrees not to raise rent on the above described property for a period of 12 months from the date of the completion of weatherization improvements.

3. Owner also agrees that the tenant will not be evicted, regardless of type of rental agreement, without legal cause (non-payment of rent, etc.) for a period of 12 months from the date of the completion of weatherization improvements.

4. If this agreement is not adhered to by the Owner and/or the rent is raised, the cost of the weatherization improvements shall be reimbursed by the owner to the agency providing the weatherization services.

5. If the Tenant is leasing a low-income federally subsidized residence, then this Agreement shall supercede any & all rental contract agreements between the Owner and other state and/or federal agency.

6. The parties to this Agreement agree that no undue or excessive enhancement shall be provided to the rental unit or building due to this weatherization assistance provided.

7. The Owner agrees to rent the premises at the current rate of \$\_\_\_\_\_ per \_\_\_\_\_ for a minimum of 12 months from the date of completion of weatherization improvements.

This Agreement constitutes the full and complete agreement between the parties.

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Agency Representative Date

\_\_\_\_\_  
Tenant Date

The original document stays with the Weatherization Agency

One copy goes to the Owner/Authorized Agent, one copy goes to the tenant.

2023/EA

# **NEW YORK RENTAL AGREEMENT**

**USED IN 1-4 DWELLING UNITS**



**WEATHERIZATION ASSISTANCE PROGRAM  
BUILDING OWNER AGREEMENT  
1-4 DWELLING UNITS**

It is agreed by and between \_\_\_\_\_ and \_\_\_\_\_, the Owner/Authorized Agent of the premises located at \_\_\_\_\_ as follows:

1. The owner agrees to cooperate with the agency by assisting the agency to gather all records and documents necessary for the Agency to determine if the tenants residing at the premises are eligible for weatherization services. The Agency shall gather and keep confidential the names and incomes of tenants living at the premises.
2. If the agency in its sole discretion, determines that the premises is eligible for weatherization services, the Agency agrees to weatherize the premises in accordance with applicable codes, laws and regulations. A general description of the full range of services that may be rendered is attached. The agency agrees to forward a summary of the workscope to the owner after the energy audit is completed. In exchange for these services, the owner agrees to be bound by the terms and conditions of this Agreement for a period of \_\_\_ years commencing on the date signed.
3. The owner agrees not to evict the tenant(s) during the period of this Agreement, except for cause. The owner agrees not to increase the rents at the premises during the period of this Agreement except to recover actual increases in property taxes or the costs of improving the premises (not resulting from this Agreement). Where this is the case, the owner agrees to recover only a pro rata share of the cost from each tenant. This provision replaces existing rights to raise the rent except lease renewal and vacancy increases authorized by the New York City Rent Guidelines Board or other rent control entity under the aegis of the New York State Division of Housing and Community Renewal. A list of units and rents must be attached to this Agreement.
4. The owner agrees to rent vacant dwelling units identified in the Attachment to this Agreement to households eligible to receive weatherization services. These dwelling units must be rented to eligible households within 180 days of Department of State Certification that the project has been satisfactorily completed and a 180-day Vacancy Agreement must be signed for each unit. Apartments that become vacant during the term of this Agreement must be rented to income eligible households within 90 days.
5. The owner hereby swears or affirms that the premises is not presently being offered for sale and further agrees to give the agency thirty days (30) notification of the sale or conversion of the premises. At least ten days (10) prior to the sale or conversion the Owner agrees to obtain, in writing, the purchaser's consent to assume the owner's obligations under this Agreement or, if this consent is not obtained, to pay the agency the full cost of weatherization pro-rated by the number of months left under this Agreement.

**WEATHERIZATION ASSISTANCE PROGRAM  
BUILDING OWNER AGREEMENT  
1-4 DWELLING UNITS**

6. The owner agrees to make the repairs or improvements (if any) specified in the owner's work agreement attached to this Agreement. Such owner investment in the weatherization shall be handled in the manner prescribed in the Policy and Procedures Manual. The agency need not commence its work until this work is done to the agency's satisfaction. If the Owner fails to complete, or cause to be completed, the work to the agency's satisfaction, the agency may complete the work or cause it to be completed and charge the landlord accordingly including charges for support services and reasonable attorney fees.
7. The owner agrees to maintain the weatherization materials installed under this Agreement in accordance with all relevant codes.
8. The agency agrees to begin installation of weatherization materials on or about \_\_\_\_\_, 19\_\_\_\_. From this date through the completion of the weatherization work, the Owner agrees to give the Agency access during normal business hours to all dwelling units and common areas to be weatherized.
9. The agency and owner agree that the tenants, present and future, are meant as the persons to benefit from the weatherization program and may enforce this Agreement. The agency shall provide a synopsis of this Agreement to each tenant. The agency agrees to provide a copy of this Agreement to each tenant upon request. The owner agrees to provide a copy of this Agreement to all future tenants while this Agreement is in effect.
10. The agency agrees to give the owner written notice of non-compliance with this Agreement and the grounds for the notice. If within seven (7) days of receipt of the notice, the owner fails to take responsible steps to come into compliance, the Owner will be considered in default of the Agreement.
11. Upon default of this Agreement, the owner agrees to pay to the Agency the full cost incurred by the agency relating to this Agreement, including materials, labor, support and administrative costs. In the event that the Agency has not begun to weatherize the premises at the time of default, the owner will be required to pay the agency for any custom ordered materials and an amount equal to ten percent 10% of the projected weatherization costs.

I certify that I have given my permission to allow work on the property listed above, and that I will not be held liable for any injuries or damage.

\_\_\_\_\_  
Owner/Authorized Agent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
For the Agency

\_\_\_\_\_  
DATE

# EXHIBIT A

## Eligible Dwelling Units and Rents

The documented eligible dwelling units including designated eligible vacant units which are to be weatherized or caused to be weatherized by the Agency under the attached Agreement and each unit's rent as of the effective date of the attached Agreement are as follows:

Address: \_\_\_\_\_

Unit Number or Description

Rent as of \_\_\_\_\_

**EXHIBIT B**

**Weatherization Agency's Workscope:**

**\*The Agency's Building Check and Job Order Sheet, Apartment Building Job Order Sheet, or other DOS Approved Audit and Workscope may be used as Exhibit C providing it clearly outlines that work and only that work to be performed by the Agency under the WAP.**

**Initials:** \_\_\_\_\_  
                  **OWNER**                  **AGENCY**

**EXHIBIT C**

**Owner's Workslope:**

**Initials:** \_\_\_\_\_  
                    **OWNER**                    **AGENCY**