

HEARTWAP STANDARD AGREEMENT #6

Tenant/Property Owner/Agency HEARTWAP Agreement

1. The parties to this agreement are the following:

_____ (hereafter Tenant)

_____ (hereafter Owner)

Citizens For Citizens, Inc. _____ (hereafter Agency)

2. The date of Agency's signature will be the effective date of this agreement.
3. The Owner consents and agrees that the Agency may do the following with respect to the property located at _____, currently being leased or rented to the Tenant:

- a. Enter the premises for the purpose of performing a heating system inspection.
- b. Perform heating system work which the Agency determines in its discretion is necessary and appropriate as a result of the Agency's inspection of the property and in accordance with the HEARTWAP program regulations and the Massachusetts Oil Burning Equipment regulations 527 CMR 4.00. The Owner agrees to permit the Agency and Agency's contractors to enter both the Tenant's apartment and appropriate common areas of the building for the purposes of accomplishing the heating system work. The work will be performed in accordance with the Owner's consent as further specified below: (initial one)

_____ I consent to performance by the Agency and its contractors of any heating system work determined necessary and appropriate by the Agency as a result of its inspection of the property. I understand that the Agency will provide a detailed statement of the work performed and the associated value upon completion of the work.

_____ I will provide a separate consent to performance of heating system work by the Agency and its contractors following my receipt of the Agency's inspection report and a statement of estimated work and associated value. This additional consent will be attached to this agreement as "Attachment B." I understand that the Agency will provide a detailed statement of the work performed and the associated value upon completion of the work.

4. The maximum value of the materials and labor to be supplied by the Agency for asbestos abatement work, for which the property may also be eligible, is \$1,600. The Owner understands and agrees that any and all work will be performed at the Agency's discretion as set forth above

and the value of materials and labor actually received may be lower than this maximum. The agency agrees to complete the heating system work by the date of

_____.

5. If the Owner is required to make repairs to the property prior to the performance of heating system work, the Owner agrees to complete the repairs by the date of _____ . Except where the Owner receives a written extension from the Agency, time is of the essence in the performance of repairs by the Owner.
6. The Owner and Tenant authorize the Agency to receive a statement from the fuel/utility supplier as to the quantity of fuel used at the above address in each of the past three years as well as a projection for the future three years. The information is to be used only to determine the cost effectiveness of the heating system improvements.
7. The Owner agrees that the rent for the dwelling unit will not be raised because of any increase in the property value due solely to the heating system work performed.
8. In consideration of the heating system work performed by the Agency, the Owner further agrees to the following stipulations which will be effective as of the date of this Agreement and through a period of one year following the completion of the heating system work:
 - a. The present rent of \$_____ per wk ___/mo___ will not be raised for any reason.

However, this paragraph may be waived by the Agency in writing if the premises are leased under a state or federal rent subsidy program, in which case the actual rent charged by the Owner shall conform to the standards of the rent subsidy program.

- b. The Owner will not institute and summary process action for possession except in the case of nonpayment of rent or other good cause related to the Tenant or any successor to the Tenant.
- c. In the event the Owner decides to sell the property, the Owner shall comply with one of the two requirements below:

The Owner shall not sell the property unless the buyer agrees in writing, with a copy sent to the Agency, to assume all the obligations of the Owner set out in this agreement.

or

The Owner shall pay the Agency an amount equal to the cost, as certified by the Agency, of the heating system work performed in the premises as of the sale date. Said amount shall be paid to the Agency immediately upon the sale.

9. At the end of the one year period set forth in Paragraph 8 above, the rent shall not be raised more than _____% per year for an additional period of _____ years and the provisions of 8b and 8c above shall continue in effect for said period. However, the rent provision of this Paragraph 9 may be waived by the Agency in writing if the premises are leased under a state or federal rent subsidy program, in which case the actual rent charged by the Owner shall conform to the standards of the rent subsidy program.
10. The parties agree that the terms of this agreement are incorporated into any other lease or agreement between the Owner and the Tenant and between the Owner and any successive tenants. If there is any conflict between the provisions of this agreement and the provisions of another lease or agreement, the provisions of this agreement take precedence. However, if the other lease or agreement contains stronger protections for the Tenant, such stronger protections shall apply.
11. In the case of a breach in this agreement by the Owner, the Owner shall reimburse the Agency an amount equal to the cost, as certified by the Agency, of the heating system work performed, as well as any attorney and court fees associated with the work. The Owner may also be liable for damages to the Tenant in accordance with applicable law and the Owner shall reimburse the Tenant for attorney and court fees in such instances.
12. The parties acknowledge that this agreement is under seal. It is intended by the parties that the Tenant or any successive tenant is the intended beneficiary of this agreement and shall have a right of enforcement.

Tenant

Date

Owner

Date

Agency

Date