

Form 23: Sample Collective Bargaining Agreement

Agreement

This Agreement is entered into by and between (1) _____ (owner), who is the owner of the multi-family residential properties (hereinafter, the "Owner") located at _____
_____ (address) (hereinafter, the "Properties"); and (2) the _____
_____ (name of tenant association) (hereinafter, the "Association") and the tenants in _____ (number of tenants covered by the agreement) specified apartments in the Properties (hereinafter, the "Covered Tenants"), as follows:

[Write the name of each Covered Tenant]

1. *Covered Tenant's Name*
2. *Covered Tenant's Name*
3. *Covered Tenant's Name*
4. *Covered Tenant's Name*

WHEREAS the Owner has recently purchased the Properties and the Covered Tenants have resided in the Properties since prior to the Owner's purchase thereof; and

WHEREAS subsequent to his purchase of the Properties the Owner has sought to increase the rents of the Covered Tenants; and

WHEREAS the Covered Tenants have objected to the rent increases because of the difficulty they would encounter in paying the higher amounts requested; and

WHEREAS the parties have met in an effort to negotiate a settlement of this matter with the assistance of the _____ (name of agency which has helped parties negotiate an agreement); and

WHEREAS the parties agree that it is in their mutual interests to avoid further uncertainty and expenditure of time and resources;

I. Five-Year Agreement; Limitations on Rent Increases

This Agreement shall continue from _____ (starting month, day, year) through _____ (ending month, day, year). During the period of the Agreement, the Owner shall be restricted in the amount of rent increases he can demand or collect from Covered Tenants. The monthly contract rent for the term of this Agreement for each Covered Tenant is set forth in the "Rent Schedules for _____ (address of the Properties)" Spreadsheet at the end of this Agreement. Across from the name of each Covered Tenant under Column D is the Current Rent for the first year; under Column E is the rent as of _____ (month, year); under Column F is the rent as of _____ (month, year); under Column G is the rent as of _____ (month, year); and under Column H is the rent as of _____ (month, year). The rent level for each Covered Tenant, as set forth in the Spreadsheet, is explained more fully below.

II. Rent Levels for Tenants Who Already Possess Section 8 Vouchers

The monthly rent for each Covered Tenant who already possesses a Section 8 voucher shall be as set forth below:

- A. The monthly contract rent for each Covered Tenant who already has a Section 8 voucher (shall be the rent set by the _____ (name if agency) pursuant to the provisions of the Section 8 program in an amount not greater than the then-current (name if agency) Section 8 payment standard given such Tenant's family size minus the applicable utility allowance.
- B. Nothing in Section I above shall be construed to deny the Owner the right during the period of this Agreement to seek to raise the Tenant's rent pursuant to the provisions of the Section 8 program, provided however that the Owner shall not seek to raise the rent to a level at which the Tenant's portion of such rent (plus applicable utility allowance) exceeds thirty percent (30%) of the Tenant's adjusted gross income as calculated by the _____ (name of agency) pursuant to the guidelines of the Section 8 program.

III. Rent Levels for Covered Tenants Not Applying for Section 8 Vouchers

The monthly rent for each Covered Tenant who does not have a Section 8 voucher shall for the period from the execution of this Agreement through _____ (month, day, year that agreement ends) be the amount set forth across from that Tenant's name as follows:

- A. For the period from the execution of this Agreement through _____ (month, day, year that marks the end of year 1) the amount under Column D of the Spreadsheet.
- B. For the period from _____ (month, day, year that marks the beginning of year 2) through _____ (month, day, year that marks the end of year 2) the amount under Column E of the Spreadsheet.
- C. For the period from _____ (month, day, year that marks the beginning of year 3) through _____ (month, day, year that marks the end of year 3) the amount under Column F of the Spreadsheet.
- D. For the period from _____ (month, day, year that marks the beginning of year 4) through _____ (month, day, year that marks the end of year 4) the amount under Column G of the Spreadsheet.
- E. For the period from _____ (month, day, year that marks the beginning of year 5) through _____ (month, day, year that marks the end of year 5) the amount under Column H of the Spreadsheet.

IV. Limitation on Evictions

During the period of this Agreement, that is, from the date of execution of the Agreement through _____ (month, day, year that marks the end of the agreement), the Owner shall not seek to terminate the tenancy of any Covered Tenant except on the basis of: (a) non-payment of rent; or (b) grounds that constitute fault on the part of the Tenant or a family member named on the Tenant's lease.

**V. Contingency for Failure of _____
(housing agency) to Issue Certain Section 8 Vouchers**

In the event that, for whatever reason, the _____ (*name of housing agency*) fails to issue Section 8 vouchers to any of Covered Tenants denoted in Column C of the Spreadsheet as "Agreement," then for each such Tenant, the monthly rent during the period of the Agreement shall be as follows:

- A. For the period from the execution of this Agreement through _____ (*month, day, year that marks the end of year 1*) the amount under Column D of the Spreadsheet.
- B. For the period from _____ (*month, day, year that marks the beginning of year 2*) through _____ (*month, day, year that marks the end of year 2*) the monthly rent for each such Tenant shall be the amount under Column D plus the sum of \$40.00.
- C. For the period from _____ (*month, day, year that marks the beginning of year 3*) through _____ (*month, day, year that marks the end of year 3*) the monthly rent for each such Tenant shall be the amount under Column D plus the sum of \$70.00.
- D. For the period from _____ (*month, day, year that marks the beginning of year 4*) through _____ (*month, day, year that marks the end of year 4*) the monthly rent for each such Tenant shall be the amount under Column D plus the sum of \$100.00.
- E. For the period from _____ (*month, day, year that marks the beginning of year 5*) through _____ (*month, day, year that marks the end of year 5*) the monthly rent for each such Tenant shall be the amount under Column D plus the sum of \$130.00.

VI. Agreement Limited to Covered Tenants

The provisions of this Agreement shall apply only to the Covered Tenants listed herein. No Covered Tenant shall assign his or her rights under this Agreement without the consent of the Owner. If any of the Covered Tenants vacates the Properties, the Owner shall be under no obligation to offer to any new tenant the terms and conditions contained in this Agreement.

- A. The provisions of this Agreement concerning the rent levels of each Covered Tenant through _____ (*month, day, year that marks the end of the agreement*), as well as those concerning restrictions on rent increases and evictions during that same period, are understood by the parties to constitute leases or lease addenda between the Owner and each Covered Tenant and, as such, shall survive any conveyance of the Properties by the Owner.
- B. If the Owner seeks to market any of the buildings comprising the Properties at any time prior to _____ (*month, day, year that marks the end of the agreement*), he shall notify the Association, through its attorneys, of this fact promptly upon commencing any marketing efforts.
- C. If the Owner enters into a purchase and sale agreement for any of the buildings comprising the Properties at any time prior to _____ (*month, day, year that marks the end of the agreement*), he shall include in such purchase and sale agreement a provision that the parties will execute an assignment of this Agreement from the Owner to the buyer, and the Owner shall promptly provide the Association, through its attorneys,

with a copy of such purchase and sale agreement. If the Owner and any buyer of any building comprising the Properties fail to execute a valid assignment of this Agreement, then the Owner shall indemnify each Covered Tenant for any losses, including attorney's fees, sustained by such Covered Tenant as a result of rent increases imposed or eviction actions brought by the buyer where such rent increases or evictions would have been in violation of this Agreement had this Agreement been properly assigned by the Owner to the buyer.

Executed as a sealed instrument on the day and year set forth below.

Owner's Name

Date: _____

Attorney for the Owner

Date: _____

Name if Each Covered Tenant (need signature line for each Tenant)

Date: _____

Attorney for the Tenants Association

Date: _____

Rent Schedules for _____ (address of property)

A	B	C	D	E	F	G	H
Tenant	Unit	Existence of Section 8	Current Rent Year 1	Rent as of	Rent as of	Rent as of	Rent as of
				(Month, year) Year 2	(Month, year) Year 3	(Month, year) Year 4	(Month, year) Year 5
Tenant's name	I-A	yes	671				
Tenant's name	I-B		715	755	785	815	845
Tenant's name	I-C	yes	700				
Tenant's name	I-D	yes	609				
Tenant's name	2-A		700	740	770	800	830
Tenant's name	2-B	yes	700				
Tenant's name	2-C	yes	650				
Tenant's name	2-D		600	640	670	700	730
Tenant's name	3-A		600	640	670	700	730
Tenant's name	3-B		600	640	670	700	730
Tenant's name	3-C		600	640	670	700	730
Tenant's name	3-D	yes	650				
Tenant's name	3-E	yes	700				
Tenant's name	4-A		715	755	785	815	845
Tenant's name	4-B		715	755	785	815	845
Tenant's name	4-C		715	755	785	815	845
Tenant's name	4-D	yes	650				
Tenant's name	5-A	yes	650				
Tenant's name	5-B		715	755	785	815	845
Tenant's name	5-C		715	755	785	815	845
Tenant's name	5-D	yes	700				