

# Form 24: Sample Collective Bargaining Agreement

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## 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 in the course of negotiations the parties have discovered that certain Covered Tenants are eligible to receive Section 8 vouchers from the \_\_\_\_\_ (name of housing agency); and

WHEREAS utilization of those Section 8 vouchers in the apartments in which those Tenants reside will enable the Owner to receive higher rents for those apartments; and

WHEREAS in exchange for the receipt of those higher rents through the Section 8 program the Owner has agreed to forgo, in part, rent increases he has requested for the Covered Tenants who will not be receiving Section 8 vouchers; and

WHEREAS certain other Covered Tenants already possess Section 8 subsidies and the Owner is eligible to receive increased rents from the \_\_\_\_\_ (name of agency administering Section 8 vouchers) in connection with the tenancies of such tenants;

NOW THEREFORE, the parties hereby agree as follows:

**I. Obtaining Section 8 Vouchers Through \_\_\_\_\_  
(name of agency)**

- A. The Owner and the Covered Tenants who are eligible to receive Section 8 vouchers from the \_\_\_\_\_ (name of agency) shall promptly provide to the \_\_\_\_\_ (name of agency) all information necessary to process those Tenants' applications for Section 8 vouchers; shall comply with all requests made by the \_\_\_\_\_ (name of agency) in connection with the processing of the applications; and shall take all steps necessary to ensure that those applications are processed as quickly as possible.
- B. Upon the issuance by the \_\_\_\_\_ (name of agency) of a Section 8 voucher to each eligible Tenant, that Tenant and the Owner shall promptly take all steps necessary to execute a Section 8 lease for the rental of the apartment in the Properties occupied by such Tenant at a contract rent equal to the current \_\_\_\_\_ (name of agency) Section 8 payment standard given such Tenant's family size minus the applicable utility allowance.
- C. If, after issuing a Section 8 voucher to any Tenant, the \_\_\_\_\_ (name of agency) determines that the Tenant is underhoused in the apartment currently occupied by such Tenant (that is, under the provisions of the Section 8 program the apartment is too small given the Tenant's family size), the Owner shall take all reasonable steps to locate an apartment under his management of suitable size for such Tenant as near as possible to the Tenant's current apartment, and shall take all steps necessary to execute (or have the owner of such apartment execute) a \_\_\_\_\_ (name of agency) Section 8 lease with the Tenant for the rental of such apartment. Nothing herein shall be deemed to require such Tenant to accept the offer of such an alternative apartment or otherwise to vacate the apartment in the Properties currently occupied by the Tenant.

**II. 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.

**III. Rent Levels for Covered Tenants Who Are Applying for or Who Already Possess Section 8 Vouchers**

The monthly rent for each Covered Tenant who is applying for a Section 8 voucher or 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 (denoted as "In-place" under Column C of the Spreadsheet) and for each Covered Tenant applying for a Section 8 voucher for the period of time after such Tenant has obtained that voucher (denoted as "Agreement" under Column C of the Spreadsheet) 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 IIIA 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.

#### IV. Rent Levels for Covered Tenants Not Applying for Section 8 Vouchers

The monthly rent for each Covered Tenant who is not applying for or 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.

#### V. 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.

**VI. 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.

**VII. 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.

**VIII. Agreement Survives Conveyance of Property**

- 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	Access to Section 8	Current Rent  <b>Year 1</b>	Rent as of	Rent as of	Rent as of	Rent as of
				(month, year) <b>Year 2</b>	(month, year) <b>Year 3</b>	(month, year) <b>Year 4</b>	(month, year) <b>Year 5</b>
Tenant's name	I-A	In-place	671				
Tenant's name	I-B		715	755	785	815	845
Tenant's name	i.c	Agreement	700				
Tenant's name	I-D	In-place	609				
Tenant's name	2-A		700	740	770	800	830
Tenant's name	2-B	Agreement	700				
Tenant's name	2-C	Agreement	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	In-place	650				
Tenant's name	3-E	Agreement	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	In-place	650				
Tenant's name	5-A	In-place	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	Agreement	700				