



15 State Road, Kittery, Maine 03904
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Landlord Engagement Initiative (LEI)

Enrollment Agreement

This Enrollment Agreement (the “Agreement”) is entered into by and between Fair Tide, a Maine Nonprofit Corporation of 15 State Road Kittery, ME 03904, (“Fair Tide”) and _____ (the “Landlord”) of _____ (Landlord’s Address), relating to the Landlord’s real property as set forth herein, and Fair Tide’s Landlord Engagement Initiative Program, (“LEI”), and upon the following terms:

1. Unit Enrolled. The Unit enrolled in the LEI by the Landlord is (check one):

- a. A single-family residence;
- b. A unit within a multi-family residential property; or
- c. Other _____

located at (Unit Address): _____

Unit # (if applicable): _____ Number of Bedrooms: _____

Floor # of unit: _____ Elevator available for use:

Is unit ADA Accessible:

2. Anticipated Availability Date. As of the date of this Agreement, the Landlord expects the Unit to be available for occupancy by an LEI Tenant on or about the following date .

3. Financial Incentives. In exchange for Landlord’s enrollment of the Unit in the LEI, Landlord shall be eligible for the following financial incentives, made payable to the Payee identified herein:

- a. An Enrollment Incentive of \$250, payable by Fair Tide four (4) months prior to the Anticipated Availability Date outlined above or upon execution of this Agreement if the Anticipated Availability Date is less than four (4) months away from the Enrollment Date.
- b. An Availability Incentive of \$1,000, payable by Fair Tide within ten (10) business days after the actual Availability Date.
- c. A Leasing Incentive of \$750, payable by Fair Tide within ten (10) business days of the signing of a lease between Landlord and an LEI Tenant.
- d. A Referral Incentive of \$250, payable by Fair Tide for each new property owner who is encouraged to participate in the LEI by Landlord and who lists Landlord as

the referring party on their Enrollment Agreement. Referral Incentives shall be paid to Landlord by Fair Tide within ten (10) business days of an effective lease agreement between the party/landlord referred and a new LEI Tenant.

4. **Payee Information**. All financial incentives outlined above shall be made payable to the following individual or entity:

a. Payee Name: _____

b. Payee Address: _____

5. **Representations**. By entering this Agreement, Landlord makes the following representations:

- a. Landlord is the lawful owner of the Property and has the exclusive right to enter this Agreement;
- b. Landlord has no intention of selling the Property, other than to a wholly owned entity of the Landlord that is the titled owner of the Property, for a period of at least 12 months following the Effective Date of any future lease agreement between Landlord and an LEI Tenant.
- c. Landlord enters this Agreement in good faith with the intention of renting the Property to an LEI Tenant, provided the tenant is accepted and approved for tenancy by Landlord, in Landlord's sole discretion.

6. **Responsibilities**. By entering into this Agreement, Landlord acknowledges and understands that Fair Tide will rely on this Agreement in undertaking efforts to identify one or more Potential LEI Tenants for Landlord to review prior to the Anticipated Availability Date. Landlord agrees to participate in the LEI program under the following terms and conditions and in accordance with guidelines or expectations outlined in the LEI Program Manual:

- a. **Communication**: Landlord agrees to maintain regular communication with Fair Tide throughout any tenancy that may arise as a result of this Agreement, including communications necessary prior to the Effective Date of any future lease agreement created between Landlord and an LEI Tenant. This includes, but is not limited to, the following:
 - i. Notifying Fair Tide if there are any changes to the Anticipated Availability Date identified above;
 - ii. Contacting Fair Tide if an LEI Tenant engages in any activity that raises concerns for Landlord or which could lead the Landlord to terminating a lease with the LEI Tenant.
- b. **Collaboration**: Landlord agrees to be an active and collaborative partner with Fair Tide in working to identify an LEI Tenant for the Unit and in resolving any issues that may arise thereafter. This includes, but is not limited to, the following:
 - i. Coordinating with Participating Parties (as outlined in the LEI Program Manual) to ensure the Unit meets applicable standards of habitability;
 - ii. Completing a Move-in/Move-Out inspection process that appropriately identifies issues or damages existing prior to occupancy and any resulting from the tenancy itself;
 - iii. Allowing Fair Tide to conduct a reasonable assessment of any matter reported to Fair Tide which could lead Landlord to terminate the lease

- agreement with an LEI Tenant and collaborating with Fair Tide, the LEI Tenant, and others, as necessary, to find a solution that is satisfactory to Landlord and which appropriately addresses the issue of concern; and
- iv. Utilizing reasonably available methods of dispute resolution, including conflict coaching, facilitated dialogue, mediation, or restorative justice processes intended to address any concerns that Landlord may have with an LEI Tenant during the period of tenancy.
- c. **Compliance with Program Requirements**: Landlord agrees to comply with LEI program requirements, as outlined in this Agreement and in the LEI Program Manual, as currently written or as updated in the future. This includes, but is not limited to, the following:
 - i. Refraining from listing the Unit for rent after receiving the Enrollment Incentive.
 - ii. Actively reviewing any Potential LEI Tenants brought to Landlord's attention by Fair Tide and making Fair Tide aware if a Potential LEI Tenant is not likely to be approved so that Fair Tide has the opportunity to identify one or more additional Potential LEI Tenants for review and consideration by Landlord.
 - d. **Decision-Making Authority and Responsibility**: Nothing contained in this Agreement shall be interpreted as removing Landlord's independent decision-making authority and responsibility regarding who occupies the Unit or whether Landlord chooses to participate in the LEI. All decisions regarding Landlord's participation, Potential LEI Tenants, or LEI Tenants shall be made by Landlord in Landlord's sole discretion.
 - e. **Non-Discrimination**: In exercising independent discretion and decision-making, Landlord agrees to act in accordance with local, state, and federal law related to fair housing and non-discrimination.
 - f. **Termination of Enrollment and Refund of Financial Incentives**. If Landlord chooses to terminate their enrollment in the LEI after entering this Agreement, yet prior to an LEI Tenant's occupancy within the Property, Landlord shall refund any Financial Incentive(s) paid by Fair Tide up to and including the date of termination. Such refunds shall be made within ten (10) business days after Fair Tide receives written notice from Landlord of their desire to disenroll from the LEI program and shall be made payable to Fair Tide at 15 State Road Kittery, ME 03904.
7. **Rights and Remedies**. In the event that the Landlord shall fail to adhere to the terms and conditions of, or otherwise complete the requirements contained in this Agreement, Fair Tide shall have all rights and remedies available at law or in equity as against the Landlord for enforcement of this Agreement and repayment of any Financial Incentive(s) paid in accordance herewith. Repayment of the Financial Incentive(s) shall not be the sole remedy of Fair Tide nor shall it in any way limit Fair Tide's remedies, nor shall the Financial Incentive(s) be deemed liquidated damages. If Fair Tide initiates any legal action to enforce or in seeking remedies for the breach of this Agreement, Fair Tide shall be entitled to its costs of such action including its reasonable attorney's fees.
 8. **Disclaimer of Guarantee**. Nothing in this Agreement and nothing in prior statements made by Fair Tide shall be construed as a promise or guarantee about the success of any future tenancy or Landlord's satisfaction with the LEI Program or LEI Tenants. Although Fair Tide will work to support the success of any future relationship between Landlord and LEI Tenants, Fair Tide and Landlord recognize that issues may arise

outside Fair Tide's realm of control and Landlord agrees to assume the risk of such issues, as Landlord does with tenancies outside the LEI Program.

9. **Waiver and Release.** In exchange for the benefits provided under this Agreement and as outlined in the LEI Program Manual, Landlord agrees to, to the maximum extent permitted by law, irrevocably and unconditionally release and discharge Fair Tide and its respective officers, directors, agents, employees, and subcontractors (collectively, the "Releasees") from any and all actions, claims, complaints, controversies, demands, debts, reckonings, contracts, agreements, covenants, damages, judgments, executions, liabilities, appeals, obligations, attorney's fees, and causes of action, whether direct or indirect, known or unknown, asserted or unasserted, arising out of or connected with services provided by Fair Tide under this Agreement.
10. **Exclusivity of Agreement.** The Agreement herein is exclusive to Landlord, the Unit, and Fair Tide and shall not be transferred by Landlord or Fair Tide to any other person or entity other than a wholly owned entity of the Landlord that is the titled owner of the Unit or any substitute unit as set forth herein (as applicable). The Unit shall not be substituted without the express consent and agreement of Fair Tide. If Landlord desires to substitute another unit for the Unit, Fair Tide reserves the right to conduct whatever due diligence it deems necessary and appropriate prior to accepting or rejecting such substitution.
11. **No Third-Party Beneficiary.** Fair Tide and Landlord agree that this Agreement is between them alone as parties and is not intended to create a benefit to any third-party.
12. **Severability.** Any provision of this Agreement, determined to be prohibited or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
13. **Choice of Law, Forum and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Any action brought in relation to this Agreement shall be brought in the appropriate court within York County, Maine.
14. **Amendment.** This Agreement shall not be amended in any manner other than by an instrument in writing, signed by both parties.
15. **Notices.** All notices and communications pertaining to this Agreement or otherwise contemplated hereby shall be made in writing and shall be deemed sufficiently given when delivered in person or by overnight carrier, when sent by facsimile, or by electronic mail (e-Mail), or on the second day after being deposited in the United States mail, first class registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above.
16. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the contents hereof and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or not.
17. **Time of Essence.** Time shall be of the essence of this Agreement and throughout the Term, as defined in this Agreement.

LANDLORD:	FAIR TIDE:
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Phone _____	Phone _____
Email _____	Email _____
Date _____	Date _____

REFERRING LANDLORD (if applicable):

Name: _____

LEI Unit(s) Address(es): _____