

WAP STANDARD AGREEMENT

Tenant/Property Owner/Agency Weatherization Agreement

1. The Parties to this Agreement are the following:

_____ (hereafter Tenant)

_____ (hereafter Property Owner, and

_____ (hereafter Agency)

In consideration of the mutual promises hereafter stated, the Parties agree as follows:

2. The date of Agency's signature will be the effective date of this Agreement.

3. The Property Owner consents and agrees that the Agency may do the following with respect to the property located at _____, and currently leased or rented to the Tenant:

a. Enter the premises for the purpose of performing a weatherization inspection.

b. Perform weatherization 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 appropriate priority list for the type of dwelling. The Property Owner also agrees to permit the Agency and the Agency's contractors to enter both the Tenant's apartment and appropriate common areas of the building for the purposes of accomplishing the weatherization work. The weatherization work will be performed in accordance with the Property Owner's consent as further specified below: (Initial one).

_____ I consent to performance by the Agency and its contractors of any weatherization 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 actual work performed and the associated value at the completion of the work.

or

_____ I will provide consent to performance by the Agency and its contractors of weatherization work following my receipt of the Agency's inspection report and a statement of the 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 actual work performed and the associated value at the completion of the work.

4. The maximum value of the materials and labor to be supplied by the Agency is \$6,500 exclusive of related repairs and/or asbestos abatement work for which the property may also be eligible. The Property Owner understands and agrees that any and all work will be performed at the Agency's discretion and the value of materials and labor actually received may be lower than this maximum. The completion date of work will vary based on contractor availability, weather conditions, and other potential variables to scheduling.

5. If the Property Owner is required to make repairs to the property prior to the commencement of weatherization work by the Agency, the Property Owner agrees to complete the repairs by _____. Except where the Property Owner receives a written extension from the Agency, time is of the essence in the performance of repairs by the Property Owner.

6. The Property Owner and Tenant authorize the Agency to receive a statement from the fuel supplier/utility supplier as to the quantity of fuel/utilities used at the above address in each of the past three years and the future three years. The information is to be used only to determine the cost effectiveness of the weatherization improvements.

7. The Property Owner agrees that the rent for the dwelling unit will not be raised because of any increase in the value thereof due solely to the weatherization work performed.

8. In consideration of the weatherization work performed by the Agency, the Property owner further agrees that upon the effective date of this Agreement (final signoff date of the client and Agency project manager) and during a period extending through one (1) year following the date of completion of the weatherization work, as certified by the Agency:
9. The present rent of \$_____ per _____ will not be raised for any reason. However, this Paragraph (8a) may be waived by the Agency in writing if, and only 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 Property Owner will not institute any summary process action for possession except in the case of nonpayment of rent or other good cause related to the Tenant (or any successor tenant).
11. In the event the Property Owner decides to sell the premises, the Property Owner shall comply with one of the two requirements below:
The Property Owner shall not sell the premises unless the buyer agrees (with a copy forwarded to the Agency) in writing prior to sale to assume all the obligations of the Property Owner set out in this Agreement; or
The Property Owner shall pay the Agency an amount equal to the cost, as certified by the agency, of the weatherization materials installed and labor performed in the premises as of the date of sale. Said amount shall be paid to the Agency immediately upon sale.
9. (*Applicable only if Tenant's heat is included in rental payment and blanks are filled in.) At the end of the one (1) 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 such period. However, the rent provisions of this Paragraph 9 may be waived by the Agency in writing if, and only 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 Property Owner and the Tenant, and between the Property Owner and any successor tenant, and if there is any conflict between the provisions of this Agreement and the provisions of such other lease or agreement, the provisions of this Agreement shall govern. However, if such other lease or agreement, including without limitation a lease or agreement under a state or federal rent subsidy program, contains stronger protections for the Tenant, such stronger protections shall apply.
11. For breach of this Agreement by the Property Owner, the Property Owner shall reimburse the Agency in an amount equal to the cost, as certified by the Agency, of the weatherization materials installed and labor performed on the premises, as well as attorney's fees and court costs. The Property Owner may also be liable for damages to the Tenant in accordance with applicable law; in such instance, the Property Owner shall reimburse the Tenant for attorney's fees and court costs.
12. The Parties acknowledge that this Agreement is under seal. It is intended by the Parties that the Tenant or any successor tenant is the intended beneficiary of this Agreement and shall have right of enforcement.
13. I authorize Action Inc. staff to share information about me and my household with other Action Inc. staff for the purposes of making referrals to other Action Inc. programs and coordinating services for me and my family. I understand that Action Inc. will keep my personal information confidential except as required by Action Inc.'s funding sources or as required by law. Under all other circumstances, Action Inc. will only share my information with my written consent.
14. I understand that I am not required to share this information and that this authorization will not affect my eligibility for additional services. I understand that I may withdraw this consent at any time.

Tenant

Date

Property Owner

Date

Owner's Mailing Address (please print)

Owner's Phone

Agency

Date