



Weatherization Program

Property Owner/Agency Weatherization Agreement



I, _____, certify that I am the owner/authorized agent for the property located at _____ presently rented by _____.

I authorize the **COMMUNITY ACTION COUNCIL of Lewis, Mason & Thurston Counties** (CAC) to make the following *proposed* weatherization repairs and improvements, as they apply, with the understanding that I will make a cash contribution in the amount of \$ _____.

Work Proposed – Reduce or stop infiltration through holes in the building envelope; insulate attics, walls and floors and ventilate as necessary; ventilate living space, provide for necessary repair or replacement to doors/windows; furnace audit, cleaning and tune-up; insulate ducts, pipes and water heaters; address health and safety issues; any repairs necessary to protect and extend the life expectancy of the aforementioned measures. All weatherization improvements performed on said dwelling unit will be completed in a workmanlike manner. **NOTE: Due to measure installation issues, funding limitations and/or program regulations, this list of measures may not be ALL inclusive.**

I understand that some or all of the work will be financed by a grant using Federal, State and/or private funds from Community Action Council and that CAC will need to inspect the work that is funded by the grant. Your home may also be selected at a later date for second party, quality control inspections. I agree to give CAC and/or secondary inspectors' access for such inspection(s). I agree to release and hold harmless Community Action Council from any and all claims, losses, damages, costs and liabilities, directly or indirectly arising from, or in connection with, the work to be performed, the materials and labor required for the work and/or the inspection of the work.

I further agree and acknowledge that CAC HAS NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTY (including but not limited to implied warranty of merchantability or fitness), representation, or promise with respect to the work to be performed, the materials and labor required for the work, or the work, in fact, producing any savings in energy consumption.

Privacy Disclosure – As part of the weatherization process, the Auditor, air seal crew and subcontractors will need full access to all areas of your home including attached garages, attics, basements, crawlspaces, kneewalls, HVAC ducts, chases, cabinets, and any hidden areas of the building envelope. Photograph documentation of the building and its components is required. Photos are taken at the initial audit, throughout the installation phase and upon final inspections and are retained as part of your weatherization file. ANY and ALL items of a personal nature that the homeowner doesn't want revealed during the course of the project should be removed from the property or stored in sealed containers. Items inadvertently "discovered" during the course of any phase of the project that are considered hazardous or are illegal to possess by STATE/FEDERAL/LOCAL law(s) will be cause for a STOP WORK ORDER which will stay in effect until determined that satisfactory accommodations were made by the owner to remove the item(s) in question.

Once certified, the applicant's file is retained (maximum one year) for prioritization and subsequent weatherization services. In cases where a file is determined to be incomplete or the applicant is ineligible for services, a Denial Letter will be issued. If weatherization services are denied, the applicant will be informed in writing as to the reason for such denial and any subsequent request for appeal by the applicant may be addressed to the Director of Housing & Emergency Services located at the address stated below.

In consideration of the weatherization work to be performed, the parties agree to the contents of this agreement in whole and:

1. That the present rent for the above-described premises is \$ _____ per _____.
2. That the rent shall not be raised at any time because of any increase in the value of the rental unit due solely to the weatherization assistance.
3. That from the effective date of this Agreement, and during a period extending through one (1) year following the date of completion of the weatherization work, the amount of rent will not be raised for any reason. That at the end of this period rent charged to the Tenant shall not be raised for an additional period of one (1) year, except to reflect the tenant's prorated share of the following expenses actually incurred and documented by the Landlord: (i) actual increases in property taxes; (ii) actual cost of amortizing improvements to the property (other than weatherization), which are accomplished on or after the date of this agreement and which directly benefit the tenant; or (iii) actual increases in expenses of maintaining and operating the property.
4. That from the effective date of this Agreement, and during a period extending through three (3) years following the date of completion of the weatherization work performed, the owner will not evict, terminate, or institute any court action for possession against any tenant or successor tenant, except for good cause pursuant to RCW59.12.030(3)-(5).
5. That in the event the owner sells the premises within three (3) years after the weatherization work is completed, the Landlord will comply with one of the two following conditions:
 - (a) the owner shall repay Community Action Council at the date of sale an amount equal to the percentage of the three (3) year/month period remaining, times the full value of the material and labor as documented by Community Action Council work records, except if sold to low-income tenants; or
 - (b) the owner shall obtain, in writing prior to the sale, the purchaser's agreement to assume the Landlord's obligations under this agreement. The owner shall immediately upon entering into an Agreement of sale of the premises, so inform both Community Action Council and the tenants, by written notice.
6. That the present Tenants, or any successor tenants during the term of this Agreement, are the intended beneficiaries of this Agreement and shall have a right of enforcement.
7. That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law. The prevailing party in any suit to enforce this Agreement shall be entitled to recover his costs and a reasonable attorney's fee.
8. That the Community Action Council shall provide a copy of this Agreement and a synopsis explaining its terms to the present Tenant. That the owner shall provide a synopsis explaining the terms of this Agreement to subsequent tenants of the above rental unit, or to the new and subsequent occupants of rental units vacant on the effective date of this Agreement.
9. 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 successor tenant during the term of this Agreement, 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. With the exception of the provisions outlined above, all provisions of the Washington State Landlord/Tenant Act (RCW 59.18) shall apply to the owner(s) and tenant(s).
10. That the provisions of this Agreement are severable. If any provision of this Agreement is found invalid, such finding shall not affect the validity of this Agreement as a whole, or any part or provision hereof other than the provision so found to be invalid.

(check here) **For purposes of training and/or public relations, I grant CAC the use of the photographs of the weatherization work performed.**

Owner/Authorized Agent Signature _____ Printed Name _____ Date _____ (_____) Area Code and Phone Number _____

Mailing Address _____ City/Town _____ Zip Code _____ Agency Representative / Approval _____ Date _____