

Completed by the Landlord Only

**Washtenaw County Office of Community and Economic Development (OCED)
415 W. Michigan Ave, Suite 2200 Ypsilanti, MI 48197
(734) 544-6748**

**WEATHERIZATION ASSISTANCE PROGRAM
LANDLORD AGREEMENT**

This Agreement applies to buildings containing rental dwelling unit(s), located in the State of Michigan. This Agreement is made and entered into by and between **Washtenaw County OCED &**

(The Owner) *Print Owner's Name and Owner's Address and phone number*

(Name of Applicant/Tenant)

(Address of Premises to be Weatherized)

WHEREAS, the Department of Human Services is a state agency responsible for administering weatherization programs in Michigan in accordance with federal and state laws, and rules and regulations governing the programs; and

WHEREAS, the Department of Human Services has contracted with The Local Weatherization Operator (OCED) to use said funds to make weatherization materials and weatherization labor available for benefit of eligible households; and

WHEREAS, many eligible households reside in rental housing in buildings containing rental dwelling units which may be weatherized if not less than 66 percent (50 percent for two and four-unit buildings) of the dwelling units in the premises are eligible dwelling units; and

WHEREAS, the eligible households residing in the dwelling units and buildings receiving weatherization assistance are the intended third party beneficiaries of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. The OCED agrees to provide certain weatherization program improvements to the premises of The Owner and occupied by the eligible household(s). Such improvements may include any or all of the measures identified from the energy audit.
2. In consideration for the weatherization improvements, The Owner does covenant and agree that the monthly rental fee of the premises, as shown on Exhibit A, shall not be increased for a period of twenty-four months beginning with the weatherization completion date. (Completion date is defined as the date of the final post-inspection.)

Exceptions:

- Rental increase can be fully justified due to significant increases in actual operating costs.

- Where rental fees are restricted under IRS Section 42, HUD, USDA Rural Development, or MSHDA program rules, rental fees may be increased to the extent allowed by such programs and shall be deemed to be unrelated to weatherization work.
3. The Owner agrees to maintain the weatherization materials installed under this Agreement, in accordance with all relevant codes regarding maintenance.
 4. The Owner agrees not to evict, terminate, or institute any court action for possession against any eligible dwelling unit tenant for the 12 months following the weatherization completion date, except for:
 - Failure to pay rent;
 - Violating the terms of the lease (other than to surrender possession upon proper notice);
 - Causing substantial damage to the premises
 - Permitting a nuisance;
 - Carrying on unlawful business.
 5. The Owner agrees that the terms, premises, and obligations of this Agreement shall supersede and be superior to any inconsistent provision of any oral or written lease agreement affecting the rent collected for the eligible dwelling units identified in Exhibit A.
 6. The Owner agrees and consents to permit OCED and its employees to enter upon the premises for the purpose of making the weatherization improvements. The OCED is granted the right to inspect the premises and to examine any heating fuel and utility charges and costs with respect to the premises. Representatives of the U.S. Department of Energy and the State are also granted the right to inspect the premises weatherized by OCED.
 7. The Owner hereby swears or affirms that the building(s) is not presently being offered for sale and further agrees to give OCED thirty days notification of the sale or conversion of the building. At least ten days prior to the sale or conversion the Owner agrees to obtain, in writing, the purchaser's consent to assume the Owner's obligations under this Agreement or, if this consent is not obtained, to pay OCED the full cost of weatherization pro-rated by the number of months left under this Agreement.
 8. The Owner agrees to provide the OCED fuel consumption data for this building(s). The data will consist of the total electrical and home heating fuel consumption data for the 12 months prior to the weatherization application date and the 12 months immediately following the completion of the final post inspection. This data shall be supplied to OCED as soon as practicable after it is received by the Owner. In situations where the tenant is responsible for paying the electric and/or fuel bill, OCED should request this information from the tenant or utility company.
 9. The Owner agrees that if OCED determines this unit(s) is eligible for refrigerator replacement(s), the replacement(s) will be done in accordance with Weatherization Assistance Program standards located in the Michigan Weatherization Field Guide. The refrigerator being replaced must be surrendered without exception.
 10. Indicate in the space provided who is responsible for utilities in the units in this building:

Tenant pays: _____ Heat _____ Electric NOTE: If tenants pay heat and electric, go to number 11.

Owner pays: _____ Heat _____ Electric

19. Exhibits A, B, and C shall be signed by both parties and become a part of this Agreement upon signing by both parties. In the event an exhibit cannot be completed at signing, provisions related to those exhibits shall not be considered binding until such times as they are completed, signed by both parties, and attached to this Agreement.
20. 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.

Signature of Owner or Authorized Representative

Date

Owner's Address

Owner's Phone Number

Signature of OCED Representative

Date

The Local Weatherization Operator will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, disability, or political beliefs.
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EXHIBIT A
ELIGIBLE DWELLING UNITS AND RENT

The documented eligible dwelling units, including those listed on Exhibit B, which are to be weatherized or caused to be weatherized by this agreement, and each unit's rent as of the date of weatherization completion are as follows:

Address	Unit #	Monthly Rent

Note: The landlord must provide documentation of home ownership (copy of the deed, tax receipt, etc. will suffice for proof).

Signature of Owner or Authorized Representative Date

Signature of OCED Representative Date

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**EXHIBIT B
DESIGNATED VACANT ELIGIBLE DWELLING UNITS**

The designated vacant eligible dwelling units which are to be rented to or occupied by an eligible household within 180 days in cases of a federal, state, or local government program for rehabilitating or making similar improvements to the dwelling unit(s).

Address	Unit #

Signature of Owner or Authorized Representative Date

Signature of OCED Representative Date

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EXHIBIT C

WORKSCOPE

The State of Michigan (SOM) approved audit shall be utilized to determine the appropriate measures for all single family and appropriate multi-family homes weatherized.

Measures that may be considered include the following:

- Health and Safety Measures
- Air Sealing/Duct Sealing/Repair/Replacement
- Duct Insulation
- Major Bypasses and Infiltration/Exfiltration
- Attic Insulation
- Knee wall insulation
- Wall insulation
- LED Light Bulbs
- Band joist ("Sillbox") Insulation
- Floor insulation
- Perimeter insulation
- Refrigerator replacement
- Domestic Hot Water Tank (DHW) Replacement
- Mechanical systems may be evaluated

Note: This listing is advisory and not exhaustive.

Signature of Owner or Authorized Representative	Date
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Signature of OCED Representative	Date
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