INCOME PROPERTY OWNER WEATHERIZAION AGREEMENT
To be completed by Property Owner
(For rental units only)

The 5 County AOG, (hereinafter referred to as the Agency),
(Name of local Weatherization agency)
a local Sub-grantee agency of the state of Utah, and, the Owner, (hereinafter referred to as the Lessor), as of this _____ day of December, 20____. herewith enter into an agreement regarding the implementation of segments of the low-income Weatherization Assistance Program at the following dwelling unit(s):

Address and description of dwelling unit(s) to be weatherized:

_____

_____

_____

_____

WHEREAS, the Lessor is the owner of the above mentioned dwelling unit(s) and hereby authorizes and permits the Agency to undertake the Weatherization activities allowed by federal law and regulations, as determined necessary by an energy audit conducted by the Agency, including but not limited to ceiling, wall, floor and duct insulation, storm windows, caulking and weather-stripping.

NOW, THEREFORE, in consideration of the above and the mutual promises and obligations herein provided, the parties hereto agree as follows:

1. Services to be provided

Upon written request, the Agency agrees to furnish the Lessor with an itemization of the services and materials to be provided which shall be attached to and become part of this Agreement.

2. Consideration for Services

From the date of execution of this Agreement, the Lessor further agrees not to raise the rental charge of the above unit(s) for six (6) months from the date the Weatherization services are completed because of the increased value of any such dwelling unit(s) due to Weatherization assistance provided under this program. This does not preclude the increase of rents due to increased operating costs by the owner that can be documented. The Lessor further acknowledges that there are no current plans to sell or dispose of said rental unit(s) for a period of not less than one year from the date of this agreement.

3. Eviction

The Lessor agrees and covenants that the Lessee(s) of said dwelling unit(s) so weatherized shall not be evicted or involuntarily removed from the dwelling because of the Weatherization services provided under this agreement and because of the upgraded value of the dwelling units(s). The Lessor further agrees that if it becomes necessary to evict or involuntarily remove the tenant(s) for any other reason during the one-year period following the completion of Weatherization, the Lessor will comply with the terms of paragraph 4, Dispute Resolution, in their entirety. The Lessor also agrees not to move Weatherization eligible tenants from one unit to another in order to obtain Weatherization improvements on additional rental units. Where the Lessee voluntarily or otherwise vacates the leased dwelling, the Lessor agrees to make every effort to rent said unit(s) to a low-income Lessee for a period of not less than one year from the date of completion of the Weatherization services.

4. Dispute Resolution

If, during the one-year period following the completion of Weatherization services under this Agreement, the Lessor determines it is necessary to evict the Lessee for cause unrelated to the Weatherization and/or increase in value of the dwelling not due to the Weatherization, the Lessor agrees to provide the Lessee with a written statement of the reason(s) for such eviction at least ten (10) days prior to serving the Lessee with a Notice to Vacate or Notice to Quit.

If the Lessee, in good faith, disagrees with the reasons stated, the Lessee may, within the ten-day period, file a complaint

with the Utah Energy Advisory Council or other independent third party arbitrator designated by the Council such as the Utah Dispute Resolution, a non-profit affiliate of the Utah State Bar. The Lessor agrees that, during the period required for

the resolution of the dispute, which begins upon receipt of the complaint, the tenant will not be evicted and will be allowed to remain in the dwelling unit(s) providing the tenant agrees to abide by all other current terms of the lease. No more than thirty (30) days will be allowed for the resolution of the complaint. The Lessor further agrees to be bound by the resolution of the dispute arrived at by the Utah Energy Advisory Council or their appointed arbitrator. The Lessee is notified, by receipt of a copy of this Agreement, that the Lessor does not waive, by agreeing to this paragraph, any causes of action or remedies available to him or her under Utah law, including, but not limited to, treble damages for waste and damages for a bad faith filing of a complaint under this paragraph.

5. Penalty for Violation

If the Consideration of Services, Dispute Resolution, or Eviction sections of this Agreement are violated, the Lessor will be billed for the cost of the Weatherization services and agrees to pay, within thirty (30) days of the date of such billing, the cost of such services. In the case of violations of this Agreement, billing for Weatherization services would be made on a prorated basis for each month that the unit(s) was/were inhabited by a low-income person.

6. Assignment

This Agreement shall not be assignable or herein delegable without the prior written consent of the Agency.

7. Primary Benefit of the Contract

The parties agree that this agreement is entered into for the primary benefit of the Lessee.

8. Liability

The Agency shall not be held responsible or liable in any way for the failure to provide work, labor services or materials provided for by the term of the Agreement due to federal, state or municipal action or regulation. In exercising the privilege under this Agreement, the Lessor shall not be liable for injuries and damages occurring during the completion of Weatherization activities, which do not arise as a result of the Lessor's actions, or activities on the premises.

9. Code Violations

Where violations of applicable building and/or health codes exist in the rental unit(s), the Agency may refuse to complete or undertake Weatherization services until such time as the Lessor repairs and corrects the existing health and building code violations in the units(s).

10. Regulations

All applicable federal and state regulations governing the provision of services and allowable expenditure of the funds utilized pursuant to this Agreement are hereby incorporated into and made part of this Agreement.

11. Cost Contribution

Basic needed energy conservation improvements will be made to the unit(s) without a financial contribution by the lessor. In order for the unit(s) to be considered for measures other that the basic procedures, at least one of the following options must be checked yes:

I, the lessor, would like cost sharing information on the following options that may apply to my rental unit(s):

Yes ☐ No ☐ A 50% match for materials and labor is required on all windows and doors installed. The property owner will pay for repairs to mechanical equipment that exceeds $100 in full except for the replacement of existing 60% AFUE units with 90% AFUE units. In these cases a 50% match of the replacement cost (including all materials and labor) of a 90% furnace will be required, but only if the existing unit is currently safe and operational. These improvements must have a savings to investment ratio (SIR) to the agency of no less than 1.0 to be eligible.

Yes ☐ No ☐ A 50% match is required on all costs above $100 for all rental units that are master metered. The building owner must pay for heating or cooling equipment repair or replacement costs, including water heater repair or replacement exceeding $100 in full. These improvements must have a savings to investment ratio (SIR) to the agency of no less than 1.0 to be eligible and are based upon total cost of the improvements.

Yes ☐ No ☐ A 50% match is required for all refrigerator replacements where the property owner owns the appliance. Only specific EPA Energy Star units will be provided and the refrigerator being replaced must be surrendered without exception. All replacement refrigerators must remain in the rental unit occupied by the Weatherization applicant. The savings to investment ratio (SIR) for this measure must be no less than 1.0 to be eligible.

Owner of existing refrigerator in this rental unit ☐ **Property Owner** ☐ **Renter**

By signing this agreement I am not automatically obligating myself to pay for work done solely at the discretion of the agency, but that I am agreeing to consider a 50% match of specified items pending the results of the energy audit. Upon agreement between the Agency and the lessor to share in costs, the lessor will have 30 days to provide the required match payment, documents, and coordination with Agency staff needed to partnership in this project. If after 30 days the Lessor has not met all terms of the cost sharing agreement, the Agency will proceed with those Weatherization improvements not requiring owner match.

Agent/Property Owner:_____ **Phone No.:**_____

PLEASE PRINT

IN WITNESS WHEREOF, of parties hereto executed this agreement

Lessor's PRINT NAME	Agency Name	
Lessor's Signature	Agency Signature	
Email Address	Email Address	
Cell Phone and/or Fax Number	Office Number	Fax Number
Address	Agency Address	Mailing Address
City, State, Zip Code	City, State, Zip Code	City, State, Zip Code
Date	Date	

In the County of_____, State of Utah, on this_____ day of _____, 20____, before me, the undersigned notary, personally appeared_____, who provided to me his/her identity through documentary evidence in the form of a _____ to be the person whose name is signed on the preceding document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public Seal:

_____
Notary Signature

***Copies of the agreement will be provided to the Lessor, Lessee, and the Agency. This Weatherization agreement should be signed prior to the initial on-site inspection conducted by the agency**.