

**WEATHERIZATION PROGRAM  
CITIZENS FOR CITIZENS  
427 ROBESON STREET  
FALL RIVER MA 02720  
508-675-2157 EXT 231 OR 232  
FAX 508-324-7522**

**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)

**PLEASE READ AND CHECK ONE OF THE OPTIONS BELOW**

\_\_\_\_\_ 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 a 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 average maximum value of the materials and labor to be supplied by the Agency is \$4,000 and will be paid by the agency. 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 will be lower than this maximum.

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 and during a period extending through one (1) year following the date of completion of the weatherization work, as certified by the Agency:**

a. The present rent of \$  per  MONTH 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.

b. 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).

c. 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 a right of enforcement.

_____	_____	_____
Tenant	Phone number	Date
_____		_____
Property Owner		Date
_____		_____
Agency		Date

We have received an application, from one or more tenants in a building you own, for weatherization improvements supplied by the Low Income Weatherization Assistance Program. If your tenant(s) are eligible, and with your written permission, we can perform the following services at no cost to you:

Inspect the building to determine the most appropriate energy conservation measures.

Install the measures indicated by the inspection, which generally average approximately **\$1600.00** per unit, up to a maximum of **\$4,000.00** per eligible unit in the building.

All work is professionally done by established private contractors or weatherization personnel, working for **Citizens for Citizens, Inc.** (sub grantee). We inspect to make sure that all work is completed to a professional standard.

In return for these services, we require that you sign an agreement that states:

- 1) You will not raise rents because of the weatherization.
- 2) You will not raise rents in the eligible units for one year from date of completion of work.
- 3) You will not evict your tenant(s) for one year, except for good cause related to the tenant (failure to pay rent or other serious or repeated violation of the terms of the tenancy).
- 4) If you sell the property during the first year, you must either transfer the provisions of the agreement to the new owner in the sale, or refund to us the entire amount of materials and labor we spent in weatherizing the units.

We can work on entire buildings if 2/3 of the residents are eligible for the program ( 50% if the building is a two or four unit building), and encourage you to help your tenants to apply. If you have any questions, please call the phone number listed.