

MUSKEGON-OCEANA COMMUNITY ACTION PARTNERSHIP, INC.
1170 W. Southern Avenue
Muskegon, Michigan 49441
231/725-9499

**WEATHERIZATION ASSISTANCE PROGRAM (WAP)
LANDLORD AGREEMENT**

This Agreement applies to buildings containing rental dwelling units, located in the State of Michigan. This Agreement is made and entered into by and between

Muskegon-Oceana Community Action Partnership, Inc.

And

(The Owner)

(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 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 Local Weatherization Operator 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.

11. In the event that The Owner increases the rent charged to an eligible household occupying an eligible dwelling unit, the occupant(s) of the eligible dwelling unit as third-party beneficiaries of the Agreement can assert any direct claims against The Owner in any action or special proceeding in any court of appropriate jurisdiction.
12. In the event that The Owner initiates any eviction, termination, and/or possession action on an eligible household occupying an eligible dwelling unit, the occupants of the eligible dwelling unit as third party beneficiaries of the Agreement can assert any direct claims against The Owner in any action or special proceeding in any court of appropriate jurisdiction.
13. That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law.
14. The Local Weatherization Operator shall not be held responsible or liable in any way for the failure to provide work, labor, service, or materials provided for by the terms of this Agreement by reason of federal, state, or local requirements or regulations prohibiting the provision of such work, labor, service, or materials.
15. The Local Weatherization Operator shall provide a synopsis of the terms of this Agreement to the households occupying each eligible dwelling unit within 30 days of the date of the weatherization completion date of this Agreement. Further, The Local Weatherization Operator shall provide, or cause the owner to provide, a synopsis of the terms of this Agreement to subsequent households occupying each eligible dwelling unit and to the new and subsequent occupants of eligible dwelling units vacant as of the weatherization completion date of this Agreement.
16. The Local Weatherization Operator shall provide any occupant of an eligible dwelling unit access to this document in accordance with federal and state laws.
17. 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.
18. 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

Signature of Muskegon-Oceana CAP Representative

Date

Muskegon-Oceana Community Action Partnership, Inc. 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.

**STATE OF MICHIGAN
WEATHERIZATION ASSISTANCE PROGRAM
LANDLORD AGREEMENT**

**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:

<u>Address</u>	<u>Unit Number</u>	<u>Monthly Rent</u>

Signature of Owner or Authorized Representative _____ Date _____

Signature of Muskegon-Oceana CAP Representative _____ Date _____

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EXHIBIT C
WORKSCOPE

The State of Michigan (SOM) approved audit or priority list shall be utilized to determine the appropriate measures for all single family and appropriate multi-family (four units or less) 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
- Compact Fluorescent 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.

Multi-family homes with five or more units will be evaluated for appropriate measures by a DOE-approved audit subject to the approval by the Department of Human Services.

Signature of Owner or Authorized Representative

Date

Signature of Muskegon-Oceana CAP Representative

Date



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**TENANT'S SYNOPSIS OF THE PROVISIONS CONTAINED
IN THE
WEATHERIZATION LANDLORD AGREEMENT**

The Department of Human Services Weatherization Assistance Program provides funds to weatherize homes on income eligible households.

Your landlord has entered into an agreement with Muskegon-Oceana Community Action Partnership, Inc., a grantee of the Department of Human Services, to have your building weatherized on your behalf. In return for this weatherization, your landlord has agreed to several provisions that benefit you and give you specific rights. You are called a third party beneficiary of the Agreement. These provisions and rights are summarized for you below:

1. The landlord cannot raise your rent for twenty-four months from the date of the final inspection of the weatherization work activities, except in cases where the landlord can clearly show actual increases in property taxes, maintenance, and operating expenses, or other costs not directly related to the weatherization work. (Completion is defined as the date of the final post inspection.) However, if you live in a rent controlled or rent stabilized unit, the landlord may receive approval for normal rent increases.
2. If you happen to move out of your unit within the twenty four month period, the landlord must charge the new tenant the same rent you are being charged.
3. If the owner or landlord sells your building within the twenty four month period, the new owner must also comply with all provisions of the Agreement.
4. The landlord agreed not to institute any eviction, termination, or possession action against you for one year, unless you fail to fulfill your normal tenant responsibilities.
4. If your landlord tries to raise your rent within the twenty-four month period, you have the right to assert a claim against the landlord in court. If this happens and you need assistance in asserting your claim, call your local legal services office.
6. If the LWO has determined that your unit is eligible for a refrigerator replacement, the landlord agrees the replacement will be in accordance with program standards located in the Technical Weatherization Policy Manual. The refrigerator being replaced must be surrendered without exception.

Ownership of the replacement refrigerator falls to whoever owns the refrigerator that is replaced, either the owner/occupant, property owner/landlord, or renter, as documented below and on the Landlord Agreement. All refrigerators owned by the landlord that are replaced must remain in the rental unit occupied by the weatherization applicant.

Owner of existing refrigerator in this rental unit:

Owner/Occupant _____ Property Owner/Landlord _____ Renter _____

7. You have the right to see the Agreement signed by your landlord and the Local Weatherization Operator named above who weatherized your unit. You may use the Agreement document as evidence in court to prove your claim. To obtain a copy or see the agreement, you may contact the Local Weatherization Operator by telephone or write to the address as identified on this document.

This agreement shall be in effect for two years from the completion of the weatherization activities on the unit(s). (Completion is defined as the date of the final post-inspection.)

I verify that I have received a copy of this document.

(Tenant's Signature)

(Date)