



ARKANSAS WEATHERIZATION ASSISTANCE PROGRAM

Single Family Lessor Agreement

To prevent undue, excessive enhancements to rental units resulting from the provision of weatherization services, property owners must sign a contract to participate in the weatherization assistance program and may contribute funds toward the total cost of weatherizing each eligible unit.

CONTRACT TO PARTICIPATE IN WEATHERIZATION ASSISTANCE PROGRAM FOR RENTAL HOUSING UNITS

This contract is entered into by and between the **Property Owner** and **Agency** named below:

Property Owner:

Name

Address

Telephone Number

Agency:

Legal Name

Address

Telephone Number

concerning the real property located at :

Address

City, State, Zip Code

occupied by (Tenants) :

Name (s)

Name (s)

The parties listed above mutually agree that:

1. This agreement will be in effect for a period of three (3) years after the date of completion of any work undertaken pursuant to this agreement.
2. Owner engages Agency named above for the purpose of securing the benefits of weatherization of the above described property, and gives permission for all work, including delivery of materials, as described in the attached ECOS Work Order (Exhibit A). All materials and work shall be subject to federal and state program regulation and limitations as promulgated in the federal register and found in the code of Federal Regulations, and as promulgated and on file with the Arkansas Secretary of State.
3. All materials and work will conform to all local building and zoning codes, to U.S. Department of Energy (DOE) and Arkansas Weatherization Assistance Program (WAP) guidelines.
4. The work completed shall begin within sixty (60) days and be completed within one hundred twenty (120) days of the date of this agreement.
5. The owner of single family rental property is not required to pay for any portion of weatherization except in making repairs that are beyond the scope of the program; job will be deferred if owner does not complete these identified repairs.

6. Owner agrees not to increase the rent on the dwelling unit(s) covered by this agreement for a period of one (1) year from the date work is completed.
7. Owner agrees not to evict Tenant(s) named in this agreement for a period of three (3) years from the date work is completed so long as Tenant(s) complies with all ongoing obligations and responsibilities owed to Owner.
8. In the event a new Tenant(s) is required for the dwelling unit(s) named in this agreement before the three (3) years referenced in Item 7 above, Owner agrees to rent the dwelling to a Weatherization-eligible household with gross monthly income equal to or less than 200 percent of the current federal poverty guideline (attach current guidelines).
9. Owner represents that the premises are not presently being offered for sale. Owner agrees to give Agency thirty (30) days written notice of intent to sell before the property is offered for sale, and ten (10) days notice prior to any conveyance of title. Owner agrees that Agency will receive the buyer's written agreement to assume Owner's obligations under this agreement at least ten (10) days prior to conveyance.
10. Agency and Owner agree that Tenant(s), present and future, are the intended beneficiaries of the Weatherization Assistance Program and that Tenant(s) may enforce this agreement. Owner agrees to provide a copy of this agreement to any and all future Tenants while this agreement is in effect.
11. In the event the Owner defaults or materially breaches any term of this agreement, the Owner shall be liable for liquidated damages, immediately due and payable to Agency to be computed as follows: one thirty-sixth (1/36) of the total cost of weatherization not borne by the owner shall be deducted for each full month between the date of completion of weatherization work and the date of the Owner's default or breach. The remainder shall be paid as liquidated damages.
12. Owner must register any complaints or concerns regarding materials or quality of work with Agency within ten (10) days of notification by Agency that work has been completed.
13. Any disputes arising between Owner and Tenant(s) regarding Owner's approval of completed work shall be referred to Agency. If Tenant(s) or Owner is not satisfied with Agency's decision, the dispute shall be referred to the Department of Human Services, Office of Chief Council who shall make and furnish a written decision to all parties along with a written explanation of the parties' appeal rights. Any other disputes arising under this agreement shall be referred directly to the Department of Human Services which shall make and furnish a written decision to all parties along with a written explanation of the parties' appeal rights.
14. The parties represent and agree not to discriminate either individually or in concert on any basis, including race, color, religion, sex, national origin, disability or age.
15. Terms of this contract shall be binding on the parties their heirs, executors, administrators, representatives, successors and assigns. The contract can be amended only by written agreement of all parties. The contract cannot be amended after weatherization work has begun.

Please print your name, sign and date below to signify your agreement with all terms and conditions contained herein.

Owner Name

Signature

Date

Agency Representative Name

Signature

Date

**Explanation of
EXHIBIT A:
ECOS Scope of Work**

The ECOS Work Order is attached as Exhibit A. It provides a clear outline of the scope of work, compliance to SWS Codes, and materials to be used in accordance to Appendix A (10 CFR 440). This work order only outlines that work to be performed by the Agency under the Weatherization Assistance Program.

Initials

:

Owner

Agency

**EXHIBIT B:
Tenant Rights**

Tenant (Print
Name):

Residing at:

Owned by (Print **Owner**
Name):

Understand that the **Contract** between **Owner** and **Agency** stipulates that:

1. Rent on the above referenced premises shall not be raised for a period of 12 months following the completion of weatherization work.
2. I shall not have the lease terminated on my tenancy without legal cause for a period of three years following completion date of weatherization work.
3. Owner shall not sell premises unless the **Buyer** agrees to assume all obligations contained in the above referenced **Contract** with the **Agency**.

Tenant Signature

Agency Signature

*Original document with signatures stays with the Agency.
One copy goes to the Owner.
One copy goes to the tenant.*