

**LANDLORD PERMISSION TO PERFORM ASSESSMENT
& INSPECTIONS FOR RENTAL UNITS**

Your single-family building is under consideration to receive services from the Weatherization Assistance Program (WAP). Texas Department of Housing and Community Affairs (TDHCA) administers the WAP Program in Texas. The WAP operates under Federal and State rules which have certain requirements of which you, as a single-family building landlord, should be aware. At the bottom of this page is a PERMISSION TO ENTER PREMISES section granting your permission for: EOAC (agency) to enter your building to perform energy audits, collect eligibility documentation from your tenants, and complete applications.

Before work begins on your building, you will be required to sign a Landlord Agreement, a copy of which is attached for your review. Please be aware that only residential units may be weatherized. Exceptions to this requirement can be made when the owner is an income-eligible applicant or a non-profit entity. The financial commitment may be in the form of monetary contributions (checks or money orders), materials, or labor provided to install eligible measures. All monetary contributions provided by landlords will be used for labor and materials. The estimated cost of each building will be based on an energy audit that is performed on the building. When the energy audits are completed, the local weatherization agency will contact you to discuss the proposed weatherization measures for each building and your financial commitment to the project and the Landlord Agreement. After weatherization services have been provided, the local agency is required to conduct a quality control inspection to ensure that work was completed in accordance with the standards set forth by the WAP. It is your responsibility to assist the local agency staff in gaining entrance to your property.

PERMISSION TO ENTER PREMISES

I, _____, as landlord/authorized agent for building located at _____, have read and understand the above and hereby grant permission for representatives of EOAC to enter these premises for the purposes of conducting energy audits and collecting eligibility documentation from the residents, including applications, and to perform the weatherization work.

Landlord/Agent's Signature

Agency Representative Signature

Title

Title

Date

Date

LANDLORD FINANCIAL PARTICIPATION FORM

| | |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Date of Transaction or Initial Contact: | Instigating local WAP Agency EOAC |
| Responsible Landlord and/or Agent for Owners of property currently under consideration for weatherization services | |
| Physical address or location of property under consideration: | |
| Number of multifamily building(s): | Number of eligible dwelling units: |

The Texas Weatherization Assistance Program requires the Agency to obtain financial commitment information from the Landlord for the weatherization services that the agency intends to perform on the building. The landlord/agent for this building has indicated that he/she fully understands this policy and has decided to take the following course of action:

(AGENCY SHALL COMPLETE AS REQUIRED. LANDLORD INITIALS APPROPRIATE LINE.)

Landlord/Owner will invest \$ _____ for the cost of the weatherization work.
 This amount represents _____ % of the total estimated cost of the work.

- Landlord/Owner is unable to make any financial investment.
- Landlord/Owner refuses to make an investment.
- Owner is a 501(C)(3) non-profit organization

Signatures:

Landlord/Agent _____ Date _____

Agency Representative _____ Date _____

LANDLORD AGREEMENT

It is agreed by and between EOAC

(WAP Agency/the Agency)

and _____

(Landlord/Authorized Agent)

Landlord and /or Authorized Agent of the premises located at:

_____ as follows:

1. The Landlord agrees to cooperate with the Agency by assisting the Agency in gathering all records and documents necessary for the Agency to determine if the tenants residing at the premises are eligible according to the US Department of Energy guidelines for weatherization services. The Agency shall gather and keep confidential the names and incomes of tenants living at the premises.
2. If the Agency, at its sole discretion, determines that the premises are eligible for weatherization services, the Agency agrees to weatherize the premises in accordance with applicable codes, laws and regulations. The Agency agrees to forward a summary of the proposed work to the Landlord after the energy audits are completed. In exchange for these services, the Landlord agrees to be bound by the terms and conditions of this Agreement for a period of 24 months commencing on the date the weatherization work is completed.
3. A tenant's lease may be renewed for successive periods during the period of the Agreement. If an eligible tenant's lease ends during the term of the Agreement, the owner is not obligated to renew the lease, as long as the dwelling unit is subsequently rented to an income eligible household for the remaining time period of the Agreement. The Landlord shall not increase the rents during the term of this Agreement unless the increase is demonstrably related to matters other than weatherization work performed. Landlord shall not evict Tenants for the time period of this Agreement, except for just cause and for matters unrelated to the weatherization work performed. A list of units and agreement amounts, and a sample of the lease agreement must be attached to this Agreement.
4. Weatherized units that become vacant during the term of this Agreement must be rented to income eligible households.
5. The Landlord hereby swears or affirms that the premises is not presently being offered for sale and further agrees to give the Agency thirty days (30) notification of the sale or conversion of the premises. At least ten days (10) prior to the sale or conversion, the Landlord agrees to obtain, in writing, the purchaser's consent to assume the Landlord's obligations under this agreement, or if this consent is not obtained, to pay the Agency the full cost of weatherization pro-rated by the number of months left under this agreement. The landlord agrees that this document may be filed as evidence of a lien (§53 of the Texas Property Code) against the property in the municipal land records.
6. The Landlord agrees to maintain the weatherization materials installed under this agreement in accordance with all relevant codes.
7. The Agency agrees to begin installation of weatherization materials on or about (date) TO BE DETERMINED, 20____. From this date through the completion of the weatherization work, the Landlord agrees to provide during normal business hours, access by Agency personnel, Agency sub-contractors, and State & Federal officials to all dwelling units and common areas weatherized.
8. The Agency and Landlord agree that the tenants, present and future, are meant as the persons to benefit from the weatherization program. The tenants of weatherized units shall receive a copy of this agreement. The Agency agrees to provide a copy of this agreement to the tenant of the weatherized unit. The Landlord agrees to provide a copy of this agreement to all future tenants of weatherized units while this agreement is in effect.
9. In the event the Landlord defaults on, or materially breaches any term of this agreement, the Landlord shall be liable for liquidated damages, immediately due and payable to the Agency, to be computed as follows: the total cost of the project not borne by the Landlord shall be divided into twenty-four equal shares. One share shall be deducted for each full month which elapses between the date of completion of the work and the date of Landlord's default or breach. The remainder shall be paid as liquidated damages.

10. If any portion of this Agreement is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

Landlord/Authorized Agent _____ Date _____

Agency Representative _____ Date _____