

PROPERTY OWNER/KCHA WEATHERIZATION AGREEMENT
For
Multifamily Buildings

I, _____, certify that I am the owner/authorized agent (Owner/Agent) for the property located at _____.

I authorize King County Housing Authority (KCHA) to coordinate the use of federal, state and utility funds to make weatherization repairs and improvements as determined by an energy audit of the building. I will make a cash contribution in the amount of \$ _____.

I hereby release and pledge to hold harmless KCHA, and its staff, from any liability in connection with the weatherization work.

In consideration of the weatherization work to be performed, the parties agree:

1. "Rent is defined as the tenant monthly payment to the owner (non-subsidized housing) or the Contract rent (subsidized housing).
2. That the rent shall not be raised at any time because of any increase in the value of the rental units due solely to the weatherization assistance.
3. That the Owner/Agent will submit a current rent schedule prior to completion of weatherization work upon request by KCHA.
4. a. That during a period extending through one (1) year beginning on the date of KCHA certified completion of the weatherization work, the amount of rent, as established by the rent schedule submitted, will not be raised for any reason for any building tenant.
b. That at the end of this one year period, rent shall not be raised for an additional period of one (1) year, except to reflect the Tenants' prorated share of the following expenses actually incurred and documented by the Owner/Agent:
 - (i) Actual increases in property taxes;
 - (ii) Actual cost of amortizing improvements to the property (other than weatherization), which are accomplished on or after the date of this agreement and which directly benefit the Tenant; or
 - (iii) Actual increase in expenses of maintaining and operating the property.
5. The provisions of paragraph 4 may be waived by the Agency in writing if, and only if, the premises are leased under a state or federal rent subsidy program which restricts the amount of rent the owner may charge, in which case the actual contract rent charged by the owner shall conform to the standards of the rent subsidy program.
6. That from the effective date of this Agreement, and during a period extending through three (3) years following the date of completion of the weatherization work performed, the Owner/Agent will not evict, terminate, or institute any court action for possession against any Tenant or successor Tenant(s), except for good cause pursuant to the Unlawful Detainer Statute, RCW 59.12.030(3)-(5) e.g. (nonpayment of rent, committing waste, maintaining a nuisance).
7. That in the event the KCHA determines that the Owner/Agent has violated the terms of this agreement, the Owner/Agent shall repay KCHA the full value of materials and labor as documented by KCHA work records.

8. That in the event the Owner/Agent sells the premises within three (3) years after the weatherization work is completed, the Owner/Agent will comply with one of the two following conditions:
 - a. The Owner/Agent shall repay KCHA within ten (10) days of the date of sale an amount equal to the percentage of the three (3) year/month period remaining, times the full value of the material and labor as documented by Agency work records, except if sold to low-income Tenants; or
 - b. The Owner/Agent shall obtain and provide to KCHA the purchaser's written agreement, in a form acceptable to the Agency, to assume the Owner/Agent's obligations under this agreement.

The Owner/Agent shall immediately upon entering into an Agreement of sale of the premises, so inform both KCHA and the Tenants by written notice.

9. That the present Tenants, or any successor Tenants during the term of this Agreement, are the intended beneficiaries of this Agreement and shall have a right of enforcement.
10. That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law. The prevailing party in any suit to enforce this Agreement shall be entitled to recover his or her costs and a reasonable attorney's fee.
11. That KCHA shall provide a copy of this Agreement and a synopsis explaining its terms to the present Tenants. That the Owner/Agent shall provide a synopsis explaining the terms of this Agreement to subsequent Tenants of the above rental units, or to the new and subsequent occupants of rental units vacant on the date of weatherization work completion.
12. That the terms of this Agreement are incorporated into any other lease or agreement between the Owner/Agent and the Tenants, and between the Owner/Agent and any successor Tenant during the term of this Agreement, 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. With the exception of the provisions outlined above, all provisions of the Washington State Landlord/Tenant Act (RCW 59.18) shall apply to the Owner/Agent and Tenants.
13. That 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 provisions so found to be invalid.
14. Failure of KCHA to enforce the agreement upon breach by the Owner/Agent shall not be construed as a waiver of the Agency's right to enforce the agreement.

Signed: _____ Date: _____
Owner/Authorized Agent

Address: _____ Phone: _____

City Zip

Approved By: _____ Date: _____
KCHA Representative