

- ( ) Single Family
- ( ) Duplex
- ( ) Tri-Plex
- ( ) 4-Plex

WEATHERIZATION PROGRAM  
PROPERTY OWNER/KCHA WEATHERIZATION AGREEMENT

I, \_\_\_\_\_, certify that I am the owner/authorized agent for the property located at \_\_\_\_\_, (address) presently rented by:

	<u>Tenant (s)</u>	<u>Tenant Rent</u>	<u>Contract Rent</u> <u>(subsidized housing only)</u>
1.			
2.			
3.			
4			

I authorize the King County Housing Authority (KCHA) to make weatherization related repairs and improvements to my property identified pursuant to the Washington State weatherization Specifications. I hereby release and pledge to hold harmless KCHA, and its staff, from any liability in connection with the 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 unit due solely to the weatherization assistance.
3. That from the effective date of this agreement, and during a period extending through one (1) year following the date of completion of the weatherization work, the amount of rent at all the rental units being weatherized will not be raised for any reason. That at the end of this period the rent shall not be raised for an additional period of one (1) year, except to reflect the tenant's prorated share of the following expenses actually incurred and documented by the Owner; (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 increases in expenses of maintaining and operation the property.
4. The provisions of paragraph 3 may be waived by the Agency in writing if, and only if, the premises are leased under a state of 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.
5. 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 will not evict terminate, or institute any court action for possession against any tenant or successor tenant, except for good cause pursuant to RCW 59.12.030(3)-(5). (e.g., non-payment of rent, committing waste, maintaining a nuisance).

6. That in the event the owner sells the premises within three (3) years after the weatherization work is completed, the owner will comply with one of the two following conditions:

a) The owner shall repay the KCHA at 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 KCHA work records, except if should to low-income tenants; or

b) The owner shall obtain, in writing prior to the sale, the purchaser's agreement to assume the landlord obligations under this agreement.

The owner shall immediately upon entering into a no-contingent Agreement of sale of the premises, so inform both the KCHA and the tenants, by written notice.

7. 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.

8. 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 costs and a reasonable attorney's fee.

9. That the KCHA shall provide a copy of this Agreement and a synopsis explaining its terms to the present tenants. That the owner shall provide a synopsis explaining the terms of this Agreement to subsequent tenants of the above rental unit, or to the new and subsequent occupants of rental units vacant on the effective date of this Agreement.

10. That the terms of this Agreement are incorporated into any other lease or agreement between the owner and the tenant, and between the owner and any successor tenant during the terms 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(s) and tenant(s).

11. 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 provision so found to be invalid.

12. Failure of KCHA to enforce the Agreement up 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