

**DISTRICT OF COLUMBIA
RENTAL AGREEMENT**

USED MULTI-FAMILY UNITS

MULTIFAMILY WEATHERIZATION PROGRAM FACTSHEET

Building owners throughout the District of Columbia can take advantage of a program designed to reduce fuel usage in buildings occupied primarily by low income residents, defined as 150% of the poverty level. The Department of Housing and Community Development (DHCD), through its subgrantee, the Community Weatherization Fund (CWF), provides grants to multiple dwelling buildings in order to increase comfort and reduce fuel bills for tenants or cooperators. Through the Weatherization Assistance Program (WAP), buildings receive an extensive energy analysis stressing low technology solutions with high return on investment. In this way, the tenants (and the building owner) increase their cash flow and are able to better maintain the premises. Buildings occupied by a minimum of 67% low income residents are selected for the program using the following criteria:

1. NON-PROFIT OR COOPERATIVELY OWNED
2. PRIVATELY OWNED AND WELL MAINTAINED
3. PRIVATELY OWNED, NEEDING IMPROVED MAINTENANCE, BUT RECEPTIVE TO TRAINING
4. INTERFACE WITH DHCD'S MULTIFAMILY PROGRAM REHAB LOAN FUND
5. POTENTIAL SITE FOR RESEARCH AND EVALUATION OF SAVINGS
6. GOOD COSTS TO SAVINGS RATIO

WAP performs income certification, energy analysis, contracting, and construction management of the work from beginning to end, making it a complete "latchkey" housing and energy program. Improvements are determined based upon energy and comfort considerations; cosmetic improvements that will not increase savings and comfort can not be paid for by the program. As this program is required by statute to benefit the low income client (tenant or cooperator), a private owner is required to finance a minimum of 25% of the WAP improvements.

A copy of the owner's pre-agreement, or Letter of Understanding, is attached. For more information, call the DHCD's Weatherization Program at (202) 535-1360, or the Community Weatherization Fund at (202) 872-3160.

MULTIFAMILY BUILDING WEATHERIZATION PROCESS

1. OUTREACH TO OWNERS; INTAKE OF BASIC BUILDING INFORMATION.
2. OWNER CONTACT. INITIAL OWNER MEETING AT BUILDING OR OFFICE
3. ASSIGN PRIORITIES USING CRITERIA FOR BUILDING SELECTION
4. SIGNING OF OWNER PRE-AGREEMENT (ATTACHED)
5. INCOME DOCUMENTATION/ENERGY ANALYSIS/CLIENT EDUCATION
6. CERTIFICATION DETERMINATION/PROPOSED SCOPE OF WORK
7. CONTRACT NEGOTIATION
8. SIGNING AND EXECUTION OF CONTRACT (ATTACHED)
9. SPECIFICATIONS/BIDS/CONTRACTING
10. CONSTRUCTION MANAGEMENT AND MAINTENANCE TRAINING
11. BUILDING INSPECTION AND CERTIFICATION

MULTIFAMILY WEATHERIZATION PROGRAM ENERGY CONSERVATION PRIORITIES

When performing energy analysis in multifamily dwellings under D.C. DHCD's Weatherization Assistance Program (WAP), the more cost effective work must be done first. The following order of priorities has been widely accepted throughout the country, and as such, will be used for WAP multifamily buildings in the program:

1. HEATING, VENTILATING, AND AIR CONDITIONING

SYSTEMS:

CENTRAL OR SEPARATE HVAC UNITS

- A. CLEAN ALL HEAT TRANSFER SURFACES
- B. TUNE TO MAXIMUM EFFICIENCY (MIN. 75-80% SSE)
- C. REPAIR/REPLACE DEFECTIVE CONTROLS AND SAFETIES
- D. CLEAN AND TUNE BURNER(S)
- E. INSULATE HEATING SYSTEMS WHERE WARM TO THE TOUCH
- F. UPGRADE OR REPLACE IF COST EFFECTIVE
- G. ENCLOSE HVAC EQUIPMENT AND PROPERLY VENTILATE

HVAC DISTRIBUTION SYSTEMS:

- A. REPAIR ALL STEAM, WATER, OR CONDITIONED AIR LEAKS
- B. INSULATE ALL LINES THROUGH UNCONDITIONED SPACE
- C. BALANCE DISTRIBUTION SYSTEM

HVAC THERMOSTATIC/SENSING/TIMING DEVICES

- A. CHECK INTERIOR AND EXTERIOR THERMOSTAT(S)
- B. CHECK TIMING CYCLES IN RELATION TO WEATHER
- C. CHECK ADDITIONAL TIMING/THERMOSTATIC SENSORS
- D. UPGRADE/REPLACE IF NECESSARY

HOT WATER AND WATER CONSERVATION

- A. REPLACE SHOWERHEADS TO FLOW LESS THAN 3 GPM
- B. REPLACE FAUCET AERATORS TO LESS THAN 1.5 GPM

(CONTINUED ON REVERSE)

**MULTIFAMILY WEATHERIZATION PROGRAM ENERGY
CONSERVATION PRIORITIES (CONTINUED)**

2. REDUCTION OF STACK EFFECT

- A. PROPERLY SEAL BASEMENT/FOUNDATION
- B. WEATHERSTRIP/SWEEP/RENDER SELF-CLOSING/REPAIR
(WS/S/RSC/R):
 - 1. BASEMENT AND HVAC ROOM DOORS
 - 2. ATTACHED GARAGE DOORS
 - 3. FRONT, VESTIBULE, HALLWAY, AND ROOF DOORS
 - 4. ELEVATOR AND DUMBWAITER SHAFT DOORS
- C. REPAIR/WS/ADD LOCKS TO ALL COMMON AREA WINDOWS
- D. SEAL ALL UNUSED CHIMNEYS OR OTHER CHASEWAYS
- E. WS/S/RSC/R ALL APARTMENT ENTRANCE DOORS

3. REDUCE INFILTRATION/EXFILTRATION IN APARTMENTS

- A. SEAL HOLES THAT LEAD TO EXTERIOR
- B. SEAL HOLES THAT COMMUNICATE AIR BETWEEN APTS.
- C. REPAIR/WS/ADD LOCKS TO ALL APARTMENT WINDOWS
- D. ADD STORM WINDOWS IF NECESSARY
- E. REPLACE WINDOWS WITH NEW DOUBLE PANE WOOD OR
VINYL CLAD ALUMINUM ONLY WHEN ALL ABOVE WORK
IS COMPLETED

4. ROOF INSULATION AND RELATED INCIDENTAL REPAIRS

- A. SEAL ALL HOLES INTO ROOF CAVITY FROM INTERIOR
- B. INSULATE TO R-30 WITH VAPOR BARRIER
- C. VENTILATE TO MINIMUM STANDARDS

LETTER OF UNDERSTANDING

A. INTRODUCTION

This Letter of Understanding is a first step prior to the complete weatherization of _____ (address), for the purposes of understanding the legal agreements between the Community Weatherization Fund (herein after CWF), and the owner of this building, _____ (herein after the Owner). The District of Columbia's Weatherization Assistance Program (WAP) is administered using federal WAP funds, and as such, must be administered in accord with both federal and District regulations. These regulations specifically dictate: 1) the priority of weatherization items to be installed in the eligible households; 2) that the WAP improvements must benefit the income eligible client (tenant); and 3) that the owner of a multiple dwelling may not realize excessive or undue enhancement of the property through the WAP improvements. As substantial costs are incurred by CWF to process the building documents and perform an energy analysis, the owner will be required to submit a processing fee (see paragraph E below) prior to the building audit. Once the weatherization work is commenced, this fee will be credited to the minimum match.

B. OWNER PERMISSION

In order to proceed with the weatherization of the above address, the owner agrees to provide access in the building to CWF in order to perform a detailed energy analysis of the building, and in order to secure income certification from the tenants. The owner or a representative of the owner will be present during the energy analysis of the building, and the owner will insure that the safety of the employees of WAP, CWF, and/or their contractors will be guaranteed within the building at all times. The owner and/or agent will assist CWF in arranging a tenant meeting in order to explain the program at a time convenient to the owner, CWF, and the clients.

C. DOCUMENTS

In order to proceed with the weatherization of the above address, the owner must provide CWF with the following documents prior to the energy analysis and/or income certification of the building: complete cost and consumption records for the building for all master metered accounts (electricity, natural gas, oil, water) for a minimum of one year; title and deed to the building; rent roll for all apartments; signed vacancy agreement (attached); and copies of receipts for all weatherization work completed in the last 12 months. Further, the owner agrees to provide to CWF a listing of existing code violations in the building, a timetable for correction of said violations, and a certification from the D.C. Office of Real Property Tax that there are no property tax arrears on the building.

D. UNDUE ENHANCEMENT TO THE OWNER

CWF, in order to avoid undue or excessive enhancement in the value of rental dwelling units resulting from the provision of weatherization services, shall request financial participation from the owner of the above address. The amount requested will be a percentage of the total cost of the weatherization work to be performed, and will be at least 25% of the total weatherization costs for the building as outlined in the Multifamily Program Building Owner Agreement. Should the owner be unable to secure these matching funds, the owner must provide complete financial records substantiating the inability to match these funds, and additionally must provide a minimum of two (2) bank loan rejections within the last 60 days. If these are provided, CWF will attempt to secure alternative financing for the owner to meet the above minimum match, or may wave part of the match requirement. As an alternative, CWF may put the building on a waiting list until the owner is able to secure financing.

E. COST OF DOCUMENTATION

CWF will require from the owner prior to the income certification and energy analysis of the building a certified check in the amount of \$_____ made payable to "Community Weatherization Fund" for the purpose of processing the building documents and performing the energy analysis on the building. Should the owner enter into a Weatherization agreement with CWF, these funds will be put toward the above mentioned financial match, or will be returned to the owner with interest should the owner provide financial match in another manner. This amount shall be no more than \$1000 for the energy analysis plus \$25 per apartment to process documents. If an agreement is not reached between CWF and the Owner, CWF will retain the above amount to cover its processing costs.

F. GENERAL CONTRACTING/SUBCONTRACTING

CWF, as a subgrantee to the D.C. Weatherization Assistance Program, is responsible for writing specifications and managing contractors to complete the WAP scope of work. As such, CWF has the right to approve or disapprove any and all contractors and their subcontractors for the completion of the WAP scope of work.

The parties acknowledge that this agreement is under seal.

OWNER

DATE

FOR CWF

DATE

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
WEATHERIZATION DIVISION

MULTIFAMILY PROGRAM
BUILDING OWNER AGREEMENT
(Revised 4/19/90)

This Agreement applies to a building or complex of building(s) containing rental dwellings units, located in the District of Columbia

This Agreement is made and entered into by and between

(the Agency) and

(the Owner)

(Premises to be Weatherized)

This Agreement shall commence on the ____ day of _____, 19__ (the commencement date) and shall terminate on the ____ day of _____, _____ (the termination date).

WHEREAS, the Energy Conservation in Existing Buildings Act of 1976 (Weatherization Act) authorizes grants to States and the District to provide weatherization assistance to eligible households, and the District of Columbia has received a grant of funds for such purposes; and

WHEREAS, THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) is the District agency responsible for administering the federally funded weatherization program in accordance with Federal and District laws, and rules and regulations governing the program; and

WHEREAS, DHCD has received an allocation of funds granted to the District under the Weatherization Act; and

WHEREAS, said funds are to used to weatherize the dwelling units of eligible households who are the intended beneficiaries of the assistance available under the Weatherization Act; and

WHEREAS, DHCD has contracted with the Agency to use said funds to make weatherization materials and weatherization labor available for the benefit of eligible households; and

WHEREAS, many eligible households reside in rental housing buildings containing rental dwelling units which may be weatherized if not less than *66 percent (50 percent for duplexes and four unit buildings)* of the dwelling units in the premises are eligible dwelling units;

WHEREAS, the Agency has demonstrated a readiness to make weatherization materials and weatherization labor available for the benefit of eligible households who reside in rental housing;

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:

I. DEFINITIONS. As in this Agreement,

A. Agency shall mean an entity which contracts with and receives a grant of funds from DHCD to provide residential weatherization assistance to eligible households.

B. Owner shall mean either (1) the party holding legal title to the building location at _____ (hereinafter the Premises) which contain a total of _____ dwelling unit(s) (whether occupied or not as of the effective date of this Agreement) or (2) a person authorized, in writing, to enter into a contract for the party holding legal title to said building.

C. Dwelling units shall mean a house, apartment, a group of rooms or a single room occupied as *separate living quarters*.

D. Household shall mean individual or group of individuals who are living together as *one economic unit* in a dwelling unit and who make undesignated payments for their primary heating source(s) in the form of rent and/or maintenance charges, or pay for their heat directly.

E. Eligible household shall mean a household whose income is less than or equal to the higher of 150 percent of the United States Office of Management and Budget (OMB) poverty level for the District or 60 percent of the State Median Income calculated on a monthly basis.

F. Eligible dwelling units shall mean:

1. A dwelling unit occupied as of the effective date of this Agreement by an eligible household. No unit shall be considered eligible unless it has received sufficient written documentation (in the form required by DCHD) indicating that the dwelling unit is occupied by an eligible household. The name and income of the eligible household must remain confidential in accordance with District and/or Federal law. The owner will not request or collect this documentation from any household in the premises for the purpose of this program; said documentation may only be collected by DHCD or the Agency. A schedule of the documented eligible dwelling units and the rents charged therefore is Exhibit A; or

2. A dwelling unit that is vacant as of the effective date of this Agreement designated by the Owner as a dwelling unit that *will be rented to or occupied by an eligible household within 180 days of the certification date of the completion of the work*. The Owner shall submit to the Agency Exhibit B. indicating which dwelling units have been so designated.

G. Common area shall include, but not be limited to, stairwells, hallways, basements, roofs and central heating plants, and ineligible apartments.

H. Weatherization materials shall mean any and all materials that meet or exceed (1) the standards prescribed by the 10 CFR section 440 (as amended) or (2) higher standards as established by DHCD.

I. Weatherization labor shall mean the costs incurred by the Agency to employ labor or to engage a subcontractor to install the weatherization materials set forth in subparagraph 1 (H) of this Agreement.

J. Program Support shall mean the costs incurred by the Agency in weatherizing the unit other than those outlined in paragraph 1 (H) and (1) including audit and/or other in-house labor costs. For the purpose of this Agreement the costs to any eligible dwelling units for program support shall be _____.

K. Work scope shall mean the entire scope of the actual work project as set forth in Exhibit C and Exhibit D if necessary, including materials and labor, to be performed pursuant to this Agreement.

L. Certification shall mean the written and signed attestation by a DHCD representative that the scope of work for a particular eligible dwelling unit has been satisfactorily performed.

M. Pro-rata share shall mean that charged to any eligible dwelling unit the weatherization materials, labor and program support supplied by the Agency to an eligible dwelling.

II. LIQUIDATED DAMAGES

The parties agree that for the purpose of this Agreement, in the event of a breach by either party, liquidated damages shall be computed as follows:

A. For dwelling unit liquidated damages: the pro-rata share shall be divided by .94 to the per unit liquidated damages which shall be multiplied by the number of dwelling units in breach to determine the total unit liquidated damages.

B. For common area liquidated damages: the dollar value of the Agency's Work scope for the common area, as itemized in Exhibit C, shall be divided by .94 to determine total common area liquidated damages.

III. OWNER'S OBLIGATIONS

A.1 For eligible dwelling units which are not subject to statutorily authorized rent control, the Owner agrees that rents for eligible dwelling units as set forth in Exhibit A, shall not be increased for a period ending _____.

A.II For eligible dwelling units which are subject to statutorily authorized rent control, the owner remains able to receive approval for normal incremental rent increases granted by the District government.

B. The Owner agrees that the rents for eligible dwelling units, as set forth in Exhibit A, shall not be increased, solely due to the weatherization improvements paid for by Weatherization Assistance Program Funds [10 CFR Sec. 440.22]. This provision specifically prohibits the Owner's application for, and receipt of, a Major Capital Improvement (M.C.I.) rent increase for the weatherization work, listed in Exhibit C (Agency's Work scope) in a rent controlled apartment.

The Districts Department of Consumer & Regulatory Affairs (DCRA) Rental Accommodations Office shall be notified by the Agency in accordance with Section IV(F) of this Agreement of the specific weatherization work paid for with Weatherization Assistance Program Funds.

C. The Owner agrees that the terms, promises and obligations of this Agreement shall supersede and be superior to any inconsistent provision of any oral written lease or other agreement affecting the rents collected for the eligible dwelling units listed in Exhibit A.

D. The Owner agrees that dwelling units identified in Exhibit B which are vacant as of the effective date of this Agreement, shall be rented to or occupied by an eligible household within 60 days of of the certification date. The Owner further agrees to submit, or cause to have submitted to the Agency, written proof of that household's income eligibility, prior to lease or occupancy of such vacancy.

E. The Owner agrees to notify the Agency of the sale of or conversation to condominium or cooperative status of all or part of the Premises in writing no later than one month before the sale or conversation of said premises.

F. The Owner agrees to complete to the satisfaction of the Agency, the work as specified in Exhibit D.

G. The Owner agrees to maintain the weatherization materials installed under this Agreement, in accordance with all relevant codes regarding maintenance, until _____.

IV. AGENCY'S OBLIGATIONS

A. The Agency agrees to install, or cause to have installed, weatherization materials together with the labor attendant therefore in the Premises.

B. The Agency agrees to install, or cause to have installed, weatherization materials as itemized in the Agency's Work scope in Exhibit C

C the Agency agrees to commence, or cause to commence, the installation of Weatherization Materials on or about _____ (date); provided that the Owner insures that the Agency will have access to all of the dwelling units and common areas to be weatherized upon seven days notice of a date certain by the Agency.

D. The Agency agrees to accept and retain the documentation required from the Owner pursuant to paragraphs III(C), III(F), and VI (if applicable) of this Agreement.

E. The Agency agrees to file and records, at the Owner's expense, at the appropriate Office of the County Clerk or Registrar in the Book of Covenants, Restrictions Reconstructions, Trusts and Forms, the covenant running with the land as agreed upon by the parties pursuant to paragraph V of this Agreements

F. The Agency agrees to send notification to DCRA of the agency's work scope (Exhibit C), paid for by Weatherization Assistance Program funds in rent controlled and rent stabilized units.

G. The Agency agrees to duly establish an interest bearing escrow account and to deposit the moneys rendered to the Agency by the Owner pursuant to paragraph VI (if applicable) of the Agreement in said account.. the Agency further agrees to promptly release from the escrow account sums at such time as are required in Exhibit D (if applicable) of this Agreement to such parties as are specified. Upon completion and certification of the work agreed upon in paragraph VI (if applicable) of this Agreement, the interest earned on the escrow account shall be deposited by the Agency into the Agency's DHCD Weatherization Assistance Program bank account and shall be expended no later than the next succeeding year.

V. THE COVENANT

The parties agree that the promises and obligations contained in this Agreement shall be a covenant running with the land until _____, 19__ and that the Owner consents to the filing, at the Owner's expense, of said covenant at the Registrar of deeds. The Agency shall file and record, or cause the Owner to file and record, said covenant at the Registrar to be entered into the Book of Covenants, Restrictions, Trusts and Forms. The covenant is Exhibit E.

VI. OWNER'S WORK

A. The parties agree that the Agency shall not commence, or cause to be commenced, the installation of any weatherization materials unless the Owner completes, or agrees to complete to the satisfaction of the Agency, the repairs or other requirements specified in the Owner's Work Agreement, if any, annexed hereto as Exhibit D, and submits written documentation of same to the specified in paragraph 1 of said Owner's Work Agreement.

B. In the event that the Agency agrees to commence the installation of weatherization materials prior to the Owner's completion of the work required in said Exhibit D, the Owner shall:

1. Post a performance bond in an amount equivalent to the cost of securing the completion of the required work with the Agency named as insured; or

2. Render to the Agency \$_____, Said sum being the cost of securing the completion of the required work. Said sum shall be deposited by the Agency in a duly established escrow account to be released to the Owner or Subcontractor, responsible for completion of the Owner's Work to the satisfaction of the Agency.

VII. BREACH: THE FOLLOWING SHALL CONSTITUTE EVENTS OF BREACH

A. The Agency's failure to install, or cause to have installed, to the extent that funds are available, the Weatherization Materials listed in Exhibit C in a timely and workmanlike manner; provided the Agency gained

access to the eligible dwelling units upon seven days notice by the Agency to the Owner.

B. The Owner's failure, in a timely manner, to submit to the Agency the documentation required in paragraphs III(C), III(F), and VI (if applicable) of this Agreement.

C. The Owner's failure to rent or place in occupancy an eligible household in an eligible dwelling unit specified in Exhibit B within 60 days if the certification date.

D. The Owner's increasing if the rent charged an eligible household occupying an eligible dwelling unit, except as noted in paragraph III (A) II.

VIII. REMEDIES

A. In the event that the Owner fails to submit in a timely manner to the Agency the documentation required in paragraphs III(C), III(F) and VI (if applicable) of this Agreement, the Agency shall notify the Owner in writing by registered mail of the breach. If the Owner does not, within seven business days from receipt of notification, commence to pursue diligent cure if such breach or provide the Agency with reasonable notice that such default does not, in fact, exist the Owner shall pay the Agency an amount equal to ten percent of the per unit liquidated damages multiplied by the total number of dwelling units eligible for weatherization.

B. In the event that the Owner fails to rent or place in occupancy an eligible household in an eligible dwelling unit specified in Exhibit B within 60 days of the certification date, the Agency shall notify the Owner in writing by registered mail of the nature of the breach. If the Owner does not, within seven business days from receipt of notification, commence to pursue diligent cure of such breach or provide the Agency with the reasonable notice that such breach does not, in fact, exist, the Owner shall pay the Agency the per dwelling unit liquidated damages; provided, however, that if said eligible dwelling unit was counted for determining whether common space shall be deemed to be eligible for weatherization the Owner shall in addition pay the Agency the common area liquidated damages.

C In the event that the Agency fully or partially fails to install, or cause to have installed, the Weatherization Materials listed in Exhibit C in a timely and workmanlike manner, the Owner shall notify the Agency in writing by registered mail return receipt requested of the nature of the breach and the Owner's intention to terminate or suspend this Agreement for breach. If the Agency does not, or if the Agency fails to provide to the Owner reasonable notice that such diligently pursue cure of such breach, or if the Agency fails to provide to the Owner reasonable notice that such breach does not, in fact, exist, the Agency shall reimburse to the Owner the amount of moneys remaining in the escrow account, with interest or release the Owner from all obligations under the performance bond.

D. In the event the 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 claim against Owner in any action or special proceeding in any Court of appropriate jurisdiction.

IX. INDEMNIFICATION

The Agency 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 municipal requirements or regulations prohibiting the provision of such work, labor, service, or materials.

X SYNOPSIS OF TERMS

The Agency shall provide a synopsis of the terms of this Agreement to the household occupying each eligible dwelling within thirty days of the effective date of this Agreement. Further, the Agency 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 effective date of this Agreement.

XI. ACCESS TO DOCUMENTS

The Agency shall provide any occupant of an eligible dwelling unit access to this document in accordance with federal and state laws regarding confidentiality and privacy.

XII. EXHIBITS

All Exhibits A - E shall be initialed by both parties and become a part of this Agreement upon signing of both parties. In the event an Exhibit or Exhibits can not be completed at signing, provisions relating to those exhibits shall not be considered binding until such times as they are completed, initialed by both parties, and attached to this Agreement

XIII. SEVERABILITY

All provisions of this Agreement are severable. If any provisions of this Agreement is found invalid, such finding shall not affect the validity of this Agreement as a whole or part or provision hereof other than the provision so found to be invalid.

The parties acknowledge that this Agreement is under seal.

Owner

Date

Agency

Date

EXHIBIT A--ELIGIBLE DWELLING UNITS AND RENTS

THE DOCUMENTED ELIGIBLE DWELLING UNITS INCLUDING THOSE LISTED ON EXHIBIT B WHICH ARE TO BE WEATHERIZED OR CAUSED TO BE WEATHERIZED BY THE AGENCY UNDER THE ATTACHED AGREEMENT AND EACH UNIT'S RENT AS OF THE EFFECTIVE DATE OF THE ATTACHED AGREEMENT ARE AS FOLLOWS:

ADDRESS: _____

APARTMENT NUMBER _____ RENT AS OF _____

INITIALED BY: OWNER: _____ AGENCY: _____

EXHIBIT B--DESIGNATED VACANT ELIGIBLE DWELLING UNITS

THE DESIGNATED VACANT ELIGIBLE DWELLING UNITS WHICH ARE TO BE RENTED OR OCCUPIED BY AN ELIGIBLE HOUSEHOLD WITHIN 180 DAYS OF THE CERTIFICATION DATE OF THE SATISFACTORY COMPLETION OF THE WORKSCOPE PURSUANT TO THE ATTACHED AGREEMENT.

ADDRESS: _____

APARTMENT NUMBER

INITIALED BY: OWNER: _____ AGENCY: _____

EXHIBIT C: AGENCY'S WORKSCOPE

THE FOLLOWING IS A DETAILED ITEMIZATION OF THE WEATHERIZATION MATERIALS AND WEATHERIZATION LABOR NEEDED TO INSTALL SUCH MATERIALS AND THE PROJECTED COSTS THEREOF FOR EACH ELIGIBLE DWELLING UNIT THAT THE AGENCY AGREES TO WEATHERIZE OR CAUSE TO BE WEATHERIZED IN THE ATTACHED AGREEMENT:

ADDRESS: _____

UNIT NUMBER DETAIL OF MATERIALS AND/OR LABOR COST

TOTALS:

INITIALED BY: OWNER: _____ AGENCY: _____

EXHIBIT D-- OWNER'S WORK AGREEMENT

THE OWNER AND THE AGENCY AGREE THAT THE OWNER SHALL COMPLETE, OR AGREE TO COMPLETE, TO THE SATISFACTION OF THE AGENCY, SUCH REPAIRS TO THE PREMISES AND/OR OTHER WORK AND/OR OTHER REQUIREMENTS AS LISTED BELOW OR ON THE ATTACHED OWNER'S WORKSCOPE IF NECESSARY:

ESTIMATED COST: \$ _____

SUCH REPAIRS AND/OR OTHER REQUIREMENTS SHALL BE COMPLETED SOLELY AT THE OWNER'S EXPENSE WITH NO FINANCIAL ASSISTANCE FROM THE AGENCY BY _____ (DATE). DOCUMENTATION OF COMPLETION TO THE SATISFACTION OF THE AGENCY OF SUCH REPAIRS AND/OR OTHER REQUIREMENTS SHALL BE SUBMITTED TO THIS AGENCY.

IN THE EVENT THAT THE AGENCY AGREES TO COMMENCE FULFILLING ITS OBLIGATIONS PURSUANT TO THE ATTACHED AGREEMENT PRIOR TO THE

COMPLETION OF THE ABOVE REPAIRS, WORK, OR OTHER REQUIREMENTS, THE OWNER SHALL, PURSUANT TO THE AGREEMENT:

1. DEPOSIT THE SUM OF \$ _____ WITH THE AGENCY TO BE RELEASED FROM ESCROW TO A SUBCONTRACTOR UPON COMPLETION OF THE WORK OR PORTIONS OF THE WORK AS SET FORTH IN THE PAYMENT SCHEDULE BELOW:

OWNERS WORK DATE TO BE COMPLETED PROGRESS PAYMENT

2. POST A PERFORMANCE BOND PRIOR TO COMMENCEMENT OF THE AGENCY WORK, IN AN AMOUNT EQUIVALENT TO THE ESTIMATED COST OF THE OWNER'S WORK, TO SECURE COMPLETION OF THE SAID REPAIRS, WORK, AND/OR OTHER REQUIREMENT BY: _____ (DATE).\

THE OWNER HEREBY INDEMNIFIES AND HOLDS THE AGENCY HARMLESS FROM ANY AND ALL JUDGEMENTS, CLAIMS, AND LIABILITIES OF WHATEVER NATURE THAT ARISE AS A CONSEQUENCE OF OR IN CONNECTION WITH THE REPAIRS AND/OR OTHER REQUIREMENTS PERFORMED PURSUANT OF THIS AGREEMENT. THE OWNER ACKNOWLEDGES THAT HE OR SHE IS NOT ACTING AS AGENCY FOR THE AGENCY NOR IS THE AGENCY THE AGENT OF THIS OWNER. THIS AGREEMENT IS ATTACHED TO AND MADE A PART OF THE WEATHERIZATION AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE PARTIES OF THIS AGREEMENT ON _____ (DATE). THIS AGREEMENT WILL BECOME EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE OF THE LAST PARTY TO SIGN SAID AGREEMENT.

OWNER: _____

DATE: _____

AGENCY: _____

DATE: _____

EXHIBIT E--COVENANT RUNNING WITH THE LAND

_____, THE OWNER OR PERSON AUTHORIZED TO ENTER INTO A CONTRACT FOR THE PARTY HOLDING LEGAL TITLE OF _____, (ADDRESS, HEREIN AFTER THE PREMISES) HEREBY DECLARES THAT SAID PREMISES SHALL BE SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

1. THE PREMISES SHALL BE SUBJECT TO PROMISES, OBLIGATIONS, AND COVENANT AGREED TO BY _____, THE OWNER OF SAID PREMISES, IN A WEATHERIZATION ASSISTANCE PROGRAM MULTIFAMILY PROGRAM BUILDING OWNER AGREEMENT ACKNOWLEDGED, SIGNED AND SEALED ON _____ (DATE), IN RETURN FOR WEATHERIZATION MATERIALS AND LABOR USED TO WEATHERIZE DWELLING UNITS AND/OR COMMON SPACE IN SAID PREMISES PROVIDED FOR BY _____, THE AGENCY, FOR THE BENEFIT OF INCOME ELIGIBLE HOUSEHOLDS OCCUPYING SAID DWELLING UNITS, WHO ARE THE THIRD PARTY BENEFICIARIES OF SAID WEATHERIZATION AGREEMENT.

2. SAID PREMISES, OBLIGATIONS, AND COVENANT SHALL BE BINDING UPON THE OWNER, HIS/HER HEIRS, SUCCESSORS AND ASSIGNS UNTIL _____ (DATE)

SIGNED AND SEALED ON THIS DATE, _____.

OWNER

TENANTS SYNOPSIS OF THE BUILDING OWNER AGREEMENT

The District of Columbia Department of Housing and Community Development (D.C. DHCD) Weatherization Assistance Program (WAP) is set up to provide funds to weatherize the dwellings of income eligible households.

Your building owner has entered into an agreement with _____, a subgrantee of DHCD, to have your building weatherized on your behalf. Most, if not all of the materials to weatherize the building are being supplied free of charge to your landlord because you are income eligible to receive the benefits of the WAP program. In return for this weatherization work, your owner has agreed to several provisions that benefit you and give you specific rights. These provisions and rights are summarized for you below:

1. The landlord cannot raise your rent until _____(date), even if you had previously agreed that your present rent could be increased before that date. However, if you live in a rent controlled apartment, the owner may receive approval for normal incremental rent increases.
2. The owner shall not, by Federal regulation, be entitled to a rent increase for the weatherization improvements paid for by the agency with WAP funds. Specifically, in rent controlled apartments, the owner is not entitled to a rent increase under the Capital Improvement petition to the Rental Accommodations Office of the D.C. Department of Consumer and Regulatory Affairs (DCRA), for the Weatherization work paid for by the agency with WAP funds. The agency has informed DCRA of the weatherization work paid for with WAP funds. The owner may be entitled to ~~to~~ other capital improvement increases not relating to the weatherization work.
3. If the owner sells the building before _____(date), the new owner must also comply with all of the provisions of this agreement protecting you until _____.
4. If your landlord does not comply with the provisions noted above, you may wish to assert a claim against him/her in court. If this happens and you need assistance in asserting your claim, call your local legal services office at (202) 223-9300.

You have the right to see the agreement signed by your owner and the agency named above that weatherized your building. To arrange to see the agreement, write or call the agency at the address and phone number below: