



700 E. Mountain View Ave. Suite 501 Ellensburg, WA 98926 (P) 509.925.1448 110 Pennsylvania Ave. Cle Elum, WA 98922 (P) 509.674.2375 (F) 509.674.5187

## ATTACHMENT A

### Weatherization Program Property Owner/Agency Agreement

I, \_\_\_\_\_ certify that I am the owner/authorized agent  
(Owner/Agent)

for the property located at \_\_\_\_\_ presently  
(Address)

rented by:

| Tenant(s) | Tenant Rent |
|-----------|-------------|
| 1. _____  | _____       |
| 2. _____  | _____       |
| 3. _____  | _____       |
| 4. _____  | _____       |

I authorize HopeSource to make the weatherization repairs and improvements included in the attached scope of work.

I hereby release and pledge to hold harmless the above-named agency and its staff from any liability in connection with the work listed above.

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

1. "Rent" is defined as the tenant's 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 increased value of the rental unit(s) due solely to 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 weatherization work, the amount of rent at all 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 tenants' 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 tenants; or (iii) actual increases in expenses of maintaining and operating the property.
4. That from the effective date of this agreement, and during a period extending through twenty five (25) years following the date of completion of weatherization work, the property owner shall maintain the property as low income housing as defined by the then current HUD User Affordable Housing Rate. ("HUD User Affordable Housing" is defined as housing with rental rates at or below 30% of the current 80% AMI income level). That in the event the property is not maintained as low income Affordable Housing as described above, the owner will repay the agency at a total of \_\_\_\_\_, which is equal to the total amount of Kittitas County Housing Preservation Grant Funds expended on the project. This will be secured by a materials lien on the property for a period of twenty five (25) years from the date the funds were expended on the property
5. The provisions of paragraph 3 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 weatherization work performed, the owner will not evict, terminate, or institute any court action for possession against any tenant or successive tenant, 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) (<http://apps.leg.wa.gov/RCW>).
7. That in the event the owner sells the premises within twenty five (25) years after weatherization work is completed, the owner will repay the agency at the date of sale a total of \_\_\_\_\_, which is equal to the total amount of Kittitas County Housing Preservation Grant Funds expended on the project. This will be secured by a materials lien on the property for a period of twenty five (25) years from the date the funds were expended on the property. The owner shall immediately upon entering into a non-contingent agreement of sale of the premises, so inform both the agency and the tenants, by written notice.
8. 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.



700 E. Mountain View Ave. Suite 501 Ellensburg, WA 98926 (P) 509.925.1448 110 Pennsylvania Ave. Cle Elum, WA 98922 (P) 509.674.2375 (F) 509.674.5187

9. 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.
10. That the agency shall provide a copy of this agreement and a synopsis explaining its terms to the tenants. That the owner 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 effective date of this agreement.
11. That the terms of this agreement are incorporated into any other lease or agreement between owner and tenants, and between owner and any successor tenants during terms of this agreement, and if there is any conflict between the provisions of this agreement and provisions of such other lease or agreement, the provisions of this agreement shall govern. With the exception of provisions outlined above, all provisions of the *Washington State Landlord/Tenant Act* (RCW 59.18) (<http://apps.leg.wa.gov/RCW>) and the *Washington State Manufactured/Mobile Home Landlord/Tenant Act* (RCW 59.20) (<http://apps.leg.wa.gov/RCW>) shall apply to the owner(s) and tenant(s).
12. That 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.
13. Failure of the agency to enforce the agreement upon breach by the owner shall not be construed as a waiver of the agency's right to enforce the agreement.

Signed: \_\_\_\_\_  
(Owner/Authorized Agent)

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Approved by: \_\_\_\_\_  
(HopeSource Representative)

Date: \_\_\_\_\_