

**Weatherization Services Agreement
Non-Owner Occupied**

Address: _____ (the “Property”)

This Agreement is between _____ (the “Service Provider”) and the owner of the Property, _____ (“Owner”) (collectively the “Parties”). The Service Provider agrees to provide weatherization measures to the Property in accordance with the U.S. Department of Energy (“DOE”) Weatherization Assistance Program (“WAP”) administered by the State of Connecticut Department of Energy and Environmental Protection (“DEEP”).

1. Owner Representations

- a. The benefits of the weatherization assistance work provided at the Property shall accrue primarily to the tenants.
- b. There shall not be an increase in rent for any unit in the Property for a period of two (2) years from the completion date of the weatherization work unless the Owner can demonstrate that the increase is related to matters other than the weatherization work performed. This rent freeze shall remain in place for two (2) years from the date of completion of the weatherization work even if the ownership of the Property changes. For Properties that are **not** included on the most recent list posted by DOE of Assisted Housing and Public Housing buildings identified by the U.S. Department of Housing and Urban Development as meeting this requirement, a copy of the Property’s form lease that includes language providing rent protection outcomes in alignment with this clause or shows the following Weatherization Lease Clause language has been added to the form lease shall be provided to the Service Provider by the Owner within two (2) weeks of signing this Agreement. By signing this Agreement, the Owner attests that the copy of the form lease provided to the Service Provider has or shall be distributed to and signed by all tenants within two (2) months from the execution of this Agreement:

Weatherization Lease Clause: “The Landlord agrees not to raise the rent of a unit because of the increased value of the unit due solely to weatherization improvements provided by the Weatherization Assistance Program within two (2) years of the completion of weatherization services. Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation, and maintenance costs, and/or amortizing costs

of property improvements other than those funded by the Weatherization Assistance Program.”

- c. The Owner shall not serve a Notice to Quit or otherwise start Summary Process eviction proceedings for a period of two (2) years from the date of the completion of the weatherization work, except for cause and subject to all legal and statutory procedures, tenant protections and requirements.
- d. Upon written notification by either the Service Provider or DEEP to the Owner that a tenant complaint regarding a rent increase or eviction action has been received, the Owner shall immediately provide the Service Provider and DEEP with written verification that the terms of this Agreement have not been violated.
- e. That the Property is not currently in foreclosure or listed for sale and that, to the best of your knowledge, there are no plans to sell the Property or for any government agency, bank, or lender to take ownership within six (6) months after the weatherization work is completed.
- f. In the event the Property is sold, the new owner shall be bound by the terms of this Agreement. The Owner shall incorporate the terms hereof into any contract to sell the Property. The Owner shall notify in writing the Service Provider and DEEP thirty (30) days in advance of a sale of the Property during the twenty-four (24) month period following the signing of this Agreement.

2. Access to Property

- a. The Owner authorizes DEEP, the Service Provider, and any contractors hired by them to enter onto the Property and have access to the building(s) on the Property to conduct or to make arrangements for the following activities to be conducted: inspections of the exterior and interior of structures, energy audits, installation of weatherization measures as authorized, supervision of installation, and post work Quality Control Inspections.
- b. The Owner shall notify the tenants of when DEEP, the Service Provider, or any contractors hired by them will be present and make arrangements so that all units are accessible at the time of the appointment(s).

3. Utility and Fuel Usage Records

- a. The Owner authorizes the Property’s utility and fuel companies to release copies of the Property’s utility bills and energy use records to the Service Provider, DEEP, and DOE. If tenants pay their utility bills directly, the Owner agrees to collect signed authorizations from tenants to share utility bills with the Service Provider, DEEP, and DOE.

- b. These records may include at least twelve (12) months of usage history and will be used solely to develop a plan for the work to be done on the Property and evaluate projected energy savings.
- c. By signing this Agreement, the Owner directs the utility and fuel companies to provide these records upon request.

4. Project Scope and Work Standards

- a. A Project Scope will be developed based on an inspection and energy use analysis conducted in accordance with DOE and WAP requirements.
- b. The Owner will receive and review the proposed Project Scope after the energy audit. Only work listed in the final Project Scope the Owner agrees to will be performed unless both Parties agree in writing to changes.
- c. The Service Provider will install, or arrange for the installation of, weatherization materials and provide necessary labor as outlined in the Project Scope.
- d. Weatherization Assistance funds shall not be used for undue or excessive enhancement to the value of the Property.

5. Service Provider Responsibilities

- a. The Service Provider will schedule an appointment with the Owner at a reasonable time to access the Property. If the Owner needs to reschedule, the Owner agrees to contact the Service Provider at the phone number provided.
- b. The Service Provider agrees to maintain appropriate insurance coverage while working on the Property.
- c. The Service Provider will make reasonable efforts to leave living areas broom clean, acknowledging that normal construction related dust and debris may occur.
- d. The Service Provider has or will give the Owner educational documents including copies of EPA Lead, Renovate Right, A Citizen's Guide to Radon, Mold & Mildew (as needed), Asbestos (as needed), and any other materials as required by DEEP. The Owner shall distribute these educational materials to all tenants.

6. Use of Materials

- a. The Owner understands that cellulose or fiberglass insulation, various types of foam plastic insulation, and different sealants or caulking products may be used during the weatherization of the Property. The Owner and tenants

may request to review a Safety Data Sheet (SDS) at any point in the process, and the SDS will describe the materials used in your home.

- b. All materials provided under WAP are for use solely at the Property. Removal, sale, or misuse of these materials by the Owner or any tenant may result in the Service Provider reclaiming the materials, or the Owner being charged for the cost of materials and installation.
- c. Misuse or removal of WAP materials may also affect the Owner's eligibility for future WAP services, both on the property listed above and on any other properties owned by the Owner.

7. Rights of the State of Connecticut and tenants

- a. The Parties intend that the State of Connecticut and the tenants occupying the units weatherized hereunder are third-party beneficiaries of this Agreement. The Parties assume direct obligations to both the State of Connecticut and said tenants and further intend that the State of Connecticut and said tenants can enforce the terms hereof.

8. Liability and Indemnification

- a. The Parties agree to indemnify and to hold DOE and the State harmless from any liability, loss, cost or damage they may suffer as a result of claims, demands or judgments against them arising out of the obligations of either party hereunder or materials used, including, but not limited to, personal injury or property damage occurring during or after the weatherization project.

9. Cost of Services and Repayment Obligation

- a. As a condition of having assistance provided, the State of Connecticut requires encourages financial participation, when feasible, from the Owner of any multifamily building receiving weatherization services. The funds contributed by the Owner shall be paid by the Owner and received by the Service Provider prior to any work commencing and shall be expended by the Service Provider in accordance with this Agreement.
- b. If the Owner breaches this Agreement in any manner, it shall reimburse the cost of the weatherization improvements to the Service Provider or, if requested, to the State of Connecticut. In the event that the Owner fails to reimburse WAP funds in the case of default of the Agreement, the Service Provider and the State of Connecticut reserve the right to pursue all available legal remedies against the Owner, including putting a lien on the property to

collect the full cost of the weatherization work completed on the unit(s) including the value of materials and services provided.

10. Binding Effect

- a. The terms of this Agreement shall be binding on the Parties hereto, their heirs, executors, administrators, representatives, successors, and assigns.

Owner:

The Owner agrees to the terms of this Weatherization Services Agreement and hereby provides permission to implement the project scope listed above.

Print Name: _____ Date: _____

Signature: _____

Telephone number: _____

Email address: _____

Service Provider:

Service Provider Name: _____

The Service Provider agrees to the terms of this Weatherization Services Agreement.

By _____ Date: _____

Signature, duly authorized

Print Name: _____

Title: _____

Email address: _____

Service Provider Mailing Address: _____

Service Provider Telephone Number: _____