

**Washtenaw County Office of Community and Economic Development (OCED)
110 N. Fourth St. Suite 300 Ann Arbor, MI 48107
(734) 622-9025**

TEST AND TUNE ASSISTANCE PROGRAM LANDLORD AGREEMENT

This Agreement applies to buildings containing rental dwelling units, located in the State of Michigan. This Agreement is made and entered into by and between **Washtenaw County OCED &**

(The Owner) *Print Owner's Name and Owner's Address*

(Name of Applicant/Tenant) (Address of Applicant/Tenant)

WHEREAS, Washtenaw County is a local agency responsible for administering the DTE Test and Tune program in Michigan in accordance with federal and state laws, and rules and regulations governing the programs; and

WHEREAS, the DTE has contracted with WASHTENAW COUNTY to use said funds to make test and tune furnace work and other materials and labor available for benefit of eligible households; and

WHEREAS, many eligible households reside in rental housing in single family buildings containing rental dwelling units which may assisted; and

WHEREAS, the eligible households residing in the dwelling units and buildings receiving test and tune assistance are the intended third party beneficiaries of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

Washtenaw County agrees to provide certain home improvements to the premises of The Owner and occupied by the eligible household(s). Such improvements may include any or all of the measures identified from the home evaluations performed by Washtenaw County.

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

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

The Owner agrees and consents to permit Washtenaw County and its employees to enter upon the premises for the purpose of making the improvements. Washtenaw County is granted the right to inspect the premises and to examine any heating fuel and utility charges and costs with respect to the premises. Representatives of the DTE Energy are also granted the right to inspect the premises assisted by Washtenaw County.

The Owner hereby swears or affirms that the building(s) is not presently being offered for sale and further agrees to give the County thirty days notification of the sale or conversion of the building. At least ten days prior to the sale or conversion the Owner agrees to obtain, in writing, the purchaser's consent to assume the Owner's obligations under this Agreement or, if this consent is not obtained, to pay Washtenaw County the full cost of the assistance provided pro-rated by the number of months left under this Agreement.

The Owner agrees to provide Washtenaw County fuel consumption data for this building if requested. The data will consist of the total electrical and home heating fuel consumption data for the 12 months prior to the test and tune application date and the 12 months immediately following the completion of the final post inspection. This data shall be supplied to Washtenaw County as soon as practicable after it is

received by the Owner. In situations where the tenant is responsible for paying the electric and/or fuel bill, Washtenaw County should request this information from the tenant or utility company.

The Owner agrees that if Washtenaw County determines this unit is eligible for refrigerator replacement, the replacement will be done in accordance with Washtenaw County program standards located in the Technical Weatherization Policy Manual. The refrigerator being replaced must be surrendered without exception.

Indicate in the space provided who is responsible for utilities in the units in this building:

Tenant pays: _____ Heat _____ Electric

Owner pays: _____ Heat _____ Electric

The Owner agrees that the benefits must accrue to the low-income tenant.

Ownership of the replacement refrigerator falls to whomever owns the refrigerator that is being replaced, either the owner/occupant, property owner, or eligible household, as documented below. All refrigerators owned by the landlord that are replaced must remain in the rental unit occupied by the test and tune applicant.

Owner of existing refrigerator in this rental unit: Property Owner/Landlord _____
Eligible Household _____

That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law.

Failure to comply with landlord agreement provisions may result in any future applications for services on any properties owned by listed Owner, to be denied services.

Washtenaw County 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 local requirements or regulations prohibiting the provision of such work, labor, service, or materials.

Washtenaw County shall provide a synopsis of the terms of this Agreement to the households occupying each eligible dwelling unit within 30 days of the date of the work completion date of this Agreement.

Washtenaw County shall provide any occupant of an eligible dwelling unit access to this document in accordance with federal and state laws.

Exhibits A and B shall be signed by both parties and become a part of this Agreement upon signing by both parties. In the event an exhibit cannot be completed at signing, provisions related to those exhibits shall not be considered binding until such times as they are completed, signed by both parties, and attached to this Agreement.

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.

Signature of Owner or Authorized Representative

Date

Owner's Address

Signature of Washtenaw County Representative

Date

The Washtenaw County Representative will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, disability, or political beliefs.

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EXHIBIT A

ELIGIBLE DWELLING UNITS

The documented eligible dwelling units, which are to be assisted by this agreement, are as follows:

Address

Note: The Landlord must provide documentation of home ownership:
A copy of the deed, tax receipt etc will suffice for proof.

Signature of Owner or Authorized Representative

Date

Signature of Washtenaw County Representative

Date

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**EXHIBIT B
WORKSCOPE**

A Washtenaw County list shall be utilized to determine the appropriate measures for all single family rental homes to receive assistance under this agreement.

Measures that may be considered include the following:

Test and Tune Furnaces (An efficiency and safety evaluation)

Standard efficiency (80%) furnace replacements upgraded to 92% efficient furnaces

Programmable thermostat installation

Water Saving measures including,
low flow showerheads
kitchen bath and utility faucet low flow aerators
Water pipe insulation

Energy Star Refrigerator replacements

Note: This listing is advisory and not exhaustive. Not all improvements are able to be provided to every eligible household.

Signature of Owner or Authorized Representative

Date

Signature of Washtenaw County Representative

Date