

Washtenaw County Employment Training & Community Service  
Weatherization Program  
336 Harriet Street  
Ypsilanti, Michigan 48197  
(734) 544-2948



A Michigan Works! &  
Community Action Agency

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 EMPLOYMENT TRAINING AND COMMUNITY SERVICE (ETCS)

\_\_\_\_\_  
(the Owner)

\_\_\_\_\_  
(Premises to be weatherized)

This Agreement shall commence on the \_\_\_/\_\_\_/20\_\_ (the commencement date) and shall terminate on \_\_\_/\_\_\_/20\_\_ (the termination date). The Agreement shall be in effect for no less than two (2) years.

**WHEREAS**, the Michigan Department of Human Services (MDHS) is a state agency responsible for administering the federally funded weatherization program in Michigan in accordance with federal and state laws and the rules and regulations governing the programs; and

**WHEREAS**, MDHS has contracted with Washtenaw County Employment Training & Community Service 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 buildings containing multiple dwelling units which may be weatherized if 66 percent (50 percent of duplexes and four-unit buildings) of the households in the building are eligible weatherization applicants; and

**WHEREAS**, the eligible households residing in the dwelling units and building 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:

1. The Local Weatherization Operator agrees to provide certain weatherization program improvements to the premises of the Owner and occupied by the eligible tenant(s) cited in Exhibit A. Such improvements may include any or all of the measures identified from the energy audit.
2. In consideration for the for eligible dwelling units which are not subject to authorized rent control and rent stabilization, the Owner agrees that the rents for eligible dwelling units as identified in Exhibit A. shall not be increased for the term of this Agreement, unless such rental increase can be fully justified due to significant increases in actual operating costs.
3. The Owner agrees to maintain the weatherization materials installed under this Agreement, in accordance with all relevant codes regarding maintenance.
4. The owner agrees not to evict, terminate, or institute any court action for possession against any eligible dwelling unit tenant for

the 12 months following the commencement date, except for:

- failure to pay rent;
  - violating the terms of the lease other than to surrender possession upon proper notice;
  - causing substantial damage to the premises;
  - permitting a nuisance;
  - carrying on unlawful business.
5. 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 unit(s) identified in Exhibit A.
  6. The Owner agrees and consents to permit the Local Weatherization Operator and its employees to enter upon the premises for the purpose of making the weatherization improvements. The Local Weatherization Operator is granted the rights to inspect the premises and to examine any heating fuel and utility charges and costs with respect to the premises. Representatives of the U.S. Department of Energy and the State of Michigan are also granted the right to inspect the premises weatherized by the Local Weatherization Operator.
  7. In the event that the owner increases the rent charged to an eligible household occupying an eligible dwelling unit, the occupant(s) of the eligible dwelling unit as a third party beneficiaries of the Agreement can assert any direct claims against the Owner in any action or special proceeding in any court of appropriate jurisdiction.
  8. In the event that the owner initiates any eviction, termination, and/or possession action on an eligible household occupying an eligible dwelling unit, the occupants of the eligible dwelling unit as third parties beneficiaries of the Agreement can assert any direct claims against the Owner in any action or special proceeding in any court of appropriate jurisdiction.
  9. That for breach of this Agreement, damages, where not otherwise specified, may be awarded in accordance with applicable law.
  10. The Local Weatherization Operator 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.
  11. The Local Weatherization Operator 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 commencement date of this Agreement. Further, the Local Weatherization operator 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 commencement date of this Agreement.
  12. The Local Weatherization Operator shall provide any occupant of an eligible dwelling unit access to this document in accordance with federal and state laws.
  13. All exhibits 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.
  14. 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.

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Owner or Authorized Representative	Owner's Address	Date
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Typed or printed name

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ETCS Weatherization Representative	Agency Address	Date
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Washtenaw County Employment Training & Community Services Group will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political belief.
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