

**TEXAS WEATHERIZATION ASSISTANCE PROGRAM  
LANDLORD AGREEMENT**

It is agreed by and between \_\_\_\_\_  
(WAP Agency)

And \_\_\_\_\_  
(Landlord/Authorized Agent)

Landlord of the premises located at

\_\_\_\_\_

As follows:

1. The Landlord agrees to cooperate with the Agency by assisting the Agency in gathering all records and documents necessary for the Agency to determine if the tenants residing at the premises are eligible according to the US Department of Energy guidelines for weatherization services. The Agency shall gather and keep confidential the names and incomes of tenants living at the premises.
2. If the Agency, at its sole discretion determines that the premises is eligible for weatherization services, the Agency agrees to weatherize the premises in accordance with applicable codes, laws and regulations. The Agency agrees to forward a summary of the proposed work to the Landlord after the energy audit is completed. In exchange for these services, the Landlord agrees be bound by the terms and conditions of this Agreement for a period of 24 months commencing on the date of completing weatherization work.
3. A lease may be renewed for successive periods during the period of the Agreement. If the tenant's lease ends during the term of the Agreement, the owner is not obligated to renew the lease, as long as the dwelling unit is subsequently rented to an income eligible household for the remaining time period of the Agreement. The Landlord shall not increase the rents during the term of this Agreement unless the increase is demonstrably related to matters other than weatherization work performed. Landlord shall not evict Tenants for the time period of this Agreement, except for just cause and of matters unrelated to the weatherization work performed. A list of units and lease agreements must be attached to this Agreement.
4. Units that become vacant during the term of this Agreement must be rented to income eligible households.
5. The Landlord hereby swears or affirms that the premises is not presently being offered for sale and further agrees to give the Agency thirty days (30) notification of the sale or conversion of the premises. At least ten days (10) prior to the sale or conversion the Landlord agrees to obtain, in writing, the purchaser's consent to assume the Landlord's obligations under this agreement or, if this consent is not obtained, to pay the Agency the full cost of weatherization pro-rated by the number of months left under this agreement. The landlord agrees to this document being filed as evidence of a lien (§53 of the Texas Property Code) against the property in the municipal land records.

6. The Landlord agrees to maintain the weatherization materials installed under this agreement in accordance with all relevant codes.
7. The Agency agrees to begin installation of weatherization materials on or about 20 . From this date through the completion of the weatherization work, the Landlord agrees to give the Agency access during normal business hours to all dwelling units and common areas to be weatherized.
8. The Agency and Landlord agree that the tenants, present and future, are meant as the persons to benefit from the weatherization program and may enforce this Agreement. The tenant shall have the right to inspect this agreement. The Agency agrees to provide a copy of this agreement to each tenant upon request. The Landlord agrees to provide a copy of this n agreement to all future tenants while this agreement is in effect.
9. In the event the Landlord defaults on or materially breaches any term of this agreement, the Landlord shall be liable for liquidated damages, immediately due and payable to the Agency, to be computed as follows: the total cost of the project not borne by the Landlord shall be divided into **twenty-four** equal shares. One share shall be deducted for each full month, which elapses between the date of completion of the work and the date of Landlord's default or breach. The remainder shall be paid as liquidated damages.
10. If any portion of this Agreement is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

\_\_\_\_\_  
Landlord/Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date

**Texas Weatherization Assistance Program  
Landlord Financial Participation Form**

On \_\_\_\_\_ 20\_\_\_\_\_ A representative of

\_\_\_\_\_

(WAP agency)

contacted \_\_\_\_\_

(Landlord or Agent for owner)

Landlord/Agent of a building containing \_\_\_\_\_ dwelling units, located at

\_\_\_\_\_

currently under consideration for weatherization services.

The Texas Weatherization Assistance Program requires the Agency to obtain monetary investment information from the Landlord for the weatherization services that the agency intends to perform to the building. The landlord/agent for this building has indicated that he/she fully understands this policy and has decided to take the following course of action:

*(AGENCY SHALL COMPLETE AS REQUIRED. LANDLORD IS TO INITIAL THE APPROPRIATE LINE)*

\_\_\_\_\_ Landlord will invest \$ \_\_\_\_\_ for the cost of the weatherization work.

This amount represents \_\_\_\_\_ % of the total cost of the work.

\_\_\_\_\_ Landlord is unable to make any financial investment.

\_\_\_\_\_ Landlord refuses to make an investment.

\_\_\_\_\_

Landlord/Agent

\_\_\_\_\_

Date

\_\_\_\_\_

Agency  
Representative

\_\_\_\_\_

Date

**TEXAS WEATHERIZATION ASSISTANCE PROGRAM  
PERMISSION TO CONDUCT AN ENERGY AUDIT**

**TO THE BUILDING LANDLORD:**

Your building is being considered to receive services under the Weatherization Assistance Program (W AP). The W AP is funded by the United States Department of Energy (DOE) and administered in Texas by the Texas Department of Housing and Community Affairs (TDHCA). The W AP operates under the rules and regulations of both US DOE and TDHCA, which have certain requirements of which you, as a building landlord, should be aware. At the bottom of this page is a form granting your permission for the local agency to enter your building to perform an energy audit and collect eligibility documentation from your tenants.

Before the work begins on your building, you will be required to sign a Building Landlord Agreement, a copy of which is attached for your review. W AP may require a financial commitment from the building's landlord(s) for each building containing rental units. These funds provided by landlords are used to supplement the weatherization activity. Exceptions to this requirement can be made when the landlord is an eligible applicant or where hardship of the landlord can be proven. This investment can take several forms and is dependent on the results of the energy audit. When the audit is completed, the local weatherization agency will contact you to discuss your building's energy conservation potential, and your financial commitment to the project and the Landlord Agreement.

After weatherization services have been provided, the local agency is required to conduct air quality control inspection to ensure that work was completed in accordance with the standards set forth by the W AP. It is your responsibility to assist the local agency staff in gaining entrance to your property .

**PERMISSION TO ENTER PREMISES**

I, \_\_\_\_\_ as landlord/authorized agent for the building located at \_\_\_\_\_ have read and understand the above and hereby grant permission for representatives of \_\_\_\_\_ to enter these premises for the purposes of conducting an energy audit and collecting eligibility documentation from the residents.

\_\_\_\_\_  
Landlord/Agent's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**Greater East Texas Community Action Program**

**Weatherization Assistance Program**

**Landlord Contact Sheet**

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**Name:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

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

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_