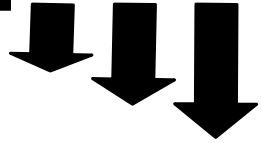




INTERIOR WEATHERIZATION, INC.



LANDLORD-TENANT AGREEMENT
ALASKA WEATHERIZATION ASSISTANCE PROGRAM
PERMISSION TO ENTER PREMISES/ RENTAL AGREEMENT

[Landlord completes this page.]

(Printed name)

I, _____ certify that I am the owner/authorized agent, herein referred to as "owner", for the property located at:

_____ street _____ city _____ state _____ zip

Grantees that own multi-family units may complete one copy of the landlord-tenant agreement and attach a list of all units to be served under the agreement. The list should identify the units by location address and unit ID.

The property is presently rented to the following:

Primary tenant _____ for \$ _____ rent per ___ month ___ year

Number of rental dwelling units in this building _____

Owner/Agent authorizes Interior Weatherization, Inc., as provider of weatherization services, to enter premises in order to conduct energy related building inspections and assessments, repairs and improvements. Any materials installed under this agreement shall remain with the rental unit after a tenant leaves.

For all units in a dwelling of five or more units, the dollar amount of materials and labor provided by the Grantee shall not exceed \$3,000 per dwelling unit, unless the owner is willing to contribute cash or in-kind services. For any owner contribution, the Grantee will provide up to \$3,000 in materials and labor, and then match dollar-for-dollar any owner contribution up to an amount estimated by the Weatherization assessor, not to exceed \$6,000 of Weatherization funding per dwelling unit.

For rental buildings of four units or less, the dollar amount of materials and labor provided by the Grantee shall not exceed \$4,000 per dwelling unit, unless the owner is willing to contribute cash or in-kind services. For any owner contribution, the Grantee will provide up to \$4,000 in materials and labor, and then match dollar-for-dollar any owner contribution up to an amount estimated by the Weatherization assessor, not to exceed \$8,000 of Weatherization funding per dwelling unit.

A description defining the scope of work to be accomplished on this building will be attached to this agreement following the weatherization assessment, should the owner choose to participate financially or with in-kind services.

Owner will be asked to contribute. Please indicate the option you think best suits your needs

- a. () No owner contribution toward weatherization improvements. Weatherization provider will provide up to \$3,000 / \$4,000 in materials & labor per unit, depending on number of units. (see above)
- b. () Cash contribution toward weatherization services. (In addition to (a.) above, Weatherization Provider will match owner contributions dollar for dollar, to an amount to be determined by the weatherization assessor. At the discretion of the Weatherization Provider, this contribution may be paid directly to a contractor designated by the Weatherization Provider)
- c. () In-kind contribution (to be completed prior to weatherization improvements wherever possible). Legitimate expenses can qualify for the match defined in (b) above.
- d. () Waiver of owner contribution based on verification by the weatherization provider that the *owner's gross household income* does not exceed the income guidelines by more than 20%.

Only eligible weatherization measures as defined by the Alaska Weatherization Assistance Program shall be applied to any building, if the funds used to perform those measures are funds provided by the Alaska Housing Finance Corporation (AHFC), and/or the Department of Energy (DOE). No undue enhancement shall occur to the value of the dwelling units as a result of weatherization work performed. Undue enhancement is defined as any enhancement to a building that increases the value of the property, and does not provide energy conservation or health and safety benefits to the tenant.

Commencing on the date of completion sign-off and continuing for a period of eighteen (18) months, owner agrees not to increase rents on units weatherized. If a lease in effect expires prior to the end of the eighteen month period, a new lease may be signed, but rents will remain at the previous level until the expiration of the

eighteen month period, unless demonstrably related to matters other than weatherization work. (10 CFR 440.22(b)(3)(ii)) Demonstrably related to matters other than weatherization work performed is defined as an increase in excess of 25% per year in (1) the Fair Market Value of rental units, (2) an increase in property taxes or (3) an increases in the rate of utilities paid by owner. Any increases should be split equally between all units in the building.

**LANDLORD-TENANT AGREEMENT
ALASKA WEATHERIZATION ASSISTANCE PROGRAM
PERMISSION TO ENTER PREMISES/ RENTAL AGREEMENT**

Owner also agrees not to terminate or evict any covered tenants or any subsequent tenants, commencing on the date of the completion sign off, and continuing for a period of eighteen (18) months. This provision is in effect *provided* the tenant complies with all obligations owed to the owner in accordance with any leases or rental agreements between the owner and tenants.

This agreement applies to present tenants and any subsequent tenants for the eighteen month period.

In addition to the provisions outlined above, all provisions of the Alaska Uniform Landlord and Tenant Act (AS 34.03.010-380) apply to the owner and tenants who are parties to this agreement.

If a tenant feels they have had rents increased contrary to the provisions of this agreement, or feel they have received an eviction notice without cause, they may contact Alaska Legal Services or the Weatherization Service Provider.

This agreement shall run with the land and/or weatherized unit in the case of sale or transfer to other owner/agents. The owner is responsible to give official notice of this agreement to any subsequent owners.

Either party to this agreement may bring an action for specific performance of its terms. Tenants residing in dwelling units covered by this agreement are intended third party beneficiaries of any of the provisions of the agreement related to rental increases, evictions and terminations of tenancies.

I certify that the above referenced residence has not been reported "complete for Weatherization assistance after April 14, 2008", and that " the residence has not received the AHFC Home Energy Rebate after May 1, 2008."

Owner/Authorized Agent

I have read and agree to the terms of this agreement.

Signature of Owner/Authorized Agent *	Date _____	F.N.S.B. Parcel Number **
Address _____		Phone _____
City, State, Zip _____		Fax _____

*Agents: Include a copy of your agent agreement with the owner along with proof of ownership.

**If property is located outside the FNSB – you must include Proof of Ownership.

Owner/Authorized Agents also need to read and return the attached Lead-Based Paint Policy.

Weatherization Service Provider

I have read and agree to the terms of this agreement.

Signature of Weatherization Service Provider Authorized Agent	Date _____
Agency Address City, State, Zip	Interior Weatherization, Inc. 713 15th Ave Fairbanks, AK 99701
	Phone (907)452-5323 Fax (907)452-1433

Renter Certification

I, _____, certify that I am currently renting a dwelling unit located

at _____
include apartment/unit number City State Zip

I have read and understand the terms of this agreement.

Signature of Renter _____ Date _____