

**Department of Community  
Affairs Florida Weatherization  
Assistance Programs**

**LANDLORD AGREEMENT**

It is agreed by and between **Centro Campesino, Inc.** and \_\_\_\_\_ (owner), the owner/ Authorized Agent of the premises is located \_\_\_\_\_ as follows:

The Weatherization Agency has determined that the Tenant's residence is eligible for the weatherization improvements under 10 CFR PART 440.22.

A residence is considered "complete" upon completion of the final inspection of the weather work by the Weatherization Agency and acceptance by the Agency of the work performed.

The parties to this Landlord Agreement, for good and valuable consideration, agree that the weatherization improvements are subject to the following conditions:

1. The Owner agrees to cooperate with the Agency by assisting the Agency in gathering all records and documents necessary for the Agency to determine if the person residing at the premises is eligible for weatherization services. The Agency shall gather and keep confidential the names and incomes of persons living at the premises within applicable laws and rules governing the program.
2. If the Agency in its sole discretion, determines that the premises are eligible for weatherization services, the Agency agrees to weatherize the premises in accordance with applicable codes, laws, and regulations. The Agency agrees to make available a summary of the scope of work, to the Owner after the Pre-inspection and work determination is completed. In exchange for these services, the Owner agrees to be bound by the terms and conditions of this agreement for a period of one year, commencing on the date that the weatherization repairs are completed.
3. The Owner and his or her heirs or assigns agree not to evict the tenant(s) during the period of this agreement, except for cause. The Owner also agrees not to increase the rents of the premises during the period of this agreement except to recover costs demonstrably related to matters other than the weatherization work. Where this is the case, the owner agrees to recover only a pro-rata share of the cost from the tenant. A list of units and rents must be attached to this agreement.
4. The owner agrees to rent vacant dwelling units identified in this agreement, during the term of this agreement, to households eligible to receive weatherization services. The dwelling units must be rented to eligible households within 180 days of completion of the weatherization work. Dwelling units that become vacant during the term of this agreement must be rented to eligible households within 90 days.
5. The owner hereby swears or affirms that the premises are not presently being offered for sale and further agrees to give the agency (30) days' notification of the sale or conversion of the premises. At least (10) 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 the agency the full cost of the weatherization prorated by the number of months left under this agreement.
6. The Owner agrees to make the repairs or improvements (if any) specified in the owner's work agreement attached to this agreement. The Agency need not commence its work until this work is done to the Agency's satisfaction. If the Owner fails to complete, or cause to be completed, the work to the Agency's satisfaction, the agency may complete the work or cause to be completed and charge the landlord accordingly including charges for support services and reasonable attorney fees.
7. The Owner agrees to maintain the weatherization materials installed under this agreement in accordance with all relevant codes.

8. The agency agrees to begin the installation of weatherization materials on or about \_\_\_\_\_, 20\_\_\_\_\_. From this date through the completion of the weatherization work, the Owner agrees to give the Agency access during normal business hours to all dwelling units and common areas to be weatherized.

9. The Agency and Owner agree that the tenants, present and future, are meant as the persons to benefit from the weatherization program and may enforce this agreement. The Agency shall provide a copy of this agreement to each tenant. The Agency agrees to provide a copy of this agreement to each tenant upon request. The owner agrees to provide a copy of this agreement to all future tenants while the agreement is in effect.

10. The agency agrees to give the Owner written notice of any non-compliance under this agreement and the grounds for the notice. If within (7) days of receipt of the notice, the Owner fails to take responsible steps to cure the noncompliance, the Owner will be considered in default of the agreement.

11. Upon default by the Owner of this agreement, the Owner agrees to pay to the Agency the full cost incurred by the Agency related to the tenant pr unit which is not in compliance under this agreement, including materials, labor, support, and administrative costs. In the event that the agency has not begun to weatherize the premises at the time of default, the Owner will be required to pay the Agency for any custom-ordered materials and an amount equal to 10 percent (10%) of the projected weatherization costs.

12. If the tenant is leasing a low-income federally subsidized residence, then this agreement shall supersede any and all rental contract agreements between the Owner and other state and/or federal agency.

13. The State Department of Community Affairs requires a commitment that owners of buildings with five or more units or any combination of buildings that total to five units or more, to pay 10% of the total cost of the weatherization work performed. The Owner's commitment may be waived or reduced if they can document that they cannot afford to participate.

The following property is to receive weatherization work under this agreement. **Specify address and apartment numbers, where applicable, for all units to be weatherized.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Landlord/Owner signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

Title: Operations Manager \_\_\_\_\_