



ENERGY SERVICE AGREEMENT FOR RENTAL PROPERTY OWNER

Single-Family/Mobile Home Dwelling Information				
Tenant Name		Dwelling Address		
City		Zip Code	Type Single <input type="checkbox"/> Mobile <input type="checkbox"/>	
Multi-Family Dwelling/Complex Information				
Number of Eligible Buildings in Complex:		Use additional pages, if necessary.		
Building #1				
Complex/Building Name (if applicable)		Building Address		
City	ZIP Code	# of Units in Building	# of Units to be Weatherized	# of Vacant & Unqualified Units
List Qualified Units		List Vacant and Unqualified Units		
Building #2				
Complex/Building Name (if applicable)		Building Address		
City	ZIP Code	# of Units in Building	# of Units to be Weatherized	# of Vacant & Unqualified Units
List Qualified Units		List Vacant and Unqualified Units		
Building #3				
Complex/Building Name (if applicable)		Building Address		
City	ZIP Code	# of Units in Building	# of Units to be Weatherized	# of Vacant & Unqualified Units
List Qualified Units		List Vacant and Unqualified Units		
Owner and Owner's Agent Information				
Owner (Print or type name)		Address		
Apt./Unit No.	City	ZIP Code	Owner Telephone Number	
Owner Email Address			Owner FAX Number	
<i>If the Owner uses an agent for the above-referenced property, complete <u>both</u> Owner and Agent information.</i>				
Agent (Print or type name)		Address		
Apt./Unit No.	City	ZIP Code	Agent Telephone Number	
Agent Email Address			Agent FAX Number	



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Owner or Owner's Agent Acceptance of Terms for CSD Weatherization Services (to be completed by the Owner or Owner's Agent)

I agree to accept all of the following TERMS required for my rental property to receive services from the Department of Community Services and Development (CSD) weatherization program(s):

1. I certify that I am the Owner (or Owner's Agent) of the above-listed rental property.
2. I grant the Contractor/Agency permission to enter my property to perform assessments, conduct diagnostics, take photos only of weatherization work to be performed or deferred (as it relates to individual or whole house services), install feasible weatherization measures and perform inspections in accordance with CSD weatherization program policies and standards to the above-listed rental property.
3. I acknowledge that an assessment of my property is necessary to determine the work that can be performed and that the work that is available may be limited due to the needs and condition of my property. Identified work may not be provided if it does not meet all program requirements and specifications and may lead to full or partial deferral of work. My refusal of certain work may prevent the installation of other identified work in accordance to program requirements.
4. I shall not remove any energy conservation measures unless they are damaged or no longer functional in the rental property from where they were installed. If the replaced item (i.e. refrigerator or other appliance) was the personal property of my tenant, the tenant shall retain the replacement energy conservation measure installed by the CSD weatherization program(s).
5. Mobile home units only: I acknowledge that my property may not receive services that require a permit if the registration is not up-to-date.
6. I hereby release and pledge to hold harmless the Contractor/Agency listed below, and its staff, from any liability in connection with any work identified on a summarized list except as a consequence of gross negligence or willful and wanton misconduct.
7. I authorize the Contractor/Agency to access my complex's utility company master-metered records to obtain only energy usage data for a period of one year before and two years after weatherization measures are installed.
8. I grant the Contractor/Agency, local, State and/or Federal inspectors permission to enter the dwelling after reasonable notice to perform inspections to verify the existence and quality of work performed by the Contractor/Agency and compliance with local, State, and/or Federal building codes and programmatic guidelines and acknowledge that a permit may be required for specific weatherization work. I understand that I may be held financially responsible for the weatherization work if I refuse to allow access for inspection and permitting purposes.
9. I certify that I, as the Owner or Owner's Agent, shall ensure that gas or electric service, or both, that is provided by a master-meter to tenants shall be charged at the utilities' costs in accordance with California Public Utilities Commission Code Section 739.5 or other applicable government regulations.
10. I certify that I, as the Owner or Owner's Agent, shall not raise the rent of any weatherized unit for a period of two years from the date of weatherization because of the increased value of the unit due solely to weatherization measures provided (allowable factors for rent increase include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Contractor/Agency, or actual increases in expenses of maintaining and operating this property).
11. I acknowledge and agree that this property is not for sale at the time of qualifying for the program and will not be offered for sale or otherwise distributed for at least sixty days following the completion of weatherization services.
12. I certify that I shall provide a copy of this Agreement explaining its terms to all tenants and subsequent tenants residing in the unit within the two year period. Complaint Process: In the event the provisions of this Agreement related to increased rent or the landlord's failure to decrease utility costs for master metered units are not met, tenants may contact the Contractor/Agency to submit a verbal or written complaint, which will be investigated. Contractor/Agency contact information is located on this Agreement under the section entitled, "Contractor/Agency Assurance."

Additional Certification for Unoccupied Multi-Unit Dwellings ONLY:

13. I agree that "rent" is defined as the tenant's monthly payment to the Owner (non-subsidized housing) or the contract rent (subsidized housing).
14. I shall submit to the Contractor/Agency a schedule of rents prior to commencement of work.
15. Federal, State or Local Government Rehabilitation Projects only: I certify that if a vacant unit is counted as being an eligible household for purposes of meeting the minimum threshold for whole building weatherization (66% rule), then the unit will become occupied by an eligible family within 180 days after the completion of weatherization (CFR 440.22(b)(2)(ii)).



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I CERTIFY THAT I am the Owner or Owner's Agent of the Dwelling or Complex listed above, and that all given statements are true and correct to the best of my knowledge. I have read and understand these TERMS and RELEASE, and agree to be bound by all of its terms and conditions in order for my property to receive weatherization services under the CSD weatherization program(s).

Owner's (or Owner's Agent's) Signature	Date
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Contractor/Agency Assurance

Contractor/Agency (Print or type name) SAN JOAQUIN COUNTY, DEPT OF AGING AND COMMUNITY SERVICES, WEATHERIZATION PROGRAM		Address DEPT OF AGING AND COMMUNITY SVCS, PO BOX 201056	
CSLB Number (if applicable)	City STOCKTON	ZIP Code 95297-0106	Contractor/Agency Telephone Number 209-468-0439
Contractor/Agency Email Address WEATHERIZATION@sjgov.org		Contractor/Agency FAX Number 209-932-2673	

The Contractor/Agency agrees to the following:

1. Shall be responsible for the feasible cost of weatherization measures performed other than cash contribution from the Owner or Owner Agent, if applicable, and any subsequent non-compliance.
2. Shall ensure that the Contractor/Agency is properly insured.
3. Shall ensure that work is conducted in a professional manner and meets program and building code standards.
4. Shall not make any significant structural changes to the dwelling without requesting written permission specifically describing the change from the dwelling owner.
5. Shall provide in writing a list of all weatherization measures installed in the rental unit.
6. Shall assure that the owner, or owner's agent, and tenant data shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

Contractor/Agency Program Manager's Signature	Contractor/Agency Program Manager's Name (Print name)	Date
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Required Documentation:					
Rent schedule received from Property Owner, if applicable?	<input type="checkbox"/> Y	<input type="checkbox"/> N	If applicable, CSD 75 completed?	<input type="checkbox"/> Y	<input type="checkbox"/> N