LANDLORD PERMISSION FORM

To be completed by the* OWNER *of the home* IF *the home is a rental

I, _____(*property owner*) do hereby declare that I am the legal owner of the dwelling located at _____(*address*) in _____ ___(*city*), Kansas, and that this dwelling is occupied by_____ (*tenant name*). I understand that my ownership of this property will be verified through a review of public records within the county Register of Deeds office.

I grant the Kansas Weatherization Assistance Program (KWAP) permission to weatherize the dwelling at the aforementioned address and to do whatever reasonable repairs are deemed necessary within guidelines set forth by the U.S. Department of Energy. I further declare that I shall forever save and hold the KWAP, its agents, servants, and employees harmless from all claims, dividends, costs, and liabilities arising from damage or injury, actual or claimed, of whatever kind or character, to persons or property, occurring or claimed in, on or about the premises arising out of the service provided and shall defend the KWAP in any action or proceeding brought about.

I understand that the KWAP is entitled to all salvageable materials that are replaced with new weatherization materials.

Rental Properties:

In return for weatherization of the aforementioned- residence, I, as owner, agree to and understand the following:

1. I understand that the KWAP will assess the heating system. If found unsafe or inefficient, KWAP will try to replace the unit at no cost. I understand I will be contacted if a contribution is necessary before work proceeds.

2. I will not raise the rent on this property because of any improvements made by the KWAP for a period of one (1) year following completion of the weatherization work. I have the right to increase the rent an appropriate sum if I do additional repairs at my own expense unrelated to Weatherization work. Furthermore, I do not intend to sell the property for a period of one (1) year. Should I sell the property within 1 year, I will ensure the new owner agrees to the restrictions/requirements of this agreement. I also will not evict the tenant because of any improvements made by the KWAP. I retain the right to evict the tenant on matters demonstrably not Weatherization related. Landlords and tenants are encouraged to try to resolve disputes themselves. Landlord/tenant education and mediation services are available to assist in settling landlord- tenant disagreements arising from weatherization activities, if necessary, by contacting Kansas Housing Resources Corporation's Compliance-Tenant Relations Specialist at 1-800-752-4422.

3. I will be required to allow the weatherization work to be continued if the client moves from the dwelling before the work scope has been completed. Access to the unit will be made available as needed to all weatherization staff, inspectors, contractors, and crews to allow for completion of the work. Work planned or not yet started may be terminated if the tenant moves or the house is sold.

4. The KWAP may notify the appropriate utility company in addition to the tenant and myself if it discovers any physical condition which is believed to pose a threat to the safety of the tenant.

5. The benefits of the KWAP are to accrue primarily to the low-income tenants residing in the unit. No undue or excessive enhancements will occur to increase the value of the unit.

6. I hereby GRANT A WAIVER OF LIABILITY to the KWAP and its agents, from any and all claims against the Weatherization Program arising from its presence on said property.

Check and initial **one** of the following:

☐ I **GIVE PERMISSION** for holes, approximately 2" wide, to be drilled in any or all walls, floors, or ceilings for the installation of insulation materials, and understand that it will be my responsibility to apply the desired finish to the plugs used to seal the holes.

☐ I **DO NOT GIVE PERMISSION** for holes, approximately 2" wide, to be drilled in any walls, floors, or ceilings for the installation of insulation materials, and understand that, as a result, insulation will not be provided.

_____	_____
Owner Signature Date	Tenant Signature Date
_____	_____
Owner Address	Tenant Address
_____	_____
City State Zip	City State Zip
_____	_____
Phone Number	Phone Number