

DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA HOUSING DIVISION
 WEATHERIZATION ASSISTANCE PROGRAM
 DOE/FEAC/LIHEAP

WEATHERIZATION SERVICE AGREEMENT FORM

_____, the Subgrantee, wishes to provide weatherization services to your tenant's home(s) located at the address(es) listed below:

LAST NAME	FIRST NAME	ADDRESS	CITY	ZIP

In order to provide weatherization assistance, we need you to agree to the following conditions:

- a. Give the Subgrantee and Contractor permission to enter and provide services to the address(es) listed above. We will schedule the work at the tenant's convenience.
- b. For one year, you will not raise the rent of the subject unit(s) because our repairs have increased the value of your property. This agreement does not interfere with your right to raise the rent for normal rent adjustments.
- c. You will not evict tenant(s) to void your agreement to (b). This agreement does not interfere with your right to evict tenant(s) for normal reasons.
- d. The above mentioned property is neither for sale, in foreclosure, nor anticipated to be sold in order to void your agreement to (b) and (c) above.
- e. The above mentioned property has not been designated for acquisition or clearance by a federal, state or local program within twelve (12) months from the date the weatherization work is scheduled to be completed.
- f. In the event you fail to comply with items (b), (c), and (d) above, you will be financially responsible for reimbursing the Subgrantee for the materials and labor invested at the above address(es).
- g. This form must be signed and returned to the above-referenced Subgrantee in the timeframe they require or within two (2) weeks from the date the Subgrantee mailed the form to the Owner(s).
- h. Owners of rental properties, **excluding single family and mobile homes**, receiving services through the Weatherization Assistance Program (WAP) must contribute a minimum of 50% toward any capital improvements made to their properties related to repairs or replacement of the following: heating or cooling systems, water heaters, insulation (roof, attic, sidewall, floor, duct) and window replacement. (Owner contribution for repair items, **not replacement items**, is only required if the total repair cost to the capital improvement item(s) is \$2,000 or more.) This contribution will be paid directly to the WAP Contractor. A detailed Contractor estimate will be provided to the Owners by the Contractor who will perform the work. This Owner contribution will be contracted and agreed upon directly with the Contractor prior to any work commencing.

By signing below, you agree to comply with all of the conditions stated above.

Signature of Owner: _____ / /

- i. **If Owner elects not to pay the 50% contribution for the capital improvements only eligible repair work below \$2,000 will be done on capital improvement items without replacement of any item and only non-capital measures installed. NOT APPLICABLE TO SINGLE FAMILY AND MOBILE HOME RENTALS.**

By signing below, you elect not to pay the required amount and only have eligible repair work below \$2,000 completed on any capital improvement items and non-capital measures installed. No capital improvement items will be replaced.

Signature of Owner: _____ / /

Signature of WAP Contractor: _____ / /

Signature of Subgrantee's Representative: _____ / /

NOTE: Per NRS 118A.290, "The landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition."



Deferral Standards

Deferral may be necessary if Health and Safety issues cannot be adequately addressed. The decision to defer work in a dwelling is difficult, but necessary in some cases. This does not mean that assistance will never be available, but that work must be postponed until the problems can be resolved and/or alternative sources of help are found. In the judgment of the auditor, any existing conditions that may endanger the health and/or safety of the workers or occupants may cause weatherization to be deferred. Deferral may also be necessary where occupants are uncooperative, abusive, or threatening. Subgrantee staff and contractors, are expected to pursue reasonable options, including referrals and to use good judgment in dealing with difficult situations.

Subgrantees use NV WAP's Deferral Form for such situations. The form must be filled out completely and contain a clear description of the problem, conditions under which weatherization could continue, the responsibilities of all parties involved, and the client's signature indicating that they understand and have been informed of their rights and options. Deferral conditions may include:

1. The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
2. The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that the conditions cannot be resolved within these guidelines and at reasonable costs, i.e. repairs are beyond incidental.
3. The house has sewage or other sanitary problems including pet/animal excrement that can't be corrected through weatherization and would further endanger the client and weatherization installers if weatherization work were performed.
4. The house has been condemned or electrical, plumbing, or other equipment has been "red tagged" by local or state building officials or utility companies and weatherization funds are not sufficient or corrective measures are not allowable costs.
5. Moisture or potential moisture problems, as discussed above, that cannot be resolved under existing health and safety guidelines and with minor repairs.
6. Dangerous conditions in the home due to high carbon monoxide levels in combustion appliances or their venting which cannot be resolved under existing health and safety guidance. Subgrantees should take immediate action to ensure the appliance is not used, including instructing the client to contact a combustion appliance repair/replacement specialist.
7. The client is uncooperative, abusive, or threatening to WAP Staff or contractors.
8. The extent and condition of lead-based paint or any other identified hazardous condition in the house that could potentially create further health and safety hazards.
9. Pest infestation that cannot be reasonably removed or poses health concerns for workers.
10. In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the work crew or subcontractor
11. Homes with conditions that have the potential to create a health concern requiring more than incidental repair should be deferred.



3695 Desatoya Drive Carson City, NV 89701

NVRural.org • info@nvrural.org

Phone: (775) 887-1795 • Fax: (775) 887-1798 • TTY: (800) 545-1833 ext. 545

This institution is an equal opportunity provider and employer.





Animal Restriction and Health Hazard Compliance Agreement

Resident Name: _____

Address: _____

During the time that weatherization crews are at work on your property, we request that all animals be restrained and all debris from the animals be cleaned up, as well as any direct health related issues corrected to prevent any injury and/or health hazards to workers. This will also eliminate any unnecessary damage or confusion that may arise because of unrestrained animals leaving the property while the weatherization work is being completed.

This agreement releases the Nevada Housing Division, and its sub-grantees and any sub-contractors or workers from any liability. Please note that in the event you, the occupant, do not comply with this agreement, the Nevada Housing Division, and any of its agents may exercise the right to walk-away and withdraw your application from the project.

Thank you,
The Weatherization Program

Resident Signature _____

Date _____



Code Compliance Issues

Correcting existing code violations in a dwelling is not allowed unless the code corrective action is required because of the installation of a weatherization measure. State and local (or authority having jurisdiction) codes must be followed when installing weatherization measures.

Condemned properties and properties where “red tagged” health and safety conditions cannot be corrected under these health and safety standards should be deferred. Code corrections that are required because of weatherization but are not a direct component of a weatherization measure are to be charged as H&S expenses.

My signature below indicates I understand and have received a copy of the Deferral Standards & Compliance Code Issues as an applicant for the state Weatherization Assistance Program.

Signature

Date



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CERTIFICATION OF ZERO INCOME

(Form to be completed only by any household member 18 years and older)

Applicant Name: _____

Household Member Name with NO income: _____

Property Address: _____

Definition of Income: Income includes money, wages and salaries before any deductions; net receipts from non-farm or farm self-employment (receipts from a person’s own business or from an owned or rented farm after deductions for business expenses). Income also includes regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, worker’s compensation, veteran’s payments, training stipends, alimony, and military family allotments; private pensions, government employee pensions (including military retirement pay), and regular insurance or annuity payments; dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

The reason that I have no income is as follows:

Living Expenses:

Food: \$ _____

Shelter: \$ _____

Utilities: \$ _____

The above expenses are being paid by: Name _____

Address _____

Phone _____

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud.

Signature of Household Member Printed Name of Household Member Date

State of _____

County of _____

On _____ before me _____, personally appeared _____, who did say that they are named in the foregoing instrument and acknowledged that they executed the same.

Notary Public

**DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA HOUSING DIVISION
WEATHERIZATION ASSISTANCE PROGRAM**

Race and Ethnic Data Reporting Form

This form is for reporting purposes only
There is no penalty for persons who do not complete the form.

Applicant Name: _____

Home Address: _____

Instructions: Enter the names of each household member in the top row. (If there are more than six persons in the household, please use a second form to include all household members.) Complete the Ethnic Categories by checking either box 1 or 2 for each household member. Complete the Racial Categories by checking any of the applicable boxes in 1 through 5 for each household member. Check "Yes" or "No" to the last two questions. Sign and date the form.

Household Members Name(s) (Including Head of Household)						
Ethnic Categories – Check only one						
1) Hispanic or Latino						
2) Not-Hispanic or Latino						
Racial Categories – Check all that apply						
1) American Indian or Alaska Native						
2) Asian						
3) Black or African American						
4) Native Hawaiian or Other Pacific Islander						
5) White						

Is Head of Household a women **Yes ___ or No ___**

Is Head of Household disabled **Yes ___ or No ___**

Signature of Applicant: _____

Date: _____

DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA HOUSING DIVISION
WEATHERIZATION ASSISTANCE PROGRAM
NOTICE OF RIGHTS AND OBLIGATIONS

IN APPLYING FOR AND RECEIVING WEATHERIZATION ASSISTANCE, I UNDERSTAND AND AGREE TO THE FOLLOWING:

1. A complete application packet must be on file with the local agency and deemed eligible for assistance to be provided.
2. I authorize the examination of all employment/income, utility/fuel and other records pertinent to my application for weatherization assistance.
3. No disclosure of any information obtained by a representative of the Weatherization Assistance Program will be made directly or indirectly. Such information will be utilized only in the furtherance of the Weatherization Assistance Program.
4. The weatherization work to be performed is being paid for with federal and state funds and at no cost to me.
5. As the owner/authorized agent, I authorize access to my residence as necessary to perform needed weatherization activities including the final inspection. If I do not allow access to the property for the final inspection, I am aware I will be financially responsible for reimbursing the State for all materials and labor.
6. I agree to report any changes in household size, income or other information relevant to receiving weatherization assistance that occur after my application is filed and prior to the receipt of such assistance.
7. If I have been declared eligible but have not received weatherization assistance within 12 months of the original application, I will be asked to resubmit current income and other household information.
8. No person will be denied weatherization assistance or be discriminated against because of race, color, national origin, age, sex, handicap, political beliefs or religion. If I believe I have been discriminated against, I understand I may call or write the local agency administering the Weatherization Assistance Program. If the issue cannot be resolved at the local level, I understand I may write Nevada Housing Division, Weatherization Program, 1830 College Parkway, Suite 200, Carson City, Nevada 89706.
9. Workmanship on all materials installed is warranted for 90 days from the date that weatherization work was certified being completed on the Building Weatherization Report.
10. Should I have any complaints or questions regarding the action taken relative to my application or the work performed on my residence, I understand I must try to resolve with the local agency I originally applied with. The complaint must be received by the local agency responsible within 30 days from the date of the incidence or date of completion.
11. If I am unable to resolve any issues at the local agency level, I understand I have the right to request a review by the Nevada Housing Division (NHD) by submitting a Client Grievance Form obtained from NHD and must be filed within 60 days from the date of the local agency's response on my complaint.
12. The residence is not eligible for weatherization assistance if the property is currently on the market for sale.
13. In the event the property is listed or sold within 1 year of weatherization, I am aware I may be financially responsible for reimbursing the State for materials and labor.
14. After completion of weatherization on my residence, I am aware the residence is no longer eligible for additional weatherization assistance for the period specified by the regulations governing the Weatherization Assistance Program.
15. If the property in which I reside is subject to a Home Owners Association, I am responsible to provide written approval from the Association representative to the local agency prior to commencement of work for any measures that require the Home Owners Association approval.
16. I will receive a Scope of Work for any weatherization work planned for my home and must approve by signing. I am aware that the work performed may change as deemed necessary depending on unforeseen conditions observed on site.

MY SIGNATURE BELOW INDICATES I UNDERSTAND AND HAVE RECEIVED A COPY OF THE RIGHTS AND OBLIGATIONS AS AN APPLICANT FOR THE STATE WEATHERIZATION ASSISTANCE PROGRAM.

Signature

Date

DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA HOUSING DIVISION
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APPLICATION

A. APPLICANT INFORMATION

PLEASE PRINT CLEARLY OR TYPE:

NAME: _____ HOME PHONE: _____ WORK PHONE: _____
(Last, First, MI)

HOME ADDRESS: _____ COUNTY: _____
(Number and Street) (Apt No) (City) (Zip)

Mailing Address: (If different from home address) _____

TYPE OF DWELLING Single Family Mobile Home 2-4 Family 5+Family
IS HOME Rented Owned (Does not apply to mobile home space rental.)

LANDLORD : _____
(Name) (Address) (City, Zip) (Phone No.)

B. HOUSEHOLD INFORMATION

<u>NAMES OF ALL HOUSEHOLD MEMBERS</u> (ATTACH ADDITIONAL PAGES IF NECESSARY)			Date of Birth Month/day/year	Social Security Number	U.S. Citizen or Eligible *Non- citizen		Disabled		Native American	
LAST	FIRST	MI			Yes	No	Yes	No	Yes	No

*List the names of all non-citizen household members authorized as legal residents of the United States and provide copies of the front and back of their I-688 (Temporary Resident Card) or I-550 (Resident Alien Card) with this application.

- Has this home ever received weatherization services before? If Yes, when? _____ Yes No
- Does the dwelling unit have a Home Owners Association? Yes No
- Are you a recipient of Section 8 Housing or any other HUD Housing Programs? Yes No

C. INCOME

Definition of Income: Income includes money, wages and salaries **before** any deductions; net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses). Income also includes regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, worker's compensation, veteran's payments, training stipends, alimony, military family allotments; private pensions, government employee pensions (including military retirement pay), regular insurance or annuity payments; dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

- Are you currently receiving Energy Assistance (LIHEA or Energy Assistance) Yes No
Did any household member work during the last 30 days? Yes No
Does anyone in your household receive SUPPLEMENTAL SECURITY INCOME (SSI) or TANF? Yes No

Annual household income: \$ _____

Acknowledgement of Applicant:

I hereby authorize any investigation concerning me and other household members which is necessary to determine eligibility for benefits received or to be received under programs administered by the Nevada Housing Division. I hereby authorize and consent to the release of any and all information confidential by law or otherwise privileged under NRS 49.255 or any other provision of law. I hereby release the holder of such information from liability, if any, resulting from the disclosure of the required information. I acknowledge that a reproduced copy of this authorization legally constitutes an original copy. I consent that the Nevada Housing Division or its representatives may survey my energy usage, advise vendors of assistance grants, and may verify any information necessary to determine eligibility for assistance. I realize that I must give complete and accurate information and that willful concealment could result in criminal prosecution. **I SWEAR THAT EVERY ANSWER IS TRUE.**

Signature of Applicant: _____ Date: _____

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- a. Give the Subgrantee and Contractor permission to enter and provide services to the address(es) listed above. We will schedule the work at the tenant's convenience.
- b. For one year, you will not raise the rent of the subject unit(s) because our repairs have increased the value of your property. This agreement does not interfere with your right to raise the rent for normal rent adjustments.
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- i. **If Owner elects not to pay the 50% contribution for the capital improvements only eligible repair work below \$2,000 will be done on capital improvement items without replacement of any item and only non-capital measures installed. NOT APPLICABLE TO SINGLE FAMILY AND MOBILE HOME RENTALS.**

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Signature of Owner: _____ / /

Signature of WAP Contractor: _____ / /

Signature of Subgrantee's Representative: _____ / /

NOTE: Per NRS 118A.290, "The landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition."