



Housing Authority of Thurston County  
1206 12<sup>th</sup> Avenue SE • Olympia, WA. 98501  
Tel: (360) 753-8292 • Fax: (360) 586-0038  
www.hatc.org

## Rental Owners Agreement to Participate

**Owner(s):**

**Job No.:**

**Address:**

**Legal Description:**

(legal description)

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WHEREAS said Owner(s) have applied for and want to receive a loan from the Housing Rehabilitation Program for the rehabilitation of the property listed at the above address and legal description, and

WHEREAS said Owner(s) agree to accept the Housing Rehabilitation Program loan under the terms and conditions of the Promissory Note, Deed of Trust, Construction Contract, and other program requirements as stated herein.

Now, Therefore, the Owner(s) Agree to the Following:

- 1) ALLOW THE STAFF of the Housing Rehabilitation Program to enter the property to make inspections, determine needed repairs, photograph the premises, and assure compliance with the Construction Contract.
- 2) APPROVE CONSTRUCTION CONTRACT and other necessary construction documents in a timely manner to facilitate the rehabilitation of the subject property.
- 3) ALLOW STAFF TO PHOTOGRAPH the interior and exterior of the subject property before, during, and after the proposed rehabilitation work is completed.
- 4) ALLOW THE CONTRACTOR reasonable access to the property to undertake the rehabilitation work and complete the requirements of the Construction Contract.
- 5) ALLOW THE CONTRACTOR to utilize existing electrical, water, and sewer facilities, without cost, as needed for the completion of the rehabilitation work.

- 6) COOPERATE WITH THE CONTRACTOR in arranging for undertaking the rehabilitation work.
- 7) ARRANGING WITH TENANTS TO REMOVE all personal and household items including furniture, clothing, equipment, or other articles from areas where the contractor will be working.
- 8) AUTHORIZE WRITTEN CHANGE ORDERS in a timely manner as needed during the construction process.
- 9) COOPERATE WITH STAFF of the Housing Rehabilitation Program to insure an appropriate response to program requirements.
- 10) CONTACT STAFF of the Housing Rehabilitation Program to resolve issues that may arise in working with the contractor or building official or other related persons to the program.
- 11) EXECUTE AN INSTALLMENT NOTE AND DEED OF TRUST and other appropriate legal documents to secure the loan for repair of the Property.
- 12) MAINTAIN GOOD AND SUFFICIENT TITLE and interest in property to secure the loan.
- 13) PAY ALL PROPERTY TAXES due in a timely manner.
- 14) MAINTAIN HAZARD AND FIRE INSURANCE on the property in the amount of the appraised value of the property prior, during and upon completion of the rehabilitation improvement. Owner(s) shall maintain said insurance for the full improved value of the property until the loan is fully repaid.
- 15) AGREE TO COMPLETE ACCEPTANCE FORMS upon completion of all repairs and rehabilitation work as per Construction Contract terms.
- 16) AGREE TO RENT OR LEASE said property to low- and moderate-income tenants until the loan is fully repaid. Low- to moderate-income shall be defined as a household with a combined gross income less than or equal to 80% of the Thurston County median income based on household size. Owner shall supply an affidavit of income verification from current and future tenants if requested the Housing Authority.
- 17) OWNER AND TENANTS SHALL MAINTAIN PROPERTY to acceptable community standards, including the removal of all junk and trash from the premises.
- 18) CONDITIONS UNDER WHICH THE LOAN may, at Lenders option, become payable in full or scheduled for monthly installment payments are as follows:
  - a) Property is sold by operation of law or otherwise.
  - b) Title is transferred to another party or passed down to heirs.
  - c) Use of property by owner changes from residential to commercial.
  - d) Property is rented or leased to other than low- to moderate-income tenants as described above.
  - e) Property is unoccupied for a period exceeding One Hundred Twenty (120) days.
  - f) Owner fails to comply with all conditions and requirements as specified in the RENTAL OWNERS AGREEMENT TO PARTICIPATE.
- 19) IN ACCORDANCE WITH THESE ITEMS, and other requirements as specified in the Housing Rehabilitation Program, THE OWNER(S) COVENANT, AND AGREE TO AND DO HEREBY: indemnify and hold harmless and defend the Housing Authority of Thurston County, Thurston County, Washington State and the United States Department of Housing and Urban Development, their agents, departments or employees from and against any and all claims for injuries or damages to persons or property of

whatsoever kind or character, whether real or asserted, arising out of this agreement of the work to be performed hereunder.

20) THIS AGREEMENT shall remain in effect until said loan has been fully repaid and satisfied in full.

Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

State of Washington  
County Thurston

BE IT RECORDED, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared within named owner(s):

known to me to be the same individuals described herein and who executed this agreement freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the date and year last written.

**SAMPLE**

\_\_\_\_\_  
Notary Public in and for State of Washington

\_\_\_\_\_  
Residing at: