

LHR Participation Agreement
Rental and Owner-Occupied Properties



This LHR Participation Agreement describes the requirements for the Property Owner and the Occupant related to the Lead Hazard Demonstration grant (the "LHR") funded by the Indiana Housing and Community Development Authority ("IHCDA") with a grant from the U.S. Department of Housing and Urban Development.

Street Address _____ Apt # _____

City _____ State _____ Zip _____

Owner _____

Occupant (Renter) _____

Sub-Recipient _____

In consideration of receiving services as a part of the LHR, the Renter Occupant and Property Owner, must each read the part of the Participation Agreement that applies to their title as described above: Occupant (Part I) or Property Owner (Part II) and sign below acknowledging they understand and agree to the following:

Part I Occupant Requirements (renters; occupants with no ownership interest):

1. The unit referenced above (home) will be inspected for radon and health and safety hazards, and measures may be taken to address the some or all the hazards identified.
2. My family, my pets and I may be required to relocate for up to ten (10) days while some or all of the hazard control work is being performed. If I'm required to temporarily relocate, no entry is allowed at any time, day or night during the length of the project due to the potential for lead exposure and liability issues. Owner-occupants are not eligible for relocation assistance under this program.
3. I agree to review and sign off on LHR Blood Lead Test form regarding children under six years if a child under six resides in the home or frequently visits the home.
4. If elected by the occupant, depending on the start date, a second blood test may be necessary. Tests require a small sample of blood to be taken from the arm or a finger. If a second test is needed, blood will be taken from the arm. Blood testing may take place at a local clinic, laboratory, or doctor's office.
5. The contractor that performs the healthy homes hazard control work has agreed to provide a 12-month warranty. During the 12-month period, the contractor will address any necessary repairs related to workmanship.
6. I agree to prepare the area in and around the unit so that the hazard control services described in the Scope of Work can take place in an efficient and timely manner. Preparing the area will include, but will not be limited to, (1) removal of all movable items from work areas (e.g. furniture, valuables, small appliances, personal items, etc.); (2) removal of all pets to an area away from the worksite during the

entire length of time that the services are being performed; (3) moving all personal belongings and furniture to the center of each room; and (4) making the property available to the contractor, daily during working hours. The hazard control services will be postponed or canceled if the home is not prepared as described above, and I may be responsible for any costs associated with this delay or may be terminated from the Healthy Homes Program for failure to provide access to my unit and/or have the work area prepared.

7. I agree to notify IHCDA staff of any potential issues that may disrupt or inhibit work procedures, including home security systems. I alone will be responsible for all additional costs associated with the home security system, including but not limited to deactivation, wiring and reactivation, if necessary.
8. I acknowledge and agree that it may be necessary for gutter and downspout systems to be removed to complete specific exterior work on the home (siding, soffit, and fascia). In some cases, if the gutter/downspout system is in good condition, the contractors will reinstall the current system. Damaged or deteriorated gutter/downspout systems removed to make other approved repairs will be replaced or reinstalled.
9. I shall permit the contractor to use, at no cost, existing utilities such as light, heat, electricity, and water that is necessary to complete the hazard control services. I will not be required to change or alter existing utilities. Should electricity and/or water not be available, I will be responsible for ensuring that the service is restored immediately.
10. I agree to ensure that the monthly rent, utilities and any other items that are paid regularly will be paid while the work is in progress, even if the occupants of the home or unit have been relocated.
11. The LHR will not be responsible for any hazards that may arise after hazard control services have been completed and final inspection/clearance has been achieved, that are caused by remodeling, rehabilitation, structural issues caused by the occupant, the owner, or weather-related damage.
12. I acknowledge that smoke alarm(s), carbon monoxide detector(s) and fire extinguisher(s) may be installed by the LHR, and I hereby waive any actions or claims of any nature against LHR representatives and/or contractors resulting from the installation and/or failure of the smoke alarm, carbon monoxide detectors and/or batteries. I agree to hold harmless organizational representatives and contractors from and against all damages of any kind to persons and/or property that result from the installation and/or failure of any such smoke alarm(s), carbon monoxide detector(s), fire extinguisher and/or batteries in the unit or building.
13. Home insurance, including theft coverage, may be required in some areas. Uninsured properties and/or belongings are not the responsibility of IHCDA or its contractors. Renter's insurance, including THEFT AND FIRE coverage, is strongly encouraged by the LHR. The LHR is not responsible for fees due to detonation of smoke alarms, CO2 alarms and/or security systems.
14. Upon completion of lead hazard control work, the Occupant agrees to allow this property to be listed on the Indiana Lead Protection Program Lead Safe Home Registry and understands that this property will be listed by address.
15. I agree that should a situation arise at or near the project site which threatens the safety of LHR staff, contractors, or representatives, hazard control services shall cease temporarily or permanently, at the discretion of the IHCDA staff.
16. I agree to defend and hold harmless the State of Indiana, IHCDA, Indiana State Health Department, and the Local Health Department and their officers, agents and employees from any and all claims and losses

to any person, firm, or corporation who may be injured or damaged by the contractor or subcontractor in the performance of the project.

17. The Indiana Housing and Community Development Authority will have the right to terminate this Program Participation Agreement if either the occupant or the owner(s) fails to meet any obligations under this agreement, or otherwise obstructs the progress of the project, and reserves the right to recover payment for any work completed.
18. The Occupant agrees to let the IHCDA utilize before and after photos of the home, as well as testimony (with names, addresses, personal, and health information removed) from the Occupant, for promotional purposes, including but not limited to printed materials and website publication. Some families may be requested to provide written or video testimony when hazard reduction services have been completed.
19. I agree to participate in post intervention follow-up surveys.

Part II Owner Requirements (owners of single-family homes and multi-family rental properties):

1. The home or unit referenced above will be inspected for healthy homes hazards, and measures may be taken to address some or all of the hazards identified.
2. The Owner must disclose to tenants/occupants and prospective buyers information that it knows pertaining to lead-based paint and lead-based paint hazards before leasing or selling the property. This includes providing tenants/occupants and prospective buyers with an EPA-approved information pamphlet regarding identifying and controlling lead-based paint hazards ("Protect Your Family" pamphlet) and disclosing any known information concerning lead-based paint or lead-based paint hazards. The Owner must also disclose information such as the location of the lead-based paint and/or lead-based paint hazards, the condition of the painted surfaces and provide any records and reports on lead-based paint and/or lead-based paint hazards which are available.
3. If the Owner is also the occupant of the home, the Owner agrees to review and sign off on the LHR Blood Lead Test form regarding children under six years if a child under six resides in the home or frequently visits the home. If elected by the occupant, depending on the start date, a second blood test may be necessary. Tests require a small sample of blood to be taken from the arm or a finger. If a second test is needed, blood will be taken from the arm. Blood testing may take place at a local clinic, laboratory, or doctor's office.
4. The Owner is prohibited from discriminating against potential tenants on the grounds of race, color, religion, sex, national origin, disability, marital status, sexual orientation, presence of children, or age. The Owner is also prohibited from participating in retaliatory eviction of tenants in response to knowledge of lead poisoning or other complaints raised by the tenant.
5. The Owner must notify LHR staff of all potential issues that may disrupt or inhibit work procedures including home security systems. The Owner understands that it will be responsible for any additional costs associated with a home security system (if applicable), including but not limited to deactivation, wiring and reactivation, if necessary.
6. The Owner understands that it may be required to relocate occupants and pets for up to ten (10) days while hazard control services are taking place on the property. If occupants are required to temporarily relocate, no entry is allowed at any time, day or night during the length of the project due to the potential for lead exposure and liability issues. Owner-occupants are not eligible to receive relocation assistance under this program.

7. The Owner understands that it must make sure that the unit or home is accessible for inspections/assessments and hazard control services, which includes moving ALL possessions and furniture to the center of the room, removing and storing ALL curtains and blinds, and removing or safely securing valuable items. The Owner agrees to ensure that the area in and around the property is prepared so that hazard control services described in the Scope of Work can take place on time and in an efficient manner.

Preparation of the area will include, but not be limited to, removal of all movable items from work areas (e.g., furniture, valuables, small appliances, personal items, etc.); removal of all pets to an area away from the work site during the length of the project; and ensuring the property is available to the contractor daily during project working hours. The Owner will ensure that all personal belongings and furniture are moved to the center of each room, in which work shall occur. The Owner understands that if the home or unit is not accessible or properly prepared as described above, this may create a delay in the performance of the hazard control services. The Owner understands that it may be held responsible for any additional costs associated with this delay or may be terminated from this program for failing to provide access to the unit and/or not preparing the work area in accordance with this Participation Agreement.

8. Electricity and power to the home or unit must remain on for the entire period of time that the hazard control services are taking place because they are needed to complete these activities. If the electricity is turned off for any reason other than a weather-related reason, the Owner must ensure that electricity is restored immediately so the services can be completed.

9. The Owner may be given the opportunity to contribute additional funds when the home or unit is ineligible because the hazard control activities that are required by the Scope of Work, exceed the LHR maximum subsidy level. If the Owner elects to contribute additional funds and move forward with the Scope of Work, the Owner must have the funds verified and secured by IHCDA prior to the start of hazard control services.

10. The contractor that performs the lead hazard control services has agreed to provide a 12-month warranty. During the 12-month period, the contractor will address any necessary repairs related to workmanship.

11. The Owner understands that the LHR encourages adequate homeowner's/property insurance, specifically theft and fire, and that it may not hold IHCDA staff and/or its representatives responsible for damages to uninsured property and belongings or fees associated with the activation of fire, carbon monoxide, or security systems. Home insurance, including THEFT AND FIRE coverage, is strongly encouraged by the LHR.

12. If the property receiving the services is a multifamily rental property, the Owner agrees to allow its property address to be listed on the Indiana Lead Protection Program Lead Safe Home Registry web-page after lead hazard control services have been completed. The property will be listed by address.

12. The Owner must give priority in renting the home or unit, as applicable, to an Eligible Family. An Eligible Family is (1) a family that has a child under the age of six years and (2) the household meets HHP income requirements. A child is not required to occupy a unit in order to receive hazard control assistance.

13. For a three (3) year period that begins after the following have occurred: (1) the completion of hazard control services; (2) the completion of the clearance examination/final inspection; and (3) clearance has been achieved, and any findings or concerns have been resolved (the "Affordability Period"), a Rental Property Owner shall market to and give priority to income-eligible families with children under the age of six years and maintain documentation of the Owner's efforts to comply with this requirement.

Failure to market units to income-eligible families with children under age six during the Affordability Period will be cause for the recapture of LHR funds from the Owner.

14. If a Rental Property Owner sells the property during the three (3) year period and the property is a multifamily unit, the LHR funding must be repaid by the Owner to IHCDA.
15. The Owner acknowledges and agrees that it may be necessary for gutter and downspout systems to be removed to complete exterior work on the home (siding, soffit, and fascia). In some cases, if the gutter/downspout system is in good condition, the contractors may reinstall the current system. Damaged or deteriorated gutter/downspout systems removed to make approved repairs will not be reinstalled.
16. The Owner shall permit the contractor to use, at no cost, existing utilities such as light, heat, electricity, and water necessary to complete the lead hazard control activities. The Owner will not be required to change or alter existing utilities.
17. The Owner agrees to continue to pay the monthly mortgage, utilities and any other items which they routinely pay while the work is in progress even if occupants or Owner is relocated.
18. The Owner certifies by its signature(s) below that the property taxes on this unit are paid up to date. The home is not eligible for the LHR if the property taxes are not paid or if delinquent taxes are not enrolled in a payment plan and regular payment receipts provided.
19. The LHR will not be responsible for any hazards that may arise after hazard control services is complete and clearance is achieved, which are caused by remodeling, rehabilitation, structural issues caused on the Owner's part, or weather-related damage. The Owner acknowledges that routine maintenance on the home is required, more specifically on the component(s) on which hazard control services are performed. This routine maintenance is NOT the responsibility of the LHR. For example, it is the responsibility of the Owner to re-caulk windows whenever necessary. The Owner is responsible for regular monitoring of all areas on its property after work is complete.
20. Smoke detector(s) and/or carbon monoxide detector(s) and fire extinguisher(s) may be installed during the process of receiving hazard control services. The Owner acknowledges that it is its responsibility to perform routine testing and maintenance of these devices. The Owner understands that these detectors will expire and agrees, upon expiration, to replace these items at the Owner's cost. The Owner hereby waives any actions or claims of any nature against IHCDA, its representatives, and/or contractors resulting from the installation and/or failure of the smoke detectors(s), carbon monoxide detectors and/or batteries. The Owner agrees to hold harmless all organizational representatives and contractors from and against all damages of any kind to persons and/or property, resulting from the installation and failure of such smoke detector(s), carbon monoxide detector(s) and/or batteries in the referenced property. The Owner will be required to certify that smoke detectors(s) and carbon monoxide detector(s) are in proper working order upon completion of the hazard control services. The Owner is responsible for testing and, if necessary, replacing batteries in all installed detectors and alarms every six months or sooner, if needed. Owner is responsible for maintenance, cleaning, and care of installed equipment.
21. The Owner understands and agrees that if a situation should arise at or near the unit or home which threatens the safety of IHCDA staff, contractors, or its representatives, hazard control services shall cease temporarily or permanently at the discretion of IHCDA.

22. The Owner agrees to defend and hold harmless the State of Indiana, IHCDA, the Indiana State Health Department, and the Local Health Department and their officers, agents and employees from any and all claims and losses to any person, firm, or corporation who may be injured or damaged by the contractor or subcontractor in the performance of the project.
23. The Indiana Housing and Community Development Authority may terminate this Participation Agreement if the Owner fails to meet any obligations herein or otherwise obstructs the progress of the hazard control services and reserves the right to recover payment from the Owner related to work completed prior to termination.
24. The Owner agrees to let the LHR utilize before and after photos of the home, as well as testimony for promotional purposes including but not limited to printed materials and website publication. (Names, addresses, personal, and health information will be removed.) Some families may be requested to provide written or video testimony when lead hazard control services are completed.
25. If eligible to participate in the Healthy Homes Program, the Owner agrees to participate in post-intervention follow-up surveys.

I have read and understand the above conditions and agree to participate in the Healthy Homes Program.

Owner Signature _____ Date ____ / ____ / ____

Occupant Signature _____ Date ____ / ____ / ____