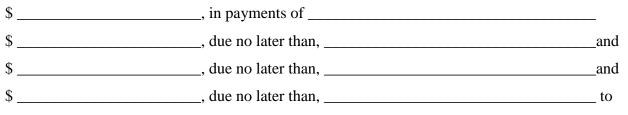
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS Division of Housing and Community Resources

Multi-Family Building Improvement Program Escrow Agreement (Agency Crew)

This agreement, made this 20 between	day of, and
between	hereinafter (called Owner).
	g or buildings located at
a Weatherization Assistance Program Landlord Ag	
Whereas	_ is the administrator of and contactor for the
Weatherization Assistance Program (WAP) in	funded by the
and;	

Whereas the purpose of the Program is to weatherize buildings occupied by low-income families and to encourage the Owners of such buildings to add their own funds to the WAP grant; and

Whereas the Owner has agreed to provide funds in the amount of



increase the extent of the weatherization work to be performed in the building(s);

Therefore, _______ agrees to act as Escrow Agent for the Owner for the amount of the Owner's contribution and to deposit these funds in a duly established Escrow Account.

All funds deposited in this Escrow Account shall be expended pursuant to a Contract or purchase order to be executed between the Owner and ________ who shall perform the work and/or provide the materials for the weatherization improvements that will be determined by and specifically described in an Energy Audit to be completed by the Weatherization Assistance Program. _______ shall be responsible for the construction means, methods, techniques, sequences and/or procedures employed in the performance of their contracts, and shall also be responsible for the failure to carry out work in accordance with the contract documents. In the event the Owner provides funds for the purchase of materials, and _______ is to supply the labor for installation, then _______ in that case shall only be responsible for the work being done in a worker-like manner, and shall not warrant the materials purchased.

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The work will sta	art on or about		, 20	and shall be
completed no late	er than	, 20	The Own	er has agreed to
invest \$	in the cost of weatherization wo	rk.		C

_______shall not charge the owner a fee for the administration of this Escrow Agreement. However, it is understood that any interest earned on funds in the Escrow Account shall be the property of ______ for the use in weatherization-related work, including bank charges and audit fees related to this account.

All funds provided under this agreement shall be expended in the Owner's building(s) and no other. Any unspent funds shall be refunded to the Owner(s) or used for additional work, as the Owner chooses.

The Owner agrees and understands that all work financed by funds provided under this agreement shall be solely for weatherization improvements identified in the Energy Audit of the building and heating system to be prepared by ______ staff on ______.

shall inspect th	ne work as it progresses, and shall pay the
contractor out of the funds held in this Escrow Account	t shall
retain a minimum of 10% of the contract until the Own	ner is satisfied that all work is completed,
and has provided written confirmation to that effect.	will have
no other responsibilities and/or obligations except	those explicitly stated in this Escrow
Agreement.	

Name and Address of WAP Agency:

By: (Signature)	Date:
Building Address:	
Owner's Name:	Telephone:
Owner's Signature	Date: