

---

---

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

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_ between \_\_\_\_\_ and  
\_\_\_\_\_ hereinafter (called Owner).

Whereas Owner is the owner of the building or buildings located at \_\_\_\_\_  
\_\_\_\_\_, N. J. and wishes to weatherize the building(s) pursuant to  
a Weatherization Assistance Program Landlord Agreement; and

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  
\$ \_\_\_\_\_, in payments of \_\_\_\_\_  
\$ \_\_\_\_\_, due no later than, \_\_\_\_\_ and  
\$ \_\_\_\_\_, due no later than, \_\_\_\_\_ and  
\$ \_\_\_\_\_, due no later than, \_\_\_\_\_ to  
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.

---

The work will start on or about \_\_\_\_\_, 20\_\_\_\_ and shall be completed no later than \_\_\_\_\_, 20\_\_\_\_. The Owner has agreed to invest \$ \_\_\_\_\_ in the cost of weatherization work.

\_\_\_\_\_ 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 \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_ shall inspect the work as it progresses, and shall pay the contractor out of the funds held in this Escrow Account. \_\_\_\_\_ shall retain a minimum of 10% of the contract until the Owner 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: \_\_\_\_\_