

Return Form to: Muskegon County Treasurer's Office
173 E. Apple Ave.
Muskegon, MI 49442



Property Address: _____

Rental Property Participation Agreement

Lead Information, Inspections, Clearance Testing, Disclosure, Lead Remediation and Ongoing Lead Hazard Monitoring Acknowledgement:

The LHRP requires lead hazard evaluation and remediation activities be carried out on homes constructed prior to 1978 that contain lead-based paint hazards in order to participate in the program and to receive assistance.

I understand that the program will undertake lead-based paint testing in the unit. If the test results reveal lead-based paint hazards, I understand that my scope of work will include the work necessary to make the unit lead safe. Lead safe means all lead-based paint hazards in the unit have been stabilized and the unit passed a certified lead clearance test upon completion of work. For the unit to remain lead safe, I understand I must properly maintain the treated areas in the future and monitor the non-treated areas containing lead that were not identified as a present hazard. I will receive a copy of the results of the lead hazard reduction and clearance report within 15 days of their completion.

I have received a copy of the pamphlet "Protect Your Family From Lead in Your Home".

The owner requests the program do an inspection of the premises to determine the presence of lead-based paint hazards. Performing this inspection does not obligate the program to award a lead remediation grant.

The owner will be informed of the results of the inspection. I understand the results of the lead-based paint inspection and clearance test will be registered with the Michigan Department of Community Health – Healthy Homes Program. The owner is required to disclose the inspection results and/or clearance results in the event of future sale or lease of the property.

The owner further agrees Muskegon County will not be held liable for any damages that may occur as a result of the inspection(s) and subsequent disclosures.

Owner's Signature: _____ Date: _____

Notice of Health Information Practices:

By signing below, the PARENT/GUARDIAN authorizes the Muskegon County Lead Hazard Reduction Program to obtain blood lead laboratory results through the Michigan Care Improvement Registry on the children under six years of age residing in the home and share these results confidentially with authorized program representatives.

parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Rental Requirement Agreement:

The property owner understands and agrees to the following: 1) If the property is vacant and becomes occupied before the lead work is completed, the new tenant information must be supplied to the program. 2) If the property is vacant or becomes vacant up to 3 years after lead assistance is provided, according to Federal guidelines, you are **required** to rent the property to low-to-moderate income families with priority availability to families with small children (under the age of six). You may be asked to provide additional tenant and/or unit information to the County periodically, even after the property has received assistance.

Owner's Initials: _____

Penalty for False or Fraudulent Statement:

Whoever knowingly and willfully falsifies or makes any false, fictitious, or fraudulent statement or representations or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be prosecuted as provided by the laws of the State of Michigan.

Owner's Initials: _____

Owner Match Requirement:

The property owner understands and agrees that they are responsible for providing at least \$1000 in match per unit. In addition, the cost of work required to make the property lead safe in excess of \$8000 is the responsibility of the property owner.

Owner's Initials: _____

No Guarantee of Funding Acknowledgement:

The property owner understands and agrees at no point is the applicant guaranteed of funding through the program up to the point where the abatement contract is awarded. The County shall be under no obligation to continue with the Work described herein. Funding is prioritized to the highest risk residents, not by order of enrollment. Additionally, if the County does not receive sufficient funds to perform the Work, County obligation to fund the work is extinguished.

Owner's Initials: _____

Explanation of Financing:

The property owner understands and agrees that the financing provided will be in the form of a forgivable or deferred loan. All loans will be secured with a mortgage for the total amount of the project. All mortgages will provide for payments in full of the current balance upon the property owner's termination of ownership, whether by death or by transfer of the property within 3 years following completion of the lead abatement activities. If the property is transferred to an eligible party, according to the federal eligibility criteria, the debt may be transferred. The term of the mortgage on all loans will be 36 months in compliance with the eligibility requirements, at which time the loan will be forgiven. The participant will be required to maintain loss payable insurance on the property for the duration of the terms of the loan and provide proof annually. Muskegon County will be placed on the insurance policy as lien holder, if the project is approved.

Owner's Initials: _____

Recapture of Deferred Loan:

The property owner understands and agrees that failure to comply with the requirements of this participation agreement's terms and conditions will result in payment of the current balance on a pro-rata basis (1/3rd per year for 3 years) after the lead hazard control work has been completed.

Owner's Initials: _____

Site Contamination:

The property owner understands and agrees that when lead work is performed on the property and the property is prepared for clearance, the property owner, representative of the property owner and the tenant(s) of the property will not enter the property prior to clearance. Entering the property prior to clearance may contaminate the site. If any of the above mentioned enters the property prior to clearance testing and the property does not pass clearance, then the rental property owner is responsible for the cost of re-clearance.

Owner's Initials: _____

Ice buildup or Ice Damning:

The property owner understand it is the property owner's responsibility to address snow and ice as part of the normal property maintenance needed during the winter months. The owner understands ice buildup and water leaking into the home is a possibility if snow and ice are not addressed. The owner understands Muskegon County, the Lead Hazard Reduction Program and the contractor who completes the work will not be held responsible for normal property maintenance.

Owner's Initials: _____

Temporary Relocation Process:

Owner/tenant occupants who agree to participate in cost-saving measures(i.e. pay for their own incurred personal expenses) waive their claim to temporary relocation expenses, and are thus notified herein to preclude misunderstandings regarding Federal displacement and reimbursement policies.

For HUD funded projects - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and implementing regulations of 49 CFR Part 24.2 (g) (2) (iv) permit a Federal agency to establish guidelines for relocation. Under HUD guidelines and the Office of Lead-Based Paint Abatement and Poison Prevention (1994) (Paragraph 1-Sb of HUD Handbook #1378) each owner/tenant occupant must be notified in writing that they will not be displaced. The occupant, if required to relocate temporarily , will be offered reimbursement for reasonable expenses (i.e., transportation, meals, recognized costs) incurred in connection with the temporary relocation.

Owner/tenant occupants who participate voluntarily in the Muskegon County Lead Hazard Reduction Program are not “displaced persons” and hereby waive reimbursement for temporary relocation expenses as a cost-saving measure. I understand that I am not subject to permanent displacement and agree to take full financial responsibility for temporary relocation expenses during the lead-based paint abatement of my home. I agree to cost-saving measures and do not require reimbursement for owner/tenant occupant’s relocation expenses. Due to voluntary participation in the Muskegon County Lead Hazard Reduction Program, FAILURE TO AGREE TO THIS WAIVER MAY PRECLUDE YOUR RESIDENCE FROM INCLUSION IN THE PROGRAM. Conserving expenses will allow the Muskegon County Lead Hazard Reduction Program to eliminate more hazards in Muskegon County homes. Occupants that agree to cost-saving measures are helping others to be included in the program.

Property Owner Signature: _____

Tenant/Occupant Signature: _____ Apartment #: _____

Tenant/Occupant Signature: _____ Apartment #: _____

Tenant/Occupant Signature: _____ Apartment #: _____

Tenant/Occupant Signature: _____ Apartment #: _____

Receipt of Program Grievance Procedure:

Upon written complaint from homeowner, tenant or contractor, County of Muskegon staff shall commence the following actions:

1. Contact the homeowner, tenant and/or contractor to obtain necessary information within 15 working days of the date of receipt of written complaint.
2. The Grant Coordinator/Program Manager shall visit the site to view the items cited in the written complaint.
3. If resolution of the complaint is reached, the Grant Coordinator/Program Manager will report such resolution to the property file.

If no resolution is reached, the complaint and supporting documentation may be referred through the Health Officer of Public Health Muskegon County to the County Administrator and Muskegon County Cooperate Council for a determination on legal recourse.

The owner/applicant, tenants and contractors may pursue other legal recourse such as legal counsel, legal aide, Westshore Dispute Resolution Center and the Michigan Dept. of Licensing.

The Owner/Applicant has received this grievance procedure.

Owner's Initials: _____

The Tenant has reviewed and understands the grievance procedure.

Tenant Signature: _____

Tenant Signature: _____

Tenant Signature: _____

Tenant Signature: _____

As the property owner I have read and understand all of the above listed terms, conditions and agreements. I have received copies of these materials.

Owner Signature: _____ Date: _____