



Qualified Net Zero Renovator Agreement & Attestation

Company Date

Company Name:

Address:

Name:

Title:

Phone:

Email:

NRCAN Registration Date

Energuides Rating System (ERS) v15 Registration #

Energuides Rating System (ERS) v15 date:

Energy Star for New Homes (ESNH) / R-2000 Registration #

Energy Star for New Homes (ESNH) / R-2000 Registration date:

Training Date

Net Zero Building Science Course Date:

Net Zero Building Science Course Location:

Net Zero Building Science Course Instructor:

Net Zero Building Science Course Service Organization:

Net Zero Building Science Course Exam Results (%):

Participants sign this agreement once all requirements have been met and are registering to be recognized as a qualified participant under the program.

THIS AGREEMENT dated _____

BETWEEN:

The Canadian Home Builders' Association

(Hereinafter called the "CHBA")

-AND

(Hereinafter called the "Qualified Participant")

WHEREAS the CHBA has developed the Net Zero Home Labelling Program ("the Program") to recognize builders, renovators and service professionals who commit to its Administrative Requirements and recognizes houses that these builders, renovators and service professionals attest to meeting the Technical Requirements.

THEREFORE, the CHBA and the Qualified Participant agree as follows:

1. SERVICES

The Qualified Participant will meet the requirements and provide the services as outlined in the respective sections below, as identified:

- Service Organization (SO)
- Energy Advisor (EA)
- Trainer
- Builder
- Renovator

2. LEGAL STRUCTURE AND INDEMNITY

See the Program Administrative Requirements for Legal Structure and Indemnity.

3. STATUS

Nothing in this Agreement constitutes the Qualified Participant as the agent of the CHBA, which status is specifically excluded.

4. STANDARD OF CARE

The Qualified Participant shall perform the services under this Agreement with the degree of care, skill and diligence generally accepted as typical in construction training and construction evaluation, at the time such services are rendered.

5. TIMEFRAME

The work will commence on the date first written above and, subject to paragraph 7 below, the Agreement will be in effect for a term of one year. It is renewed, in yearly increments thereafter, unless either party indicates otherwise at least 30 days prior to the anniversary date.

6. DELAYS

Neither Party shall be liable or penalized for delays or failure to perform, if same is caused directly or indirectly by circumstances beyond the Party's reasonable control, acts of God, acts and/or omissions of governmental authorities and regulatory agencies or other events which are beyond the reasonable control of the parties. Page 3 Net Zero Home Labelling Program Administrative Requirements Effective 01-Jan-2023

7. TERMINATION

The CHBA may, at any time, by notice in writing to the Qualified Participant, suspend or terminate the Services or any portion thereof at any stage. Upon receipt of such written notice by the CHBA, the Qualified Participant shall perform no further Services other than those reasonably necessary to close out its Services.

8. INSURANCE

The Qualified Participant agrees to the insurance requirements as specified in their respective section below.

9. INDEMNIFICATION

Subject to any limitations stated in this Agreement, each Party shall indemnify and hold harmless the other Party, their respective officers, directors, employees, and subcontractors, from and against all claims arising out of damages or liabilities caused by a negligent act, strict liability, breach of contract, error, or omission of the said Party or any

of its agents, subcontractors, or employees in the performance of its obligations under this Agreement.

10. AUDIT

The Qualified Participant shall keep proper and detailed records as specified in the CHBA Net Zero Home Labelling Program Administrative Requirements, and all other documents relating to the of carrying out the project and shall at all reasonable times permit inspection and audit of such records by the CHBA.

11. NOTICES

All notices under this Agreement shall be in writing. It shall be sufficient if the Notice is delivered by hand or by electronic means during normal business hours, whereupon it shall be deemed to have been given and received on the day of delivery. Notice may also be sent by registered mail, postage prepaid, addressed to:

CHBA

Attn: Kevin Lee, CEO

141 Laurier Avenue West, Suite 500

Ottawa, ON, K1P 5J4

P: 613.230.3060

E: kevin.lee@chba.ca

or to such other address as either Party shall have designated by written notice to the other Party, whereupon it

shall be deemed to have been given and received on the third business day thereafter.

12. APPLICABLE LAW

This Agreement shall be governed by the laws in the Province of Ontario.

13. DISPUTE RESOLUTION

Any disagreement arising between the Parties with reference to this Agreement upon which the Parties cannot agree shall be referred to a single arbitrator in accordance with the laws of arbitration in the Province of Ontario. The costs of the arbitrator shall be shared equally by the Parties on an interim basis as may be necessary provided however that the arbitrator shall have the discretion to award the costs of the proceeding, including costs of the

arbitrator. All decisions of the arbitrator shall be final and binding upon the Parties thereto and not subject to appeal.

As part of the Participant Agreement, the CHBA Qualified Net Zero Renovator agrees to:

- a) be a Builder or Renovator Member in good standing of the CHBA,
- b) successfully complete an “SO approved” Building Science Training course (the prerequisite to the CHBA Net Zero Builder Training), the CHBA Net Zero Builder Training (with a minimum exam score of 75%), and the CHBA Net Zero Renovator Training (with a minimum exam score of 75%),
- c) be a RenoMark® Renovator,
- d) meet all qualifications, per the current version of the Program Administrative Requirements and, to maintain the designation, will continue to meet them on an on-going basis,
- e) renovate the homes, ensure that the homes meet the current version of the CHBA Net Zero Home Labelling Program Technical Requirements, attest to same, and take responsibility for that attestation,
- f) notify the home buyer/owner when a home exceeds the space cooling threshold and will discuss the option and benefits of including a space cooling system to ensure occupant comfort (the program Space Cooling Information Sheet is available to support those discussions),
- g) notify the home buyer/owner of the risk associated with existing fireplaces and inform them of the program requirements for appropriately renovating or decommissioning existing fireplaces. Should the homeowner decide to keep an existing fireplace the renovator will ensure that the program procedures are followed as per the Net Zero Renovation Technical Requirements and that the homeowner is provided the appropriate program reference material,
- h) work with a CHBA Qualified Net Zero EA and SO to obtain EnerGuide (ERS) and Net Zero/Ready labels and affix them to the home,
- i) upon completion of each Net Zero/Ready Home Renovation complete the Verification Checklist (within the Project Registration Workbook) with the Energy Advisor,
- j) use the CHBA Net Zero Home Labelling Program branding, language/messaging and marketing/communications as per the usage specifications,

- k) advise the CHBA of their feedback on the program, including participation in such meetings as the CHBA may reasonably require, at the Renovator's expense,
- l) register and pay the Renovator program fees annually, per Section 1.6 of the Administrative Requirements,
- m) adhere to the Program Code of Ethics:
 - Exercise its duties with honesty, integrity, fairness and impartiality;
 - Avoid any apparent conflict of interest and avoid association with any enterprise of questionable character;
 - Uphold and maintain the professional integrity, reputation and practice of the Net Zero Home Labelling Program and related efforts by the CHBA Net Zero Energy Housing Council; and
 - Comply with the Program Administrative and Technical Requirements.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above. The signatories have the authority to bind their respective corporations for purposes of this Agreement.

I AGREE. By clicking, you agree to these terms and conditions stated in this agreement.