NET ZERO SOLUTIONS

CHBA is excited to offer the opportunity to provide a pre-recorded video focused on your company's *Net Zero solutions*, which will be posted on our <u>Net Zero Solutions</u> webpage and remain accessible by all CHBA Members as outlined in the agreement. The Net Zero Solutions video library will be promoted via social media and in the monthly NZC newsletter, the Net Zero News. Please submit all applications to <u>Beth Hernen</u> upon completion.

Video Requirements:

- Intellectual and Legal Property: The video(s) must be a virus-free, original, and otherwise legal work of the submitting individual or company, accepted by CHBA.
- **Length & Size:** The video(s) should be no longer than 15 minutes and must not exceed 256GB.
- **Content Focus:** The video(s) should cover topics related to envelope, mechanical, or energy solutions. Other solutions may also be accepted, such as but not limited to; those applying to emissions and resilience.

Submission Process:

- 1. Ensure your video(s) adheres to the above requirements.
- 2. Complete the submission form provided by CHBA.
- 3. Submit your video(s) for review. Please send an original MP4 file or a YouTube link.
- 4. Pay the fee. A payment link will be emailed to you upon approval of the video(s). See fee amounts in section 5.



Name:
Title:
Company:
Address:
City:
Province:
Postal Code:
Email:
Phone:
Solution Video Category:
Envelope
Mechanical
Energy
Other
YouTube link (if applicable):



CHBA Net Zero Solutions Video Submission Contract This Agreement is made on:

between:

(hereinafter referred to as "Submitter") and the Canadian Home Builders' Association (CHBA)

1. VIDEO SUBMISSION

- The Submitter agrees to provide a video, meeting CHBA's specified requirements, and to pay the applicable fee for the video submission.
- The video will be of conventional webpage quality or better.

2. VIDEO POSTING

- (a) CHBA reserves the right, in its absolute discretion, to reject posting any video, for reasons of content or quality.
- (b) CHBA reserves the right to remove a video at any time if the Submitter is no longer a member of CHBA, or for any reason of content or quality.
- (c) CHBA is under no obligation to cite reasons for the rejection or removal above.
- (d) The Submitter grants to CHBA a worldwide, non-exclusive and non-transferable license to post the video on its *Net Zero Solutions* webpage.
- (e) The Submitter retains all rights, title and interest in the video, subject to this Agreement.
- (f) Video(s) will be uploaded on the first of each month. If the first falls on a weekend or holiday, the video will be posted on the following business day.
 - a. Videos being submitted by non-Net Zero Council sponsors will appear on the *Net Zero Solutions* webpage for one calendar year from the date of posting.
 - b. Videos being submitted by Net Zero Council Sponsors as part of their sponsorship benefits will appear on the *Net Zero Solutions* webpage from November 1-October 31 of the sponsorship year.
 - c. Additional videos being submitted by Net Zero Council Sponsors at the discounted rate of \$500+ tax will appear on the *Net Zero Solutions* webpage for one calendar year from the date of posting.

3. WARRANTY

- (a) The Submitter warrants that the video is free of all viruses, malware, defamation, encroachment on intellectual property or privacy, or other illegality.
- (b) The Submitter shall indemnify CHBA for any and all claims arising out of any alleged breach of the above.

NET ZERO SOLUTIONS

4. PROMOTION AND USAGE

- (a) CHBA reserves the right to promote the Net Zero Solutions webpage and individual videos at its discretion.
- (b) The Submitter is allowed to promote the Net Zero Solutions webpage and their video using their own marketing channels.

5. PAYMENT TERMS

- The annual fee for video submission is \$600 plus applicable sales taxes. Net Zero
 Council sponsor members receive their first video as part of their sponsorship (the
 Gold Sponsor received three videos pinned to the top of the page), with additional
 videos available at a discounted rate of \$500 plus applicable sales taxes.
- Payment is due upon submission of the video and completion of the form.
- In the event of rejection or removal under sections 2(a) or 2(b) above, CHBA will refund *pro rated* to the payment received for the remaining year.

6. MISCELLANEOUS

- (a) Each party is an independent entity, and in no way an agent of the other.
- (b) This Agreement shall be governed by the laws in the Province of Ontario.
- (c) This agreement may not be assigned by either party without the written consent of the other.
- (d) This writing constitutes the entire Agreement.
- (e) 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:

Canadian Home Builders Association 141 Laurier Street W, Suite 500 Ottawa, ON, K1P 5J3 ATTN: Net Zero Team netzero@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.

613-230-3060

7. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dat
signed below.

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