



## **Qualified Net Zero Builder Agreement & Attestation**

### **Company Date**

Company Name:

Address:

Name:

Title:

Phone:

Email:

### **NRCan Registration Date**

Energuide Rating System (ERS) v15 Registration #

### **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 (%):

Net Zero Update Course – date attended:

Net Zero Update Course – exam result (%):

**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](mailto: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 Builder agrees to:**

- a) be a Builder Member in good standing of the CHBA,
- b) register all their homes with a warranty provider as required by CHBA Builder members,
- c) successfully complete an “SO approved” Building Science Training course (the prerequisite to the CHBA Net Zero Builder Training), and the CHBA Net Zero Builder Training (with a minimum exam score of 75%),
- d) in the case of a new home (not a renovation), become an EnerGuide (ERS) registered builder with NRCan before starting the home,
- e) 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,
- f) build 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,
- g) 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),
- h) work with a CHBA Qualified Net Zero EA and SO to obtain ERS and Net Zero/Ready labels and affix them to the home,
- i) upon completion of each Net Zero/Ready Home, 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 Builder’s expense,
- l) register and pay the Builder 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.