



## **Qualified Net Zero Energy Advisor Agreement & Attestation**

### **Company Date**

Company Name:

Address:

Name:

Title:

Phone:

Email:

### **NRCan Registration Date**

Energide Rating System (ERS) v15 Registration #

Energide 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 Builder Course Date:

Net Zero Builder Course Location:

Net Zero Builder Course Instructor:

Net Zero Builder Course Service Organization:

Net Zero Builder 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 Energy Advisor (EA) agrees to:**

- a) be a member in good standing of the CHBA,
- b) be registered through NRCAN to deliver the EnerGuide Rating System (ERS), and ENERGY STAR® for New Homes or R-2000, successfully complete both the CHBA Net Zero Builder Training and Energy Advisor Training with a minimum written exam score of 75%. Complete and pass the Modelling Exercise test file and Practical Exam test file within the CHBA Net Zero Energy Advisor Training course (Students who completed the Net Zero EA Training Course prior to December 8, 2020 must have successfully completed at least two (2) Net Zero Home files, mentored and reviewed by a CHBA Qualified Net Zero EA), and if labelling Net Zero/Ready Renovations, successfully complete the CHBA Net Zero Energy Advisor Training for Renovations with a minimum written exam score of 75%,
- c) notify the builder/renovator when a home exceeds the space cooling threshold to advise them that they must therefore discuss with the home buyer/owner the option and benefits of including a space cooling system to ensure occupant comfort,
- d) in a Net Zero/Ready Home Renovation, notify the renovator of the risk associated with existing fireplaces and inform them of the program requirements for appropriately renovating or decommissioning existing fireplaces,
- e) complete the Verification Checklist with the Builder/Renovator for each Net Zero/Ready Home file,
- f) submit a complete Net Zero/Ready Home file to the SO only when fully satisfied that the home has met the current Program Technical Requirements, attests to same, and takes responsibility for that attestation,
- g) use the CHBA Net Zero Home Labelling Program branding, language/messaging and marketing/communications as per the usage specifications,
- h) advise the CHBA of their feedback on the program, including participation in such meetings as the CHBA may reasonably require, at the EA's expense,
- i) register and pay the EA program fees annually, per Section 1.6 of the Administrative Requirements,

- j) adhere to the following insurance requirements:
- Carry and maintain worker’s compensation insurance to statutory requirement amounts.
  - Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name the CHBA as Additional Insured.
  - Professional Liability Insurance (Errors & Omissions) in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate and the policy will be renewed for two (2) years after Project completion.
  - The EA shall provide the CHBA with proof of such insurance.
  - If the CHBA requests that the EA increase the amount of insurance coverage or obtain other special insurance for the Project, the EA shall endeavor forthwith to obtain such increased or special insurance.
  - It is understood and agreed that the coverage provided by these policies will not be cancelled by the EA until thirty (30) days after written notice of cancellation has been delivered to the CHBA.
- k) adhere to the Program Code of Ethics:
- Exercise his/her 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.

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