



Home Performance with ENERGY STAR[®] Contractor Participation Agreement:

This Agreement is between the Contractor participating in the U.S. Department of Energy (DOE) Home Performance with ENERGY STAR[®] Program and EarthWays Center. The program emphasizes consumer education, best practice techniques and comprehensive problem solving. While the ultimate goal is saving energy and protecting the environment, this market-based approach and messaging focuses on addressing a variety of customer needs, including comfort, durability, health and safety.

The Contractor and EarthWays Center (EWC) agree as follows:

1.0 DEFINITIONS

- 1.01 **Building Performance Institute (BPI)** refers to the organization located in Malta, NY, which supports the development of a highly professional building performance industry.
- 1.02 **Certification as a Building Analyst Professional** by BPI means a Contractor will be allowed to align its business services as a Home Performance Contractor (HP Contractor).
- 1.03 **Home Performance with ENERGY STAR® (HPwES)** means the program, run by the US Department of Energy (DOE), designed to improve the energy efficiency of existing homes and protect the environment which is managed locally by EarthWays Center.
- 1.04 **HPwES Checklist** is the form and related procedures which constitute the practical basis for the Comprehensive Home Assessment.
- 1.05 **The Comprehensive Home Assessment (CHA)** determines how the home's critical components or subsystems (building envelope, mechanical systems, appliances, lighting and inhabitants) are performing individually or together. It provides the basis for improvement recommendations.
- 1.07 **A Home Performance with ENERGY STAR Project** is an energy-efficiency retrofit project overseen by a qualified HP contractor that includes a Comprehensive Home Assessment performed by a qualified HP contractor. The project may include, on rare occasions, only a single energy-efficiency measure, however a typical HPwES project includes two or more energy-efficiency measures and often addresses other customer needs. In order to be considered a HPwES project it is not required that every recommended measure be implemented immediately.
- 1.08 **Intellectual Property** means all marketing pieces, explanatory materials, websites, and any and all documentation belongs to EWC, specific written authorization should be requested prior to utilizing any such materials.

2.0 **ROLES**

This Agreement is made with respect to the operations of the Missouri HPwES. It governs the terms of the relationship between EWC and the Contractor that is providing home performance improvement services through the program. The Missouri HPwES program is part of a broader national program run by the U.S. DOE and sponsored by Missouri DNR. EWC has signed an agreement with DOE that defines EWC's role as the program partner in the St. Louis metro area. The DOE has developed standards for the provision of home improvement services and the terms of this Agreement are meant to ensure those standards are followed. This Agreement also protects the rights and outlines the responsibilities of both Contractor and EWC. The obligations being made in this agreement by EWC are contingent upon continued funding.

3.0 **CONTRACTOR QUALIFICATION AND CERTIFICATION REQUIREMENTS**

The Contractor must follow these steps, in the order shown, to become a qualified and certified HP Contractor in the HPwES program:

- 3.1 Sign this agreement.
- 3.2 Attend and actively participate in the classroom and field training offered by EWC.
- 3.3 Successfully complete the BPI classroom and field testing protocols that will also certify the Contractor as a BPI Building Analyst and Envelope Professional.
- 3.4 Maintain BPI certification requirements while participating in HPwES.
- 3.5 Submit proof of insurance with this agreement.
- 3.6 Turn in quarterly report summaries of ALL assessments completed.

4.0 **Program Participation**

- 4.1 HP Contractor must contact leads generated by the Program within 15 days of receipt.
- 4.2 Use the HPwES Checklist to perform comprehensive home audits (CHAs).
- 4.3 Report **all** CHAs performed, regardless of where / how contact was made.
- 4.4 Incorporate whole building science into building practices.
- 4.5 HP Contractor shall, during their second and each succeeding year of participation, report to the Program a minimum of ten (10) completed jobs per year, or completed jobs totaling at least \$25,000 per year.
- 4.6 Maintain all appropriate Missouri and Illinois business licenses.
- 4.7 Comply with all legally-required building permits and applicable building codes.
- 4.8 Maintain, at minimum, General Liability Insurance in the amount of \$500,000/\$1,000,000 for bodily injury, \$1,000,000 for property damage. **Please submit proof of insurance with agreement.**
- 4.9 Provide Workers Compensation in accordance with state requirements.

5.0 EWC's COMMITMENTS

- 5.1 EWC will promote the HPwES Program, which includes incentives for customers and HP contractors.
- 5.2 EWC will forward leads generated by the program to HP Contractors.
- 5.3 EWC will acknowledge, once the Contractor has completed the steps listed in Section 3.0 that the HP Contractor is qualified to offer home performance business services aligned with the EWC HPwES program and use the HPwES logo and brand.
- 5.4 EWC will deliver quality assurance services in accordance with HPwES program protocols. These services will be provided at no charge to the HP Contractor.
- 5.5 EWC will protect the confidentiality of the Contractor's business information. EWC will not divulge information about a specific contractor's pricing. EWC will not share customer contact information and will keep this information only for the purposes of conducting QA or analysis.

6.0 CONTRACTOR COMMITMENTS

Once the Contractor has successfully completed the steps listed in Section 3.0, the Contractor commits to:

- 6.1 Follow all Policies and Procedures for HPwES Program.
- 6.2 Conduct all work in a professional manner.
- 6.3 Incorporate whole building science into all field practices.
- 6.4 Turn in quarterly report summaries on the provided forms.
- 6.5 Properly represent the relationship of the Contractor to EWC. This relationship being that the Contractor is an independent contractor, accredited by BPI and approved to participate in DOE's Home Performance with ENERGY STAR® Program. Contractors shall **not** represent themselves as working for, or certified by the State of Missouri, EWC, ENERGY STAR® or the DOE
- 6.6 Follow Home Performance with ENERGY STAR's guidelines for use of logo and intellectual property.
- 6.7 Use the HPwES name and related marks only as long as the contractor is participating in the HPwES program.
- 6.8 If a Contractor becomes involved in a dispute with a customer over business practices, the Contractor shall be responsible for settling the dispute. Contractor shall hold EWC harmless from any suit arising from work in the Program.

Contractor Participation Agreement Signature Page



I have read, understand, and agree to comply with, all partnership commitments described in EWC's Home Performance with ENERGY STAR® Contractor Participation Agreement, including all supporting policies described or referenced therein.

The term of this agreement shall be one year from the date of this agreement and shall renew automatically for subsequent one year periods, unless either party notifies the other, in writing, of its desire not to renew this agreement at least 60 days prior to the end of the term or renewal term thereof.

I certify, under the penalties of law, that the statements made in this Agreement have been examined by me and are true and complete. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given.

I understand EWC reserves the right to modify, at any time during this Agreement term, the provisions of this Agreement.

I understand this Agreement is completely voluntary and can be terminated at any time for any reason by either EWC or the Participating Contractor.

(Please print or type):

Authorized Representative: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

This agreement is not binding until signed by both parties.

Authorized
Representative Signature: _____ Date: _____

Authorized
EWC Signature: _____ Date: _____