



Southern Nevada Green Building Partnership (SNGBP) Program Contract



AGREEMENT

This Southern Nevada Green Building Partnership Program Contract (referred to herein as the “**Terms and Conditions**”) by ConSol Home Energy Efficiency Rating Services, a California corporation (“**CHEERS**”), and the company listed in the signature block below, (“**you**,” or “**Builder**”), is hereby made effective as of the date set forth next to Builder’s signature.

You agree to read these Terms and Conditions carefully and retain them for future reference. You understand, acknowledge and agree that these Terms and Conditions govern all aspects of your participation in the SNGBP program (as defined below). By signing below, you acknowledge that you have received, read, and understood these Terms and Conditions and agree to be bound by them.

OVERVIEW

The Southern Nevada Green Building Partnership (“**SNGBP**”) Program provides a means for builders who construct single-family homes in Southern Nevada to exceed the 2012 International Energy Conservation Code (“**IECC**”) standards. The features included in the SNGBP Program improve electric, gas, and water savings.

The SNGBP Program is administered by CHEERS. CHEERS is a certified Home Energy Rating System (“**HERS**”) Provider which maintains a unique online registry of certification documents that links the homebuilder, home energy rater, and energy analyst to the rating process. CHEERS also trains and certifies home energy raters for the building industry.

The SNGBP Program is effective December 2014. New homes within new subdivisions must be built to the 2012 IECC beginning January 1, 2014 and new homes in existing subdivisions beginning July 1, 2014. All production homebuilders are encouraged to apply.

Please consult the SNGBP Participant Handbook (“**Handbook**”) and project application (“**Project Application**”) for more information on the SNGBP program application, submittal, and compliance requirements. The terms and obligations of Builder set forth in the Handbook and Project Application are hereby incorporated into these Terms and Conditions by reference, and by signing below you agree that you have read and understood the Handbook and the Project Application.

GLOSSARY OF TERMS

Throughout this document, acronyms of certain terms have been used to simplify instructions. The following is a list of these terms:

Acronym	Definition
CHEERS	ConSol Home Energy Efficiency Rating Services, Inc.
HERS	Home Energy Rating System
RNC	Residential New Construction
SF	Single Family
SNGBP	Southern Nevada Green Building Partnership
SNHBA	Southern Nevada Home Builders Association

OBLIGATIONS

BUILDER’S OBLIGATIONS:

In order to be considered for, and to participate in, the SNGBP Program, you agree to the following Builder obligations:

1. Compliance with the terms specified in these Terms and Conditions, Handbook, and Project Application.

2. Permit and ensure HERS Rater and CHEERS Quality Assurance representatives have access to each lot to verify installation of measures.
3. Refer to a home as a “SNGBP new home” only after that home (i) qualifies for the SNGBP program, (ii) has been approved in your Project Application and (iii) receives a final program certificate.
4. Compliance with all verification and documentation requirements. Please review the Handbook for a list of program measures that require a HERS rater to perform the home energy ratings, diagnostic testing, and verification.
5. Provide all requisite documentation for approval within thirty (30) days of Project Application submission.
6. If applicable, review and understand each participating utility’s rebate requirements, which are separate and independent of the SNGBP Program.

ADDITIONAL TERMS:

1. If SNHBA withdraws its approval of the SNGBP program, SNHBA may terminate these Terms and Conditions upon 30 days’ prior written notice.
2. SNHBA reserves the right to determine your SNGBP Program eligibility for the life of these Terms and Conditions. If SNHBA reasonably determines that you are ineligible at any time, SNHBA may immediately terminate your participation in the SNGBP Program without penalty of any kind.
3. If you materially breach these Terms and Conditions or fail to perform any of your material obligations as part of the SNGBP Program, SNHBA or CHEERS may terminate these Terms and Conditions and/or your participation in the SNGBP Program immediately upon notice to you.
4. If these Terms and Conditions are terminated by SNHBA or CHEERS for any reason, SNHBA and CHEERS shall not be liable you for damages or compensation of any kind.
5. SNHBA and CHEERS make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to these Terms and Conditions, and expressly disclaims any such representation, warranty, or liability.
6. If the SNGBP Program is modified in any way or terminated by order of any government or regulatory entity, these Terms and Conditions will be modified consistent with that order.
7. SNHBA may assign these Terms and Conditions, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the builder’s prior written consent. The builder may not assign any Project Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SNHBA.
8. Applicant understands that any intentional misrepresentation of data reported or gross negligence by the applicant’s energy consultant or HERS rater will result in the applicant being disqualified and terminated from the SNGBP Program unless and until SNBHA, in its sole discretion, determines that the misrepresentation was not intentional or is satisfied that the problem has otherwise been resolved.

BUILDER'S REPRESENTATIONS AND WARRANTIES

1. Builder represents and warrants that Builder has full power and authority to enter into these Terms and Conditions and to carry out the services contemplated by the SNGBP Program, and that the execution, delivery, and performance of these Terms and Conditions have been duly authorized by all requisite corporate action on the part of Builder.
2. Builder represents and warrants that Builder will comply with all laws applicable to the performance of its obligations under these Terms and Conditions and to the provision of the Services.
3. Builder represents and warrants that Builder's execution, delivery, and performance in the SNGBP Program pursuant to these Terms and Conditions will not constitute: (i) a violation of any judgment, order, or decree binding on Builder; (ii) a breach under any contract by which Builder is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
4. Builder represents and warrants that the Services will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed, and that all Services meet the specifications set forth in the Scope of Work and by the manufacturer. Builder further represents and warrants that Builder and all personnel used to perform the Services, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Services.
5. Builder represents and warrants that Builder has, and shall maintain in effect for the duration of these Terms and Conditions, all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Builder to render the Services. Builder shall also ensure that all permitted subcontractors are similarly licensed and qualified.
6. Builder represents and warrants that it maintains and shall maintain such insurance as is required by applicable law and such other insurance, in amounts and insuring against hazards and other liability, as is customarily maintained by companies similarly situated.

LIMITATION OF LIABILITY

1. IN NO EVENT SHALL CHEERS OR SNBHA BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR BUILDER'S PARTICIPATION IN THE SNGBP PROGRAM, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND CLAIMS OF THIRD PARTIES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF CHEERS AND SNBHA ARISING OUT OF OR RELATED TO BUILDER'S PARTICIPATION IN THE SNGBP PROGRAM EXCEED THE AMOUNT PAID TO BUILDER UNDER THE SNGBP PROGRAM FOR THE SPECIFIC BUILDING(S) THAT ARE THE SUBJECT OF THE CLAIM.

INDEMNIFICATION

Builder shall defend, indemnify and hold harmless CHEERS and SNBHA and their respective officers, directors, shareholders, contractors, agents, successors and permitted assigns (each, an “Indemnitee”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys’ fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from any claim, suit, action or proceeding arising out of or resulting from: (i) the acts or omissions of Builder, or (ii) Builder’s breach of any representation, warranty or obligation of Builder set forth in this Agreement.

[Signatures to Follow]

I, THE UNDERSIGNED, AGREE THAT:

1. I am a representative of the company below who is authorized to bind the company to these Terms and Conditions. The information that I have supplied on this form is true, correct and complete.
2. The Builder listed below meets the SNGBP Program eligibility requirements as set forth in the SNGBP Program Guidelines.
3. I have read, understand and agree to abide by the program rules, requirements and terms set forth in the SNGBP Terms & Conditions provided above for all projects in submitted in the SNGBP Program.

BUILDER COMPANY NAME (Please Print)

FEDERAL TAX ID #

BUILDER AUTHORIZED REPRESENTATIVE (Please Print)

TITLE

BUILDER AUTHORIZED SIGNATURE

DATE

For Program Administrator Use

DATE APPLICATION RECEIVED

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

DATE APPLICATION APPROVED

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

[Signature page to SNGBP Program Contract]