



Home Energy Score Assessor Participation Agreement

The Assessor named below hereby agrees to participate in the Home Energy Score Program being administered the Energy Council (“StopWaste”) as a partner organization to the U.S. Department of Energy (“DOE) on the terms set forth below. Prior to conducting Home Energy Score assessments in the program area described below the Assessor must sign this agreement. StopWaste may modify this agreement or terms of participation to address new DOE requirements, lessons learned and future programmatic goals. StopWaste will notify Assessor at least 30 days prior to making any changes to the Agreement or terms of participation. Assessor or StopWaste can terminate the agreement at any time by providing notice of termination.

I. STOPWASTE RESPONSIBILITIES

StopWaste administers the Home Energy Score program (“Program”) to provide home energy ratings using DOE’s Home Energy Scoring Tool for single-family homes in the nine Bay Area Counties (San Francisco, Marin, Napa, Sonoma, Solano, Contra Costa, Alameda, Santa Clara and San Mateo). The Program provides training and access to the DOE Home Energy Score tool to qualified assessors to perform Home Energy Score assessments for qualifying homes in the San Francisco Bay Area. The Program also fulfills other DOE requirements for Home Energy Score partner organizations. The Program applies only in the areas listed above and this Agreement does not authorize Assessor to provide Home Energy Score services outside of those areas.

StopWaste administers the quality assurance protocols established in the DOE Home Energy Score program which requires StopWaste, as the Home Energy Score Partner, to provide mentoring to new assessors and quality assurance assessments on 5% of homes that receive the Score in order to evaluate the performance of assessors together with related follow-up. Quality Assurance protocols will be carried out by a contractor to StopWaste.

I. ASSESSOR RESPONSIBILITIES

The Assessor:

- A. Certifies that it meets DOE requirements for Home Energy Score assessors, including possessing a current building-related certification recognized by DOE to meet the Home Energy Score requirement, and having passed DOE’s online exam for Home Energy Score assessors (information available here: <http://energy.gov/eere/buildings/home-energy-score-information-interested-assessors>);
- B. Agrees to provide customers the services outlined in section IV;
- C. Agrees to utilize DOE’s Home Energy Score Tool to perform the assessment and create the Home Energy Score report (“Score Report”);
- D. Agrees that StopWaste may access and use data submitted to DOE’s Home Energy Score Tool;
- E. Agrees to provide customers with copy of Score Report;
- F. Agrees to maintain insurance as outlined in Appendix A; and

- G. Agrees to maintain an established place of business within the state of California, provide a business phone with answering service, and respond to customers within 24 hours of an inquiry.
- H. Agrees to notify StopWaste of any Assessor address, license or business related changes in writing within 48 hours of the change.

II. HOME ENERGY SCORE SERVICES

The Assessor agrees to perform all home assessments using the DOE Home Energy Score Tool. The manner and method employed by the Assessor shall conform to the standards of performance customary in Assessor's profession, DOE's requirements for the Home Energy Score program, applicable laws and regulations, existing licenses, and quality assurance standards, and industry technical guidelines.

The Assessor warrants that the services provided hereunder shall conform with the highest standard of care and practice appropriate to the nature of the technical and professional services rendered, that the personnel furnishing said services shall be qualified and competent to perform the services assigned to them, and that the recommendations, guidance, and performance of such personnel shall reflect their best professional knowledge and judgment, but makes no other warranty, express or implied.

III. REPRESENTATIONS

Assessor, its representatives and agents, shall not represent themselves as an agent, representative or employee of StopWaste or claim association or affiliation with StopWaste in any capacity other than as an independent assessor for the Program. Further, Assessor shall not make false claims about any part of the Program or their performance therein. Assessor, its employees and representative shall be solely responsible for all representations made to customers regarding the Program or work performed for a customer under the Program.

IV. CUSTOMER SATISFACTION

Assessor agrees to:

- A. Train internal staff, as applicable, to field customer inquiries about the Program;
- B. Correct, without charge, any inaccurate information reported as part of the Home Energy Score within ten (10) working days of notice; and
- C. Repair, without charge, damage to a customer's property resulting from an assessment or other Home Inspection action or inaction arising under or related to the Program.
- D. Immediately report to StopWaste or its representatives, all customer conflicts that are not resolved to customer's full satisfaction.
- E. Participate in good faith in a conciliation conference when there is a dispute involving the Assessor, which has been initiated by a customer. Options for unresolved disputes include filing a complaint with CSLB or filing legal actions to gain restitution or recover damages.
- F. Provide full, accurate, and complete information in connection with investigations of customer complaints and refrain from engaging in acts of intimidation, harassment, or retaliation against any customer, StopWaste employee or contractor, or person who cooperates in any investigation.

V. CONFIDENTIAL INFORMATION

- A. In performance of Assessor's work under this Agreement, Assessor understands it will receive certain information from customers, including, but not limited to, customer name, address, telephone number. Assessor agrees this information shall be deemed confidential.

- B. Assessor shall use commercially reasonable physical, operational, and technical safeguards to preserve the confidentiality, integrity and security of the information while in its possession and control.
- C. No information received from customers may be used by Assessor for any purpose other than to satisfy the requirements of this Agreement.
- D. No information received from customers may be disclosed by Assessor to any third party, except upon written authorization from customers to allow third-party access to the information.

VI. NOTICES

All notices to Assessor will be sent to the address in the signature block of this agreement. All notices to StopWaste shall be sent to:

StopWaste Home Energy Score Program Manager
Karen Kho, 510-891-6500
kkho@stopwaste.org

VII. INDEMNIFICATION

To the fullest extent permitted by law, Assessor shall indemnify, defend, and hold harmless StopWaste, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this agreement. All obligations under this provision are to be paid by Assessor as they are incurred by StopWaste.

VIII. TERMINATION

Assessor or StopWaste may terminate this Agreement at any time upon written notice to the other party. The termination takes effect immediately and Assessor shall stop any and all work performed under this Agreement. In the event of termination, Assessor agrees to waive any claim for damages, including loss of anticipated profit of any home inspection, resulting from termination.

IX. AUTHORITY AND FORM OF DELIVERY

The person signing below represents that he or she is duly authorized to sign and deliver the agreement on behalf of Assessor and that this agreement is binding on Assessor in accordance with its terms. This agreement may be signed and scanned and delivered to StopWaste in .pdf format which signed and scanned document shall create a valid and binding obligation of the Assessor with the same force and effect as if such document were an original.

APPENDICES/ATTACHMENTS

Appendix A Insurance Requirement

I. QUALIFIED ASSESSOR CONTACT INFORMATION		
First Name	Last Name	
Email	Phone	
Company Name	Federal Tax ID	
Company Street Address		
City	State	Zip
II. BUILDING-INDUSTRY CERTIFICATIONS		
Minimum certifications accepted are listed below. Provide the following: (a) Certifications held, (b) Certification/candidate ID #, and (c) Name and Email of individual who holds the certification.		
<input type="checkbox"/> ASHI: Inspector or Certified Inspector <input type="checkbox"/> BIG: GreenPoint Rater, Certified Green Building Professional <input type="checkbox"/> BPI: Building Science Principles <input type="checkbox"/> CREIA: Certified or Master Inspector <input type="checkbox"/> InterNACHI: Home Energy Inspector <input type="checkbox"/> NAHI: Certified Real Estate Inspector <input type="checkbox"/> NARI: Green Certified Professional, Certified Remodeler, or Master Certified Remodeler <input type="checkbox"/> NATE: Air Conditioning/Heat Pumps, Gas/Oil Heating, or Gas/Oil Hydronics <input type="checkbox"/> RESNET: HERS Rater <input type="checkbox"/> Other: _____	Certification/Candidate ID #:	
	Certification Held By (Name and Email):	
III. COUNTIES SERVED Check all that apply.		
<input type="checkbox"/> Alameda County <input type="checkbox"/> Contra Costa County <input type="checkbox"/> Marin County <input type="checkbox"/> Napa County <input type="checkbox"/> San Francisco County <input type="checkbox"/> San Mateo County <input type="checkbox"/> Santa Clara County <input type="checkbox"/> Solano County <input type="checkbox"/> Sonoma County		
IV. ACCEPTANCE		
Signature: _____		Date: _____
Print Name: _____		

The signing representative must have authority to commit the Assessor to the terms of this agreement.

SUBMIT ASSESSOR AGREEMENT VIA EMAIL, FAX OR STANDARD MAIL:

- **EMAIL:** HomeEnergyScore@bki.com
- **FAX:** 510-463-2690 ATTN: Lauren Hotell
- **MAIL:** StopWaste
ATTN: Karen Kho
1537 Webster St.
Oakland, Ca 94612

APPENDIX A

Insurance Requirements

During the life of this agreement, Assessor and all subcontractors shall maintain the following minimum insurance:

- A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.
- C. Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Assessor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against StopWaste, its employees or agents.

All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. At the request of StopWaste, Assessor shall submit confirmation that they maintain the required insurance coverage. StopWaste has the right to require Assessors' insurer to provide complete, certified copies of all required insurance policies. Assessor shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing 30 days prior written notice to StopWaste. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Assessor shall immediately provide written notice to StopWaste and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Assessor of its obligation to maintain all insurance required by this Contract at all times during the term of the agreement.

2. As to all of the policies of insurance listed above, the following shall apply:
 - A. *Deductibles and Self Insured Retentions.* Any deductibles or self insured retentions must be declared to and approved by StopWaste. At the option of StopWaste, either (1) the insurer shall reduce or eliminate such deductibles or self insured retentions as respects StopWaste, its officers, officials and employees; or (2) the Assessor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - B. *StopWaste as Additional Insured.* StopWaste, its officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Assessor; premises owned, occupied or used by the Assessor, or automobiles owned, leased,

hired or borrowed by the Assessor. The coverage shall contain no special limitations on the scope of the protection afforded to the StopWaste, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. For any claims related to this project, the Assessor's insurance coverage shall be primary insurance as respects StopWaste, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by StopWaste, its officers, officials, employees, or volunteers shall be excess of the Assessor's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Assessor's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on StopWaste's own form. Additional insured coverage does not apply to errors and omissions insurance.

- C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to StopWaste, its officers, officials, employees or volunteers.
 - The Assessor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. *Insurer Rating.* Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- E. *Umbrella/Excess Insurance.* The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of StopWaste (if agreed to in a written contract or agreement) before StopWaste's own Insurance or self insurance shall be called upon to protect it as a named insured.
- F. *Subcontractors.* Assessor agrees to include in all subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Assessor shall agree to be bound to Assessor and StopWaste in the same manner and to the same extent as Assessor is bound to StopWaste under this agreement and Assessor shall furnish a copy of this agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Assessor with valid certificates of insurance and the required endorsements included in the agreement prior to commencement of any work and Assessor may be required to provide proof of compliance to StopWaste.

3. Assessor hereby grants to StopWaste a waiver of any right to subrogation which any insurer of Assessor may acquire against StopWaste by virtue of the payment of any loss under such insurance. Assessor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether StopWaste has received a waiver of subrogation endorsement from the insurer.

4. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Assessor shall immediately notify StopWaste by telephone. Assessor shall promptly submit to StopWaste a written report, in such form as may be required by StopWaste of all accidents which occur in connection with this agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Assessor's subcontractor, if any; (3) name and address of Assessor's liability insurance carrier; and (4) a detailed description of accident and whether any of StopWaste's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this agreement.

StopWaste
1537 Webster Street, Oakland, CA 94612
ATTENTION: Karen Kho

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