

Rating Company Annual Agreement

This agreement (the "Agreement") is entered into as of the ____ day of _____ month of _____ year for services performed on or after **January 1st of 2018** by and between North Carolina Building Performance Association also described here in as NCBPA ("Party One") and _____ ("Party Two") (collectively the "Parties") regarding the ongoing certification, quality assurance and support to be provided by Party One's RESNET-approved quality assurance and rating Providership ("Providership") for Party Two's RESNET-certified Home Energy Raters ("Raters") and RESNET-approved Rating Field Inspectors ("RFIs").

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, it is hereby agreed by and between the Parties as follows:

1. PARTY ONE OBLIGATIONS to PARTY TWO.

Party One does hereby covenant and agree that it shall in accordance with the Rating Company Annual Agreement and HERS standards certify building files while there are no unpaid invoices over 30 days, provide quality assurance/control, make available a sublicense of REM/Rate, provide complaint resolution assistance, maintain accurate records, abide by code of ethics (see Exhibit A), and engage in disciplinary actions on Party Two when warranted.

2. PARTY TWO OBLIGATIONS to PARTY ONE.

Party Two does hereby covenant and agree that it shall in accordance with the Rating Company Annual Agreement and HERS standards satisfy all training and examination criteria both by RESNET and Party One, pay NCBPA in full for all services rendered within 30 days of service without dispute (see Exhibit B for fee schedule), submit to the terms of the Rating Company Annual Agreement and RESNET standards, abide by the quality assurance/control standards, prohibit conflict of interest, submit to discipline, agree with recordkeeping provisions submit to the outlined Complaint Resolution process, abide by the Code of Ethics, and submit Building Files in accordance with the Rating Submittal Protocol.

3. ARBITRATION.

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in Wake county, state of North Carolina, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay counsel fees and expenses.

GENERAL PROVISIONS.

- A. **Notices.** Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given by delivery, by facsimile or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective party as follows:

If to Party One:

North Carolina Building Performance Association
P.O. Box 868
Raleigh, NC 27602

If to Party Two:

Company Name: _____
Address 1: _____
City, State, Zip: _____

- B. **Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by the Parties, and their respective successors, assigns, heirs, executors and administrators; provided, that neither party may assign any duties or her rights hereunder without the written consent of the other party. This Agreement is intended to last for one calendar year from the date first written above and will be in place until a new agreement is signed by both parties.



RESNET Rating Providership: Rating Company Annual Agreement

- C. **Waiver and Amendment.** Neither party may waive any of the terms or conditions of this Agreement, nor may this Agreement be amended or modified, except by a duly signed writing referring to the specific provision to be waived, amended or modified.
- D. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates.
- E. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.
- F. **Governing Law.** This Agreement shall be governed by the laws of the state of North Carolina, without regard to its conflicts of law provisions.
- G. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all claims. The Parties acknowledge that:
 - (i) they have read this Agreement;
 - (ii) they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
 - (iii) they understand the terms and consequences of this Agreement and of the releases it contains; and
 - (iv) they are fully aware of the legal and binding effect of this Agreement.
- H. **Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.









	PARTY ONE (NCBPA):	PARTY TWO (Rater):
Signature:	 _____	
Name:	<u>D. Ryan Miller</u>	
Title:	<u>Executive Director</u>	
Company:	<u>NC Building Performance Association</u>	
Date:	<u>January 1, 2018</u>	
RTIN #:		
Estimated # of Ratings for this Calendar Year (sets pricing tier):		

Exhibit A

Rating and Home Energy Survey Code of Ethics – as of October 8, 2010

Statement of Purpose

The accredited home energy rating providers (Providers) the Accredited Rater Training Providers (Providers) and the Accredited Home Energy Survey Providers (Providers) of the Residential Energy Services Network (RESNET) are committed to providing quality and professional service to their customers and the public. This Code of Ethics sets forth principles and rules of conduct enforced by RESNET through specific procedures contained in its Accreditation Standards. This Code of Ethics is a national minimum standard applicable to all accredited RESNET Rater Training Providers, RESNET Rating Providers, RESNET Home Energy Survey Providers, their Raters/Home Energy Survey Professionals and their representatives. The RESNET Code of Ethics represents minimum ethics requirements. As such, it may be augmented by additional ethics code requirements as required by an individual Rating Provider, Home Energy Survey Provider, Training Provider, or by any other authority under whose jurisdiction rating or training services are being provided.

Principle 1: Professional Conduct

- Raters/Home Energy Survey Professionals/Providers shall commit to objectivity and neutrality in conducting a rating/home energy survey and in making any recommendations.
- Raters/Home Energy Survey Professionals/Providers shall not engage in any conduct that is detrimental to the reputation or the best interests of RESNET, the profession or service.
- Raters, Home Energy Survey Professionals or a rating organization shall not disclose information concerning the rating or home energy survey for a specific home to parties other than the client or the client's agent without the written permission of the client or the client's agent except to report to the Rating or Home Energy Survey Provider for the purposes of registration, certification or quality assurance.

Principle 2: Representations of Services and Fees

- Raters/Home Energy Survey Professionals/Providers shall make no representations regarding their services or qualifications that are false or misleading in any material respect.
- Raters/Home Energy Survey Professionals/Providers shall fully disclose all applicable charges, as well as the general scope and deliverables of services, prior to conducting a home energy rating, home energy survey or providing other services.

Principle 3: Conflicts of Interest

- Raters/Home Energy Survey Professionals/Providers shall not accept compensation, financial or otherwise, from more than one interested party for the same service without the consent of all interested parties.
- Raters/Home Energy Survey Professionals/Providers shall inform their clients that they have the right to obtain competitive bids for any work recommended by the rating/home energy survey they provide.
- Raters/Home Energy Survey Professionals/Providers shall not allow an interest in any business to affect the results of the rating/home energy survey.
- Raters/Home Energy Survey Professionals/Providers shall not allow an interest in any business to affect the results of the rating/home energy survey.

Exhibit B

Unless otherwise detailed in this Agreement, pricing will be set based on the estimated and pro-rated number of ratings to be certified or checked for quality assurance during the calendar year as indicated by Party Two in the signature line above using the fee schedule available on NCBPA's website located here: <http://buildingnc.org/resources/providership/>.

Exhibit C

QA Event

Per RESNET National Standard 904.4.2.8, any Rater requiring more than two annual field (equates to over 100 ratings in a year period), QA inspections are eligible to participate in a QA event. The QA event is available for purchase on an individual company basis. Eligible Raters will be reviewed on the following:

- 1) Diagnostic equipment set-up and testing measurements
- 2) Insulation evaluation and R-value determination
- 3) Calculations of gross areas, volume and square footage of the home
- 4) Input and creation of the software rating file and reports