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NCAT HERS RATER AGREEMENT

I, _____, hereafter called the “Rater,” and my employer, _____, agree to function as a Residential Energy Services Network (RESNET) Home Energy Rater in Montana under the RESNET Home Energy Rater Providership of the National Center for Appropriate Technology, hereafter called “NCAT.”

The National Center for Appropriate Technology (NCAT) is a non-profit [501(c) (3)] corporation accredited by RESNET and the Mortgage Industry National Home Energy Rating System as a HERS Provider and HERS Rater Training Provider.

Background and Purpose

The purpose of the NCAT Home Energy Rater Program is to promote improved energy efficiency. The RESNET HERS Rater program provides a nationally recognized uniform method of auditing, assessing, and rating energy efficiency for a residential building. In order to participate in the NCAT Home Energy Rater Program, the Rater must enter into this agreement with the NCAT and meet or exceed the criteria established by NCAT and RESNET.

Agreement Objectives

The objectives of this Agreement are to: (i) ensure that Raters and their employers are aware of their roles and responsibilities, (ii) ensure that homes rated under the program comply with RESNET technical specifications. In signing this agreement, the Rater and his or her employer represent that they understand the program requirements, NCAT’s expectations of Raters, and the roles of the Rater and NCAT as set forth below and as further explained during HERS Rater training provided by or authorized by NCAT and attended by Rater:

NCAT agrees to:

1. Operate the home energy rating program in accordance with RESNET Specifications, as existing and as modified in the future, as the technical specifications for home energy rating efforts in Montana.
2. Provide technical assistance;
3. Provide technical assistance pertaining to home energy rating technical and programmatic issues as requested by the Rater;

4. Perform quality assurance per RESNET specifications to help ensure Rater's work with builders consistently results in homes being built in compliance with the RESNET specifications;
5. Enforce Rater certification revocation according to RESNET Policies and Procedures as well as Rater responsibilities as delineated in this agreement.

Rater agrees to:


1. Conduct rating activities in accordance with NCAT and RESNET policies, procedures, and technical specifications.
2. Perform at least three ratings per in each calendar year.
3. If applicable, rate homes in accordance with USEPA ENERGY STAR New Residential Homes Program and US IRS requirements for the federal tax credit for new residences.
4. Retain a record of rating projects such that NCAT may conduct a thorough quality assurance review of rater performance.
5. Submit electronic or paper forms and information related to ratings conducted as specified by NCAT both in terms of format and timing.
6. Hold in confidence all ratings and all information related to the ratings with the exception of the rating house owner and contractor, as well as any individual(s) delegated by NCAT in writing. All confidentiality obligations identified in the agreement or RESNET policies and procedures shall survive any expiration or termination of this agreement.
7. Shall delegate no work associated with the rating to any other person or company without written permission from NCAT.
8. Insure that the ENERGY STAR label for each home is attached properly to home.
9. Perform ratings using the software designated by NCAT.
10. Ensure that builders correct any energy-related problem in all affected homes due to failure to meet applicable program technical specifications, as identified in the rating process or quality assurance inspection. Applicable programs may include the USEPA ENERGY STAR for Homes Program and the federal New Residential Tax Credit Program.
11. Keep informed as to RESNET policies, procedures, and specifications including modifications that may occur after this agreement is signed.
12. Facilitate NCAT or its contractor's access to the houses rated in order to conduct quality assurance reviews. Rater shall assist with the scheduling and actively participate in the process as requested by NCAT.
13. Satisfy the Rater re-testing and continuing education requirements as defined in the RESNET Policies and Procedures.
14. Accept and abide by the criteria and penalties for non-compliance discovery during quality assurance reviews, including additional quality assurance oversight, and, at NCAT's discretion, removal from approved rater list for what NCAT deems repeated or non-compliance.

15. Sign agreement with builders and other rating clients for rating services with indemnification clause that holds NCAT harmless for losses and claims arising from the work of the rater.
16. Assure quality, promote ethical conduct, centralize rating collection and financially support the rating system.
17. Adhere to the RESNET Rater Code of Ethics.

Effective Date

This agreement shall be in effect for 36 months from the date of signing or until terminated as provided by this agreement.

Fees and Charges

Rater agrees to pay a processing charge per home to NCAT for homes submitted for certification.  Rater understands these fees will be used by NCAT to fund its rating certification and Energy Star labeling efforts, including: program quality assurance testing, technical assistance, specification maintenance, and training. NCAT will establish an initial processing charge and notify the Rater if the charge is modified.

Rater agrees to pay an annual participation fee in order to participate in the NCAT HERS Rater Program. The fee will be established by NCAT.

Relationship

The Rater's relationship to NCAT is that of an independent contractor rendering specifically delegated professional services. The Rater will have no authority to make commitments to others on the behalf of NCAT. Nothing contained herein shall be deemed to create a relationship of employer and employee between the Rater and NCAT.

Insurance

Rater shall maintain General Liability Insurance with a minimum coverage of \$100,000.00.

In order to perform tax credit ratings RESNET requires that the rating firm/individual to carry professional liability insurance in the amount of least \$500,000 in professional liability. The person who is authorized to bind the company must sign and submit to RESNET the following:

“Under the penalties of perjury, I declare that _____ carries a minimum of \$500,000 in professional liability. I also acknowledge that if a rater inaccurately presents facts in support of the certification of the tax credit it could result up to and including RESNET removing its accreditation as a tax credit certifier.”

This declaration must be signed and sent to RESNET prior to the certification of any homes for the tax credit.

Rater shall submit certificates of insurance annually.

Indemnification

The Rater agrees to defend, indemnify and hold harmless NCAT from any and all liabilities, claims, injuries, damages, or other liability arising in tort or breach of contract and resulting from any intentional or negligent acts or failures to act of Rater’s principals, officers, agents or employees relating to this agreement and arising in favor of any person or entity.

LABOR RELATIONS

The Rater shall comply with all applicable federal, state and local statutes, regulations, and ordinances, concerning the employment of employees, working conditions, and payment of wages and benefits.

LAWS AND REGULATIONS

Rater shall comply fully with all applicable Workers’ Compensation requirements, and all other applicable federal, state and local laws, regulations and ordinances.

Rater shall strictly comply with all applicable environmental laws and regulations.

Rater shall be responsible for payment of all taxes, assessments, and contributions, whether local, state or federal in nature, in connection with the performance of the Services, including without limitation, all sales and use tax with respect to labor and materials used to provide the services, and all social security, Medicare and Medicaid, unemployment insurance, and worker’s compensation, and other payroll taxes required to be paid with respect to employees, representatives and direct and indirect agents of Subcontractor. Subcontractor shall hold NCAT harmless from any and all liability on account of any such taxes or assessments.

The Rater shall comply with the Americans with Disabilities Act and all Non-Discrimination, Affirmative Action and Utilization of Minority and Small Business Enterprises statutes, regulations and ordinances.

DOT Drug and Alcohol Regulations: To the extent applicable to the Rater, Rater shall comply with the Drug-Free Workplace Act of 1988 as administered by the U.S. Department of Transportation (DOT) (49 CFR part 29). NCAT shall have the right to request proof of such compliance.

SAFETY

NCAT considers the safety and welfare of all persons, and the preservation of property, paramount in the conduct of business. Rater shall take all necessary precautions in performing the work hereunder to prevent injury to persons or damage to property.

The Rater shall comply with the Occupational Safety and Health Act of 1970, as amended, the Montana Safety Culture Act of 1993, as amended, and all applicable

laws, ordinances, rules and regulations bearing on the safety of persons or property of their protection from damage, injury or loss.

Changes

No changes to or waivers of provisions of this agreement will be valid until they have been reduced to writing, approved and signed by both parties.

Termination

This agreement may be terminated by mutual consent of the parties, or by any party for any reason whatsoever by written notice of termination. The notice of termination should be delivered or mailed to all parties to this agreement and will be effective three days from mailing or if delivered, upon receipt.

Contact Information

The contact person and address for all communications regarding this Agreement shall be:

NCAT: Name – Dale Horton
Email Address – daleh@ncat.org
Address – P. O. Box 3838; Butte, MT. 59702
Telephone Number – 406-494-8653
Fax Number – 406-494-2905

Rater: Name _____
Email Address _____
Home Address _____
Office Telephone Number _____
Cell Phone Number _____

Rater Company:
Company Name _____
Address _____
Office Telephone Number _____

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect, except in writing executed by both parties.

RATER:

Print Rater Name

Company Name

Rater Signature

Company Authorized Representative *Signature*

Date

Date

Rater Title

Company Authorized Representative Title

NATIONAL CENTER FOR APPROPRIATE TECHNOLOGY (NCAT):

Name (print)

Title

Signature

Date