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## NORTHWEST ENERGY STAR HOMES PROGRAM VERIFIER PARTICIPATION AGREEMENT FOR MONTANA

This is an agreement to become a Northwest ENERGY STAR Homes (NWESH) Verifier (“Verifier”) associated with the National Center for Appropriate Technology (NCAT) as the State Certification Organization in Montana. NCAT is a non-profit [501(c)(3)] corporation providing NWESH certification and verification services in Montana. NCAT is performing this work as the NWESH State Certification Organization (SCO) in Montana under contract with the Northwest Energy Efficiency Alliance.

The use of the title “Verifier” incorporates the functions of a “Performance Tester” as used in the NWESH program as it applies to duct and blower door testing. For purposes of this agreement, the Verifier must have successfully completed NWESH Verifier, duct testing, and blower door training.

**Purpose.** The purpose of the NWESH program is to promote improved energy efficiency in new housing through the implementation of a state-level program that is part of the broader national ENERGY STAR Homes program.

NWESH is a multi-year, phased initiative aimed at improving residential new construction building practices. The initiative will promote and facilitate the design and construction of new single-family homes that feature ENERGY STAR lighting and appliances, prescribed building measures, and are performance-tested to ensure increased “whole house” energy efficiency.

**Agreement Objectives.** The objectives of this Agreement are to: (i) ensure that Verifiers and organizations supporting the NWESH program are aware of their roles and responsibilities; and (ii) ensure that homes labeled under the NWESH program comply with the provisions of the program’s technical specifications. In signing this agreement, the Verifier and his or her employer represent that they understand the program requirements, NCAT’s expectations of Verifiers, and the roles of the Verifier and NCAT as set forth below and as further explained during Verifier training sessions provided by or authorized by NCAT and attended by Verifier:

### NCAT Commitments:

1. Use the NWESH Specifications, as existing and as modified in the future, as the technical specifications for the Verification efforts in Montana;
2. Notify the Verifier of modifications to the NWESH Specification;
3. Provide technical assistance;
4. Provide technical assistance pertaining to NWESH verification technical and programmatic issues as requested by the Verifier;

5. Perform quality assurance reviews to help ensure Verifier's work with builders consistently results in homes being built in compliance with the Program specifications; and
6. Enforce verifier certification revocation according to the NWESH Verification Training and Testing Policies and Procedures.

**Verifier Commitments:**

1. Perform project initiation and home certification using the Program's Internet-based database and home tracking system, in accordance with the Program Verification and Certification Plan;
2. Verify that homes are built in accordance with NWESH Program Specifications, which includes the Northwest Builder Option Packages. Verifier will retain paper copies of verification paperwork for at least three (3) years for possible inspection by NCAT;
3. Performance Testing Contractor Partner will adhere to NWESH compliance requirements and complete performance testing as required by the NWESH program;
4. Verifier will verify and performance test at least one (1) home to the NWESH compliance requirements within 12 months of signing this agreement. In any 12 months during which the Verifier does not test at least one (1) home to the Northwest ENERGY STAR Homes compliance requirements, Verifier will no longer be entitled to the benefits described here;
5. Complete and sign both the NWESH electrical box label and the NWESH certificate for each home. Verifier will deliver both the label and certificate to the home's builder; ensure that builders or their subcontractors correct any energy-related problem in all affected homes due to failure to follow the Program's technical specifications, as identified in the verification process, before certification is awarded;
6. Ensure that builders correct any energy-related problem in all affected homes due to failure to follow the Program's technical specifications, as identified in the verification process or quality assurance inspection;
7. Notify NCAT when builders intend to employ energy-related construction methods or materials that deviate from those identified at the time of project initiation;
8. Facilitate NCAT or its contractor's access to the house in order to conduct quality assurance reviews;
9. Satisfy the continuing education requirements as defined in the NWESH Verification Training and Testing Policies and Procedures. It is the Verifier's responsibility to submit documentation of continuing education to NCAT;
10. 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 Verifier list for repeated or flagrant non-compliance; and
11. Sign agreement with builders and other verification clients for verification services with indemnification clause that holds NCAT harmless for losses and claims arising from the work of the Verifier.

**Effective Date.** This agreement shall be in effect for thirty-six (36) months from the date of signing of this agreement or until terminated as provided by this agreement.

**Processing Fee.** Verifier agrees to pay a processing fee per home to NCAT for homes submitted for certification. The Verifier understands these fees will be used by NCAT to fund its

home certification and ENERGY STAR labeling efforts, including program quality assurance testing, technical assistance, specification maintenance, and Verifier training. NCAT will establish the initial processing charge and notify the Verifier if the charge is modified. The processing charge is \$75 per house until the Verifier is notified otherwise.

**Relationship.** The parties agree that their relationship is solely that described in this contract, and that this agreement creates no agency relationship between them such that either party is responsible for the errors or omissions of the other party. In particular, Verifier is not an employee of Agency. Verifier shall hold Agency harmless from any claims resulting from intentional or negligent acts of Verifier. Agency shall hold Verifier harmless from any claims resulting from intentional or negligent acts of Agency.

**Indemnification.** Verifier 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 Verifier's principals, officers, agents or employees relating to this agreement and arising in favor of any person or entity.

**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.

**NCAT Contact Information**

Name – Dale Horton  
Email Address – daleh@ncat.org  
Address – 3040 Continental Drive, Butte, MT 59702  
Telephone Number – 406-494-8653  
Fax Number – 406-494-2905

**Verifier Contact Information**

Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Home Address \_\_\_\_\_  
Office Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_

**Verifier Company Contact Information:**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Office Phone \_\_\_\_\_

By signing this agreement, I represent that the information provided in this agreement is true and I acknowledge that I read, understand, and consent to, the program benefits and requirements of this agreement and of the NWESH program.

**Verifier:**

**Verifier Company:**

\_\_\_\_\_  
*Print Verifier Name*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
*Verifier Signature*

\_\_\_\_\_  
Company Authorized Representative *Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Verifier Title

\_\_\_\_\_  
Company Authorized Representative Title