



U.S. Department of Energy Challenge Home

BUILDER PARTNER AGREEMENT

Contents

Instructions for Partnering with U.S. Department of Energy.....	2
U.S. Department of Energy Challenge Home Terms of the Agreement.....	3
Introduction.....	3
Program Definitions and Eligible Organizations	3
General terms and commitments made between DOE Challenge Home Program and Builder Partners	4
DOE’s Commitments to DOE Challenge Home Builder Partners	4
Builder Partner Commitments	4
General Terms and Conditions.....	5
Dispute Resolution	5
Entry into Force and Duration of Agreement	6
EXHIBIT A: National Program Requirements.....	6
EXHIBIT B: Guidelines for Correctly Using the DOE Challenge Home Name and Logo	7
DOE Challenge Home Marks	7
General Guidelines.....	8
DOE Review Policy	8
Mark Violations.....	9
Incorrect Use of The Certification Mark	9
Writing and Talking About the DOE Challenge Home	9
Using the DOE Challenge Home Mark or Name In Domain Names.....	10
Questions about Using The Marks	10

Instructions for Partnering with U.S. Department of Energy

Organizations interested in partnering with DOE Challenge Home as a Builder Partner should take the following steps:

1. Review the [DOE Challenge Home National Program Requirements](#) and this **Partnership Agreement**.
2. Register at buildings.energy.gov/challenge by entering your contact information online. There must be an authorized signature to accept the terms of the agreement. Additional contacts may be added.
 - Select “Builder” as organization type. Then select builder type from the following: Single-Family, Multifamily, Affordable, Owner/Builder, Manufactured Home Retailer or Installer, or Developer.
 - **IMPORTANT:** You must read and agree to the terms and conditions stated in the Builder Partner Agreement. Click on the toggle next to “I have read and agree to the terms and conditions stated in the DOE Challenge Home Sponsor Partner Agreement.” This serves as your electronic signature. You may access the Partnership Agreement online at any time by logging into your account.
 - Upload your logo for display in the locator tool and to include in customized brochures.
 - Choose all states in which you conduct business for locator tool searches.
 - Select any additional commitments you will meet with your homes: Indoor airPlus, 100% Commitment, WaterSense, Fortified for Safer Living, and/or Quality Management Program.
 - Click register. You will receive an email with a login password asking you to confirm your participation.
 - Your registration will be reviewed by DOE Challenge Home staff. Once approved you are entered into the DOE Challenge Home database and are considered a partner. Your contact information will go live on the DOE Challenge Home locator. You may use your password to login anytime to change contact information or remove yourself from the program.
3. Start building and qualifying homes to meet the challenge.

U.S. Department of Energy Challenge Home Terms of the Agreement

BUILDER PARTNER

Introduction

Through this agreement, the registered organization ("Partner") joins in partnership with the Department of Energy (DOE). Partner recognizes that by accepting this agreement they are expected to construct and verify homes to meet the [DOE Challenge Home National Program Requirements](#).

The DOE Challenge Home offers leading builders a timely solution for differentiating their product from existing homes as well as minimum code new homes. The DOE Challenge Home label – the symbol of excellence in home building - makes it easy for consumers to identify zero net-energy ready homes that are so efficient a small renewable energy system can offset most or all annual energy consumption.

Program Definitions and Eligible Organizations

1. **Eligible organizations:** Builder partners may be any person or entity that constructs single-family homes, multifamily buildings, affordable housing, manufactured homes or develops land.
2. **Definitions:**
 - a. **DOE Challenge Home** is a home that meets all of the criteria found in the [DOE Challenge Home National Program Requirements](#) set forth in Exhibit A. DOE Challenge Homes are verified by a qualified third-party and are at least 40%-50% more energy efficient than a typical new home. This generally corresponds to a [Home Energy Rating System \(HERS\) Index Score](#) in the low to mid-50s, depending on the size of the home and region in which it is built.
 - b. **Zero net-energy ready homes** are so efficient a small renewable energy system can offset most or all annual energy consumption.
 - c. **DOE Challenge Home label** provides a general comparison of DOE Challenge Homes to recent vintage existing homes and Energy Star Homes on relative levels of comfort, indoor environment, durability, advanced technology, construction quality and energy efficiency.
 - d. **DOE Challenge Home certificate** is automatically generated from compliance software. It includes energy savings information as well as a HERS Index Score.

General terms and commitments made between DOE Challenge Home Program and Builder Partners

DOE's Commitments to DOE Challenge Home Builder Partners

1. DOE will work to increase awareness of the DOE Challenge Home Program as the trusted government-backed symbol for zero net-energy ready homes.
2. DOE will provide partners with timely program updates, information, and resources via the DOE web site, webinars, newsletters, e-mail, and presentations.
3. DOE will provide partners with recognition for their participation in the program through vehicles such as the DOE website, awards, and other media.
4. DOE will provide participants with access to the DOE Challenge Home partner logos. The US Department of Energy retains rights to the DOE Challenge Home name, logo and label. Use and reproduction of the logo and graphic without specific authorization and full compliance with 'Brand Identify Guidelines' (Exhibit B) for the DOE Challenge Home are prohibited.
5. DOE will respond swiftly to any requests for information or clarification on program policies.
6. DOE does not provide warrantee and cannot be held liable for construction defects or deficiencies resulting from the proper or improper application of program guidelines.

Builder Partner Commitments

1. Partner shall meet all requirements set forth in Exhibit A: DOE Challenge Home National Program Requirements.
2. Partner shall maintain an active partnership by qualifying at least one home to earn the DOE Challenge Home label within any ongoing 12-month period. Partners not fulfilling this requirement will be deemed 'inactive' and must promptly cease all use of the DOE Challenge Home name and logo, including removal from marketing and point-of-sale materials. DOE will reinstate partner as active upon verification of a labeled home.
3. Partner shall affix a DOE Challenge Home label on all homes that are verified to meet the DOE Challenge Home National Program Requirements and provide a DOE Challenge Home certificate to each homeowner who purchases a qualified new home.
4. Partner shall utilize a DOE registered third-party verifier partner to certify that the home meets all of the DOE Challenge Home National Program Requirements. This includes visual verification and software analysis using RESNET-accredited software and the DOE Challenge Home checklist and report. Third-party verification is required to maintain the integrity of the DOE name. Sampling and all other processes are outlined in the DOE Challenge Home National Program Requirements.

5. Partner shall follow 'Guidelines for Correctly Using the DOE Challenge Home Name and Logo' (Exhibit B) when using DOE Challenge Home name, logo and/or any other associated marketing materials in conjunction with a registered builder or qualified home(s).
6. Partner will participate in a DOE Challenge Home orientation and annual program update hosted by DOE or a DOE sponsor partner.

General Terms and Conditions

1. This agreement is voluntary and may be amended by written agreement between Parties. This agreement may be terminated by either party upon reasonable written notice to the other party.
2. Partners will assume good faith as a general principle for resolving conflicts that may arise in relation to their program partnership and will seek to resolve all matters to preserve maximum public confidence in DOE and the DOE Challenge Home program.
3. Partners shall not construe, claim, or imply that participation in the DOE Challenge Home program constitutes DOE approval, acceptance, or endorsement of anything other than partners' participation in the DOE Challenge Home program. Partnership does not constitute DOE endorsement of the partner, its homes, or services.
4. Partners understand that the activities undertaken in connection with the DOE Challenge Home are voluntary and not intended to provide services to DOE. As such, partners may not submit claims for compensation to DOE in regards to activities related to the Agreement.
5. Partners must adhere to the 'Guidelines for Correctly Using the DOE Challenge Home Name and Logo' and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply.
6. Qualification of a home to earn the DOE Challenge Home label shall not be used by partners to guarantee that it is structurally sound or safe, constructed in accordance with applicable laws, regulations or codes, free of mold or mildew, free of volatile organic compounds or allergens, or free of soil gases including radon.
7. Failure to comply with any of the terms of the Partnership Agreement can result in termination of the organization's partnership and its access to program benefits, including use of the DOE Challenge Home logo.
8. DOE will actively pursue misuse of the DOE Challenge Home name and logo. In cases where an organization is found to be in violation of the federal DOE Challenge Home trademark, DOE may pursue its legal remedies.

Dispute Resolution

1. Partner and DOE will assume good faith as a general principle for resolving conflicts under the DOE Challenge Home program. Both parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in the DOE Challenge Home.

2. In the event informal channels do not produce a mutually agreeable resolution to a matter in dispute, either party to this agreement shall notify the other in writing as to the nature of the dispute, the specific corrective action sought, and their intent to terminate the Agreement, either as a whole or in part, unless specific corrective actions sought are undertaken:
 - a. within 20 days of receiving formal notification from DOE indicating intent to terminate the Agreement, either as a whole or in part, Partner will reply, agreeing to either (1) undertake in a timely and effective manner the corrective actions sought by DOE, or (2) terminate the Agreement, either as a whole or in part;
 - b. within 20 days of receiving formal notification from Partner indicating its intent to terminate the Agreement, either as a whole or in part, DOE will reply, either (1) agreeing to undertake in a timely and effective manner the corrective actions sought by Partner, or (2) explaining why such corrective actions cannot be undertaken;
 - c. if Partner fails to respond within 20 days of receiving formal notification of DOE's intent to terminate the Agreement, either as a whole or in part, or if Partner responds but does not agree to undertake corrective actions sought by DOE, or if Partner agrees but does not initiate the corrective actions in a timely manner, then this agreement is terminated, either as a whole or in part.

Entry into Force and Duration of Agreement

Both parties concur that this agreement and the terms outlined in the supporting documents will be effective when signed electronically by both parties. By completing registration you are electronically signing this agreement, and, as an official representative of your organization, you agree to these terms. By electronically approving your registration, DOE agrees to the terms of this partnership.

The duration of this agreement is one year from DOE's approval of your online registration. The agreement must be maintained with activity and must be renewed annually. Activity is defined as building, designing, selling, training or otherwise contributing to the construction of homes that meet the goals of the DOE Challenge Home.



EXHIBIT A: National Program Requirements

Download National Program Requirements at:

http://www1.eere.energy.gov/buildings/residential/ch_guidelines.html

EXHIBIT B: Guidelines for Correctly Using the DOE Challenge Home Name and Logo

Launched in 2012, the U.S. Department of Energy's (DOE) Challenge Home™ is a new way to easily identify leading edge builders who construct to DOE's strict guidelines for zero net-energy ready homes. DOE Challenge Homes are so energy efficient - at least 40%-50% more energy efficient than a typical new home - that a small renewable energy system can offset most or all of the annual energy consumption. By building homes with extraordinary levels of energy efficiency, comfort, safety, health and durability, DOE Challenge Home partners are saving Americans energy and money, creating jobs and protecting the environment.

The DOE Challenge Home Program is a partnership between businesses and organizations and the Federal government. As part of this partnership, businesses and organizations that register at buildings.energy.gov/challenge and sign a Partnership Agreement can use the DOE Challenge Home name and logo, marks of the U.S. government, to communicate their new home energy efficiency commitment and resulting accomplishments.

These guidelines outline how to use the DOE Challenge Home marks. In addition, these guidelines provide recommendations for what words to use when writing or talking about the DOE Challenge Home program including how to reference the government as a source of authority. Consistently presenting the meaning and benefits of the DOE Challenge Home maintains and builds its values and immeasurably benefits all.

DOE Challenge Home Marks

The DOE Challenge Home marks, each designed for specific purposes, fall under the following categories:

Use the **Certification Mark** as a label on homes that meet or exceed DOE Challenge Home performance guidelines. Uses may include:

- ✓ On a qualifying home;
- ✓ In product literature for a qualifying home;
- ✓ On the Web to identify a qualifying home;
- ✓ In advertisements where it is used near to or on a qualifying home;
- ✓ On sales room and model home materials.



Use the **Partnership Mark** to promote an organization's commitment to and partnership in the DOE Challenge Home Program. Common uses of the Partnership Mark to feature the organization's partnership with DOE include:

- ✓ Business Cards;
- ✓ Web sites;
- ✓ Annual reports.



General Guidelines

Organizations using these marks must abide by the following general guidelines:

- The DOE Challenge Home name and marks may never be used in any manner that would imply DOE endorsement of a company, its products, or its services. Neither the marks nor the DOE Challenge Home name may be used in any other company name, product name, service name, domain name or Web site title.
- The marks may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance.
- The marks may never be used in a manner that would disparage DOE Challenge Home, DOE, or any other government body.
- The marks may never be associated with homes or buildings that do not qualify as DOE Challenge Home.
- Partners and other authorized organizations are responsible for their own use of the DOE Challenge Home marks, as well as use by their representatives, such as ad agencies and implementation contractors.

DOE Review Policy

DOE must approve any major educational or promotional campaigns that feature the DOE Challenge Home name or mark prior to final production or printing. The submitted materials will be reviewed for consistency with these guidelines within two (2) business days of receipt of the materials. Materials should be submitted to your primary program contact.

Mark Violations

DOE will seek to monitor proper use of the DOE Challenge Home name and marks. The following explains the general course of action for addressing mark violations:

- Anyone who misuses the marks will be contacted in writing or by telephone.
- A reasonable amount of time will be given to correct the error(s) per DOE’s discretion. The time frame will be dependent upon the medium in which the violation appeared and the severity of the violation.
- Follow-up will be conducted to ensure that the error(s) has been corrected. Failure to make the required changes may result in termination of a stakeholder’s participation in DOE Challenge Home and/or legal action.

Incorrect Use of The Certification Mark

Please:

- Do not use the Certification Mark on non-qualifying homes or buildings.
- Do not alter the Certification Mark by using the DOE Challenge Home symbol without the messaging block containing the name “DOE Challenge Home.”

When reproducing the marks please:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Do not change the colors of the mark. 2. Do not distort the mark in any way. 3. Do not alter the lock up of the mark. 4. Do not place the mark on a busy image. 5. Do not rotate the mark. 6. Do not separate any of the mark’s elements. 7. Do not substitute any part of the mark. 8. Do not use any other typeface to replace part of the mark. | <ol style="list-style-type: none"> 9. Do not violate the clear space of the mark. 10. Do not skew the mark. 11. Do not change the size of the mark lock up. 12. Do not replace the approved wording. 13. Do not apply the DOE Challenge Home marks in an unapproved color. 14. Do not let text run into the mark. |
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Writing and Talking About the DOE Challenge Home

To maintain and build the value of DOE Challenge Home, DOE recommends terminology to use when writing and talking about elements of the program.

CORRECT	INCORRECT
DOE CHALLENGE HOME	DCH
Certified as a DOE CHALLENGE HOME	DOE CHALLENGE HOME compliant DOE CHALLENGE HOME rated
Homes that have earned the DOE CHALLENGE HOME	DOE CHALLENGE HOME product or products

certification	DOE CHALLENGE HOME equipment
Meeting the DOE CHALLENGE HOME National Requirements	Endorsed by DOE
Homes that earn the DOE CHALLENGE HOME meet strict performance guidelines set by the U.S. Department of Energy	DOE-approved DOE-endorsed
DOE CHALLENGE HOME guidelines DOE CHALLENGE HOME specifications DOE CHALLENGE HOME performance levels	DOE CHALLENGE HOME standards
DOE CHALLENGE HOME partner	DOE CHALLENGE HOME company
Company X, a DOE CHALLENGE HOME Partner	Company X, a company endorsed by DOE
A company participating in the DOE CHALLENGE HOME program	

Using the DOE Challenge Home Mark or Name In Domain Names

Organizations, including partners, may not use the DOE Challenge Home™ trademark as part of an Internet domain name, without authorization from DOE.

The DOE Challenge Home name is a trademark owned by the DOE. Only the DOE is allowed to use, or authorize the use of, the DOE Challenge Home name. The DOE Challenge Home name is not allowed to be used in any other company name, product name, service name, domain name or Web site title.

DOE considers unauthorized use of DOE Challenge Home as part of a domain name, to be an infringement of our trademark rights under the Lanham Act 15 U.S.C. §§ 1051 - 1129 (1999), including the Anti-cybersquatting Protection Act ("ACPA"), 15 U.S.C. § 1125(d)(1)(A). In addition, DOE considers use of DOE Challenge Home as part of a domain name to be a violation of the Uniform Dispute Resolution Policy ("UDRP") that is incorporated into each domain name's registration agreement.

Questions about Using The Marks

If you have questions regarding the use of the marks, please contact your primary program representative.