



## U.S. Department of Energy Zero Energy Ready Home™

# BUILDER PARTNER AGREEMENT

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## Instructions for Partnering with U.S. Department of Energy

Organizations interested in partnering with DOE Zero Energy Ready Home™ as a Builder Partner should take the following steps:

1. Review the ***DOE Zero Energy Ready Home National Program Requirements*** and this **Partnership Agreement**.
2. [Register](#) 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 Zero Energy Ready Home 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: 100% Commitment, WaterSense, Fortified for Safer Living, PHIUS+, 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 Zero Energy Ready Home staff. If your registration is approved you will be entered into the DOE Zero Energy Ready Home database and are considered a partner locator. Your contact information will go live on the DOE Zero Energy Ready Home locator. You may use your password to login anytime to change contact information or remove yourself from the program. Should you choose to discontinue the partnership, please allow reasonable notice and a written rationale for discontinued participation.
3. Start building and certifying homes.
4. Review the ***Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo*** and use the logos, labels and other materials to market and sell your homes. These are available by logging in to your partner account.

# DOE Zero Energy Ready 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 it is expected to construct and certify homes to meet the *DOE Zero Energy Ready Home National Program Requirements*.

The DOE Zero Energy Ready Home offers leading builders a timely solution for differentiating their product from existing homes as well as minimum code new homes. The DOE Zero Energy Ready Home label – the symbol of excellence in home building - makes it easy for consumers to identify zero 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 Zero Energy Ready Home** is a home that meets all of the criteria found in the *DOE Zero Energy Ready Home National Program Requirements* set forth and updated on the [DOE Zero Energy Ready Home website](#). DOE Zero Energy Ready Homes are verified by a registered third-party verifier partner 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 energy ready homes** are so efficient a small renewable energy system can offset most or all annual energy consumption.
  - c. **DOE Zero Energy Ready Home logo** distinguishes certified homes as being among the top performing homes in the nation.
  - d. **DOE Zero Energy Ready Home certificate** is automatically generated from compliance software. It includes energy savings information as well as a HERS Index Score.
  - e. **DOE Zero Energy Ready Home verification form** provides information needed to calculate program savings. It can be generated from compliance software.

## General terms and commitments made between DOE Zero Energy Ready Home Program and Builder Partners

### ***DOE's Commitments to DOE Zero Energy Ready Home Builder Partners***

1. DOE will work to increase awareness of the DOE Zero Energy Ready Home Program as the trusted government-backed symbol for zero 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 Zero Energy Ready Home partner logos. The US Department of Energy retains rights to the DOE Zero Energy Ready Home name, logo and label. Use and reproduction of the logo and graphic without specific authorization and full compliance with *Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo* for the DOE Zero Energy Ready Home are prohibited.
5. DOE will respond swiftly to any requests for information or clarification on program policies.
6. DOE does not provide warranty 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 the *DOE Zero Energy Ready Home National Program Requirements*.
2. Partner shall maintain an active partnership by qualifying at least one home to earn the DOE Zero Energy Ready 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 Zero Energy Ready 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 Zero Energy Ready Home label on all homes that are verified to meet the *DOE Zero Energy Ready Home National Program Requirements* and provide a DOE Zero Energy Ready 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 Zero Energy Ready Home National Program Requirements*. This includes visual verification and software analysis using RESNET-accredited software and the DOE Zero Energy Ready 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 Zero Energy Ready Home National Program Requirements.

5. Partner shall follow *Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo* when using DOE Zero Energy Ready 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 Zero Energy Ready Home orientation and annual program update hosted by DOE or a DOE training 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, with no penalty.
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 Zero Energy Ready Home program.
3. Partners shall not construe, claim, or imply that participation in the DOE Zero Energy Ready Home program constitutes DOE approval, acceptance, or endorsement of anything other than partners' participation in the DOE Zero Energy Ready Home program. Partnership does not constitute federal government endorsement of the partner, its homes, or services.
4. Partners understand that the activities undertaken in connection with the DOE Zero Energy Ready Home are voluntary and not intended to provide services to the federal government. As such, partners may not submit claims for compensation to any federal agency in regards to activities related to the Agreement.
5. Partners must adhere to the *Guidelines for Correctly Using the DOE Zero Energy Ready 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 Zero Energy Ready 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. This Agreement is strictly for internal purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

### ***Dispute Resolution***

Partner and DOE will assume good faith as a general principle for resolving conflicts under the DOE Zero Energy Ready Home program. Both parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in the DOE Zero Energy Ready Home. Parties agree to seek to mutually resolve

any matter in dispute. The Agreement may be terminated by reasonable advance written notice of intent to terminate by either party.

### ***Entry into Force and Duration of Agreement***

Both parties concur that this agreement and the terms outlined in the supporting documents, including *DOE Zero Energy Ready Home National Program Requirements* and *Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo*, 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, certifying, training or otherwise contributing to the construction of homes that meet the goals of the DOE Zero Energy Ready Home.*

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