

NORTHWEST



ENERGY STAR® Homes Northwest BUILDER PARTNERSHIP AGREEMENT

This is an Agreement to become a builder partner in the ENERGY STAR Homes Northwest Program, which is administered by the Northwest Energy Efficiency Alliance. The ENERGY STAR Homes Northwest program is offered in the states of Idaho, Montana, Oregon and Washington to bring ENERGY STAR qualified homes to home buyers throughout the Northwest.

COMPANY INFORMATION (as you would like it to appear on the ENERGY STAR website)

Business Name _____
Address _____ City/State/Zip _____
Phone _____ Fax _____
Email _____ Website _____

Regional area(s) served: (check as many as apply)
 NW Oregon Puget Sound E Washington / N Idaho
 SW Oregon SW Washington S Idaho
 Central Oregon Central Washington Montana
 E Oregon

Please indicate the type of site-built home builder you are: (select only one)
 Local Builder/Developer Division/Subsidiary Corporate (National) Custom/Homeowner
Number of years in business: _____ Average number of homes built per year: _____

100% Commitment Option. Builders interested in special recognition can commit to building and labeling 100% of their homes ENERGY STAR. This commitment will be denoted with a special 100% icon on the national ENERGY STAR for Homes Website partner locator tool once two ENERGY STAR qualified homes have been reported to the U.S. Environmental Protection Agency. To make this commitment, please initial here: _____

CONTACT INFORMATION

Marketing / Sales Contact (please print)

Name _____ Title _____
Phone _____ E-mail _____

Authorized Company Representative (please print)

Name _____ Title _____
Phone _____ E-mail _____

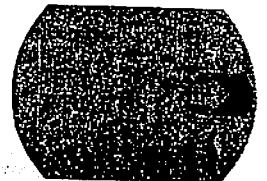
By signing this Agreement, I represent that the information provided in this Application is true and I acknowledge that I read, understand, and consent to, the Program Benefits and Requirements located on the back of this Application, as well as the ENERGY STAR Homes Northwest Certification Requirements. I also understand that by signing this agreement, I will become a partner in the national ENERGY STAR program, managed by the U.S. Environmental Protection Agency.

Signature _____ Date _____

CONTACT

ENERGY STAR Homes Northwest
1400 SW 5th Ave., Suite 700
Portland, OR 97201

Fax: (877) 501-9629
Phone: (877) 298-2172
Email: info@northwestenergystar.com



With support from



ENERGY STAR[®] Homes Northwest PROGRAM BENEFITS & REQUIREMENTS:

1. Builder Partner will be listed on the ENERGY STAR Homes Northwest website as a participating builder.
2. Builder Partner will be offered training and information in energy efficient technologies and installation techniques.
3. Builder Partner will be offered cooperative marketing funds, model home support and other regional marketing tools.
4. Builder Partner will adhere to ENERGY STAR Homes Northwest Compliance Requirements and completed verification by an ENERGY STAR Homes Northwest approved verifier.
5. Builder Partner will build at least one (1) home to the ENERGY STAR Homes Northwest Compliance Requirements within 12 months of signing this agreement. In any 12 months during which the Builder Partner does not build at least one (1) home to the ENERGY STAR Homes Compliance Requirements, Builder Partner will no longer be entitled to the benefits described here.
6. This agreement is voluntary and can be terminated by either party at any time for any reason, with no penalty.

National ENERGY STAR For Homes TERMS & COMMITMENTS:

ENERGY STAR's Commitments to Partners

1. Increase awareness of the ENERGY STAR label by distributing key messages on the benefits of ENERGY STAR qualified homes and homes-related products.
2. Provide (via the ENERGY STAR Website, Hotline, e-mail or other means) current ENERGY STAR news, information, and reference documents.
3. Provide ENERGY STAR Partners with public recognition through the online ENERGY STAR partner locator tool, special awards, and other media for their involvement in ENERGY STAR and role in protecting the environment.
4. Respond expediently to any Partner requests for information or clarification on ENERGY STAR policies.

General Commitments for ENERGY STAR Partners

1. Use the Partnership and the ENERGY STAR label to promote energy efficiency as an easy and desirable option for new home buyers to prevent pollution, protect the environment, and save on energy bills.
2. Adhere to the ENERGY STAR Identity Guidelines (available at www.energystar.gov/logos) and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply.
3. Adhere to the ENERGY STAR Web Linking Guidelines (available at www.energystar.gov/partners). Failure to do so can result in the loss of linking privileges from the ENERGY STAR Website.
4. Qualify at least one ENERGY STAR labeled home within any ongoing 12-month period. Partners not fulfilling this requirement will be deemed 'inactive,' thereby forfeiting all rights to the ENERGY STAR name and logo, their listing on the online ENERGY STAR partner locator tool, and any inclusion in ENERGY STAR promotional materials.
5. Affix an ENERGY STAR label to all homes that are independently verified to meet the ENERGY STAR performance guidelines.
6. Clearly inform home buyers when their new homes have qualified for the ENERGY STAR label and be able to describe the features and benefits of these ENERGY STAR labeled homes.
7. Provide a home energy rating report or relevant Builder Option Package for any labeled home upon EPA's request

General Terms and Disclaimers

1. Partner will not construe, claim, or imply that its participation in ENERGY STAR constitutes federal government approval, acceptance, or endorsement of anything other than the Partner's commitment to ENERGY STAR. Partnership does not constitute federal government endorsement of the Partner or its homes or services.
2. Partner understands that the activities it undertakes in connection with ENERGY STAR are voluntary and not intended to provide services to the federal government. As such, the Partner will not submit a claim for compensation to any federal agency.
3. Partner and ENERGY STAR will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in ENERGY STAR.
4. This agreement is voluntary and can be terminated by either party at any time for any reason, with no penalty.
5. Failure to comply with any of the terms of this Partnership Agreement can result in its termination and cessation of access to the benefits of ENERGY STAR, including use of the logo marks.
6. ENERGY STAR will actively pursue resolution of noncompliance related to the use of the ENERGY STAR marks.