



## LEED® GREEN RATER AGREEMENT

**BY ACCEPTING THIS LEED GREEN RATER AGREEMENT ("AGREEMENT") LEED GREEN RATER ACKNOWLEDGES THAT THEY ARE FULLY AWARE OF AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS, AND PROVISIONS, AND ARE HEREBY ENTERING INTO A LEGALLY BINDING AGREEMENT.**

This LEED Green Rater Agreement (this "Agreement") is entered into by and between \_\_\_\_\_ ("Green Rater" or "You") and Green Business Certification Inc. ("GBCI"), a non-profit corporation of the District of Columbia located at 2101 L Street, NW, Suite 500, Washington, DC 20037, and constitutes a binding agreement between Green Rater, on the one hand, and GBCI, on the other hand.

- 1. PURPOSE.** The purpose of this Agreement is to establish the terms and conditions required for conferring the recognition of "LEED Green Rater" for GBCI's administration of the LEED for Homes and LEED for Residential Rating Systems (collectively, "LEED Residential"). These rating systems are found here: <https://www.usgbc.org/credits>:
  - a. LEED BD+C: Homes v4
  - b. LEED BD+C: Multifamily Midrise v4
  - c. LEED Residential BD+C: Single Family v4.1
  - d. LEED Residential BD+C Multifamily v4.1
  - e. LEED Residential BD+C: Multifamily Core and Shell Development v4.1
- 2. THE PROGRAM.** GBCI administers and confers certification under LEED Residential (the "Program") under license from the U.S. Green Building Council, Inc.® ("USGBC") a non-profit corporation of the District of Columbia located at 2101 L Street, NW, Suite 500, Washington, DC 20037. Under the Program, GBCI reviews documentation submitted by clients, including that submitted by the Green Rater, to determine if a building complies with the requirements of LEED Residential. The purpose of the Green Rater in the Program is for an impartial agent to verify that the selected LEED Residential requirements are in fact physically installed and incorporated in the building and that prerequisites and credits in LEED Residential have been achieved.
- 3. TERM.** This Agreement shall begin upon Green Rater's acceptance and signature and remain in place for two years unless earlier terminated as provided herein. GBCI may renew this Agreement for renewal periods of two-year terms so long as Green Rater maintains the Minimum Qualifications outlined in section 4.
- 4. MINIMUM QUALIFICATIONS**
  - a. You hereby affirm that you possess and will continue to possess the minimum qualifications to be listed as an approved LEED Green Rater by GBCI which include:

- i. Holding a current LEED AP Homes or LEED AP BD+C credential, as issued by GBCI;
- ii. Completing the most current version of the LEED Green Rater training and pass the assessment;
- iii. Having at least three years of relevant onsite work experience in the field of residential construction (e.g. energy rater, general contractor, building inspector, etc.);
- iv. Having a thorough understanding of basic building science in the areas of building envelope, heat transfer, moisture transfer and air transfer, as demonstrated through at least one CEU for each topic area;
- v. Meeting GBCI quality metrics and abiding by the conflict of interest policies outlined in the LEED Residential Quality Assurance Manual;
- vi. Meeting the requirements for a minimum amount of LEED Green Rater activity (verify 2 projects every 2 years);
- vii. Signing this Agreement and paying any then-applicable fees due for GBCI's recognition of You as a Green Rater.

Additional supplemental qualifications include those listed in GBCI's *LEED Residential Quality Assurance Manual* ("Quality Assurance Manual"), Section 1.5, and those set forth in the *LEED Residential Rating Systems and Reference Guides* which are incorporated by reference.

- b. You acknowledge that you have read and understood the LEED Residential Quality Assurance Manual and the applicable LEED Rating System. You understand and agree that from time to time each shall be updated, that you shall check for such updates often, but no less than quarterly, and that you shall be bound by each such updates.
- c. You acknowledge and agree to comply with the requirement to work with a licensed LEED Residential Provider at all times. You may not advertise or serve in the role of a LEED Green Rater without working in concert with a licensed LEED Residential Provider Organization.
- d. You acknowledge and affirm that GBCI's approval is in no way an endorsement regarding your professional fitness. Other than Green Rater's licensed and permitted use of the marks "LEED Green Rater" as described herein, you agree that at no point will you affirm or state that you have received any further endorsement from GBCI or USGBC.
- e. You warrant that you shall maintain knowledge of all current LEED Residential requirements, and any other guidance published by GBCI or USGBC. You shall apply the guidance documents provided by GBCI, which include, but are not limited to, the most recent versions of the following:
  - i. LEED Residential (including any applicable Reference Guides thereto)
  - ii. LEED Residential Quality Assurance Manual
  - iii. Guide to Certification: LEED Residential; and
  - iv. LEED Submittal Templates and Tools

## 5. GRANT OF LICENSE

GBCI is granted a license by the U.S. Green Building Council ("USGBC") to utilize and confer rights in certain marks owned by USGBC including, but not limited to, the "LEED" trademark. To the

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extent You meet all qualifications required of a LEED Green Rater, GBCI hereby grants you a limited, world-wide, nonassignable and nonsublicensable license to use and display the word mark “LEED Green Rater” word mark and associated graphic logo (collectively, the “Marks”) during the term of this Agreement under the following conditions:



- a. The license to the Marks begins only after GBCI has determined that you have completed the required training, assessment, and signed the Agreement.
- b. Your license to the Marks will continue so long as you meet the criteria described in the LEED Residential Quality Assurance Manual.
- c. Your license will end upon your failure to meet the criteria described in the LEED Residential Quality Assurance Manual or upon termination of this Agreement by either you or by GBCI.

Upon termination of the license, you agree to immediately cease using the Marks. At no time may you use the Marks to imply the endorsement of your services by GBCI or by USGBC. You acknowledge and agree that any unauthorized use of these Marks by you constitutes both intellectual property infringement and a breach of this Agreement. In connection with all use of the Marks as set forth herein, you agree to use the Marks in accordance with all applicable laws, rules and regulations.

Upon termination of this Agreement, all of your rights to use the Marks pursuant to the license granted in this Agreement will terminate and you must immediately discontinue all use and display of the Marks. Upon termination, you agree that you shall make no reference to your prior participation in the Program

In addition, you agree to comply at all times with the Trademark Policy relating to the Marks as published by GBCI and as may be updated from time to time (the “Trademark Usage Policy”), and any other reasonable related standards associated with the use of the Marks as provided by GBCI in writing to you. The Trademark Usage Policy is available at: <https://www.usgbc.org/resources/usgbc-trademark-policy-and-branding-guidelines>.

You hereby agree to check for updates often.

All rights not expressly granted herein are reserved by GBCI and USGBC, and no license is granted hereunder for the use of the Marks for any purpose beyond the uses set forth in this Agreement, or to any other intellectual property of GBCI or USGBC. You acknowledge that the Marks and the goodwill associated therewith possess special, unique, and extraordinary characteristics, which make difficult the assessment of monetary damages that GBCI and USGBC would sustain as a result of your unauthorized use of the Marks. You recognize that GBCI and USGBC would suffer irreparable injury by such unauthorized use and agree that injunctive and other equitable relief is appropriate in the event of a breach by you of any of the terms of the license herein conferred on you. Such remedy shall not be exclusive of any other remedies available to GBCI and USGBC, nor shall it be deemed an election of remedies by GBCI or USGBC.

## **6. CONTINUED RECOGNITION**

To maintain recognition from GBCI, you agree to maintain current familiarity and sufficient

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expertise to verify compliance with LEED Residential, continue to meet GBCI quality and customer satisfaction ratings, and meet all criteria outlined in the *Quality Assurance Manual*.

As a condition of continued recognition as a LEED Green Rater, you agree that you shall disclose to GBCI any and all any elements of a Project during the performance of your obligations as a LEED Green Rater that are noncompliant with the LEED Residential requirements.

You bear the burden for demonstrating and maintaining continuous compliance with this Agreement and all relevant GBCI and USGBC policies and procedures. If you fail to do so, GBCI may immediately terminate this Agreement and its recognition of you, and GBCI may remove your name from its list of recognized LEED Green Raters.

#### **7. TERMINATION OF RECOGNITION.**

GBCI shall annually audit some or all of its recognized LEED Green Raters for adherence to the *Quality Assurance Manual*. If you are found to be deficient on the basis of such audit (as more fully set forth in the *Quality Assurance Manual*), GBCI may terminate this Agreement and its recognition of Green Rater and remove you from its list of recognized LEED Green Raters. GBCI may also terminate this Agreement if, in its sole discretion, GBCI determines that you have failed to meet the required qualifications for initial or continued recognition. You may terminate this Agreement at any time upon thirty (30) days written notice to GBCI. In the event this Agreement is terminated by either you or GBCI, your right to reference yourself as a LEED Green Rater will terminate and you must immediately discontinue any such reference.

#### **8. VERIFICATION SERVICES**

To the extent you offer verification services under the Program, you understand and agree that you will only do so as an employee or contractor of a LEED Residential Green Rater Organization, and that any compensation for your services must be billed from a LEED Residential Green Rater Organization directly and independently of your recognition by GBCI. You agree that you shall indemnify and hold harmless GBCI and USGBC from any claims arising out of the actions or inactions you undertake as a LEED Green Rater. You also acknowledge that while there may be fees associated with your verification services, that such fees are not included in the scope of this Agreement.

#### **9. LEED GREEN RATER RATINGS**

You acknowledges that any of your clients will have the right and opportunity to provide you with a corresponding rating on the GBCI website. This rating will range from 1 to 5, with 5 being the highest. Your scores will be based on the average score taken from all client ratings. You acknowledge and affirms that the ratings themselves and the views, information, or opinions expressed therein, belong solely to the clients and do not necessarily represent those of GBCI, USGBC, or their employees. You acknowledge that GBCI will evaluate the quality of all submissions and that the submissions must meet GBCI's quality thresholds as outlined in the *Quality Assurance Manual*.

#### **10. WARRANTIES**

You hereby warrant that you will offer verification services only to those buildings about which you are knowledgeable and for which you are competent to perform. The full text of LEED for Residential Rating System is published and available for review at the USGBC website. You

hereby represent and warrant that you have fully reviewed and understand LEED requirements and agree to check for updates often.

Upon your acceptance of this Agreement, GBCI will add your name to the list of LEED Green Raters recognized by GBCI, which is available on <https://www.usgbc.org/people>. Your name will be listed on the website so long as you i) maintain the minimum average GBCI quality rating of at least 4 and ii) comply with all other terms set forth in this Agreement. You acknowledge that GBCI may, in its discretion, audit the GBCI internal quality ratings to ensure that you are meeting these requirements.

#### **11. INDEMNIFICATION.**

You agree to indemnify, defend and hold harmless GBCI, USGBC and each of their respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors from and against all claims, actions, suits, losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses arising out of or relating to your breach of any of the representations, warranties or obligations set forth herein.

#### **12. MODIFICATION OF TERMS.**

You agree that GBCI or USGBC may change any policy or guideline at any time as set forth in this Agreement and incorporated herein in their reasonable discretion. GBCI and/or USGBC will provide at least 90 days' notice of any material modification to this Agreement; however, you agree to check for updates to LEED Residential and the *Quality Assurance Manual* often to be certain you are informed of all updates to the LEED rating systems and related guidebooks. Your ongoing use of the Marks constitutes your acceptance of all such changes which were made, and any related amendment of this Agreement.

#### **13. NOTICES.**

GBCI expects to be in regular communication with you regarding your participation in the Program. Such communications will occur via email exchange and/or through your Application(s). However, notices required by this Agreement must be communicated as follows:

Notices To You – GBCI shall send all notices to you at the email addresses provided by you to GBCI. Such notices shall be effective when sent. You agree to provide GBCI with up-to-date contact information for the duration of this Agreement.

Notices To GBCI –You must provide written notice to GBCI by email with delivery confirmation, and by certified mail with return receipt requested. Such communications shall be effective when actually received and must be addressed as follows:

Mailing Address: **Green Business Certification Inc.**

**Attn: General Counsel**

**2101 L Street, NW, Suite 600**

**Washington, DC USA 20037**

Email address: **legal@gbci.org**

#### **14. GOVERNING LAW**

This Agreement, and all of your rights and duties and the GBCI Indemnities arising out of or related to the Program, shall be governed by the laws of the District of Columbia, United States of America, without regard to its conflicts of law rules.

#### **15. ENTIRE AGREEMENT**

This Agreement (including all Exhibits, Schedules, documents and information accessible through hyperlink or referencing a URL (the “Ancillary Documents”), which are hereby incorporated herein and made a part hereof) constitutes a fully integrated agreement that supersedes any and all prior agreements between you and GBCI concerning the LEED Green Rater. You agree to comply with and be bound by the terms, conditions and provisions of all the Ancillary Documents whether or not any particular condition or provision is referenced in this Agreement. The Ancillary Documents are intended to be complementary and interpreted in harmony.

#### **16. MODIFICATION AND WAIVER**

The Ancillary Documents may be amended by GBCI as described in this Agreement, Otherwise, this Agreement may only be modified in writing and all such written modifications must be signed by you and GBCI’s then-current President & CEO or General Counsel.

#### **ACCEPTED AND AGREED TO:**

**Green Business Certification Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date