

# Verifier Agreement

## Verifier Agreement for Verification and Registration of Homes Built to Green Built Gulf Coast Construction Protocol

This Verifier Agreement for verification and registration of homes built to the Green Built Gulf Coast program is made between (Verifier) and the Greater Houston Builders Association (GHBA). The GHBA is the controlling entity of the Green Built Gulf Coast program (GBGC) and is a third party beneficiary to this Agreement as an adopting entity of the ICC 700.

### Statement of Purpose:

Verifier's purpose is to provide quality assurance on every home built to the GBGC program's Construction Protocol (Protocol), as it stands or may be amended, to timely and accurately report data about those homes, and pay the applicable registration fee to the GHBA in order for the Builder to represent, in any way, that these homes are eligible to use the GHBA's Green Built Gulf Coast brand and for any recognition as such that the GHBA may provide.

Parties, other than Verifier, responsible for verification of specific provisions of the Protocol shall be identified in a separate Builder Agreement, made between Verifier and the Verifier's Homebuilder Client (Builder), which shall be read together with Verifier's responsibilities under this Agreement.

### Section 1 - Verifier Qualifications and Ethical Standards

1.1 Verifier shall be enrolled as a Verifier Member of the GHBA's Green Built Gulf Coast program.

1.2 Verifiers shall meet and submit documentation to GHBA for approval of at least one of the construction prerequisites:

- 1.2.1 Sustainable construction consulting or training for an accredited institution or program
- 1.2.2 Residential design or architectural work as primary work for the last 5 years
- 1.2.3 Licensed and qualified home inspector in good standing for at least 5 years
- 1.2.4 5 years of professional field experience in green/sustainable residential construction

1.3 Verifiers shall also meet and submit documentation to GHBA for approval of at least one of the following prerequisites for experience in green building:

- 1.3.1 NAHB designation as a Certified Green Professional or Master Certified Green Professional
- 1.3.2 Professional certification from Green Advantage
- 1.3.3 NARI Green Building Certification
- 1.3.4 RESNET HERS Rater Certification in good standing or Field Inspector certification in good standing
- 1.3.5 LEED Accredited Professional Certification in good standing
- 1.3.6 Experience as a green building verifier in good standing for another program for at least two years
- 1.3.7 Other accredited Green Verifier Certification as approved by the GHBA

1.4 Verification Company shall pay an Annual Participation Fee of \$250.

1.5 Each Verification Company shall provide proof that at least one person from that Company has completed and passed the ICC 700 code certification test.



1.6 All Verifiers shall complete Green Built Gulf Coast (GBGC) Verifier Training Education Course to be provided by the GHBA. Annual participation fee covers up to three verifiers.

1.7 All Verifiers shall have access to a copy of the *National Green Building Standard*™ ICC 700 code and commentary. The Standard and Commentary may be purchased at the GHBA.

1.8 All Verifiers shall complete at least four (4) hours per year or eight (8) hours in two years of continuing education as approved by the GHBA.

1.9 Verifier shall remain objective and neutral when verifying the Protocol and reporting data to the GHBA.

1.10 Verifier shall not engage in any conduct that is detrimental to the GHBA or the best interests of its GBGC program.

1.11 Verifier shall make no representations regarding their services or qualifications to the GHBA or the Builder that are false or misleading in any material respect.

1.12 Verifier shall fully disclose to the Builder all applicable charges, including services to be provided under the Builder Agreement and any Registration Fee assessed by the GHBA upon the Verifier that may be passed on to the Builder.

1.13 Verifier shall avoid conflicts of interest with regard to their professional activities and financial interests.

1.14 Verifier shall not allow an interest in any business to affect the results of their verification of a home.

1.15 A Verifier, including Verifier's employees may not be affiliated with or have or derive any financial interest from or be a partner of the Builder whose home they are providing services for, save and except for fees charged and paid for verification services under the GBGC program.

1.16 Verifier attests that their employees can competently assess that a home is in compliance with the provisions of the Protocol that they are responsible for under the Builder Agreement.

1.17 Verifier acknowledges that the GHBA reserves the right to implement mandatory educational requirements to ensure that Verifier's employees can competently assess a home's compliance with the Protocol and comply with other provisions listed in this Agreement.

1.18 Verifier acknowledges that the GHBA reserves that right to ask Verifier to produce evidence of professional certification indicative of competence to perform the duties required under this Agreement.

## **Section 2 - Information Collection and Reporting Process**

2.1 Verifier is responsible for providing the required information to the GHBA about each home built to the GBGC program's Construction Protocol (Protocol) by their Builder Client operating under the Builder Agreement.

2.2 Verifier agrees to meet or exceed the requirements of the latest version of the [GBGC Program Guidelines](#).

2.3 Verifier shall register each home to be built by the Builder under the Builder Agreement to the GHBA upon or before completion, to Verifier's satisfaction, of the Rough-In Inspection as outlined in the [GBGC Program Guidelines](#). The required information shall be set forth in electronic software developed by the GHBA, which the Verifier shall use to provide this required information.

2.4 Verifier agrees to pay the GHBA the required Registration Fee listed in the Builder Agreement for each home verified under the Builder Agreement. The Registration Fee shall be paid to the GHBA at time of completion.

2.5 Upon verification, to Verifier's satisfaction, of the Final Inspection Items identified in the Builder Agreement, Verifier shall utilize the GHBA's electronic software to indicate that the home has reached "Completed" status.



2.6 Verifier hereby agrees that all information submitted to the GHBA under the Builder Agreement shall be accurately and timely reported. The GHBA reserves the right to reject information that is inaccurately submitted and require that Verifier immediately correct the error.

### **Section 3 - Representation**

3.1 Verifier acknowledges that they are an independent entity and are not an agent, partner, joint venturer, nor employee of the GHBA.

3.2 Verifier shall not knowingly misrepresent any information concerning the GHBA or its GBGC Program, including its purpose, policies, procedures, and any determinations regarding its Construction Protocol.

3.3 Verifier acknowledges and understands that Verifier is solely responsible for the accuracy of any and all information submitted by the Verifier into the GHBA's electronic software.

3.4 Verifier's participation in GBGC does not constitute an endorsement of any kind on the part of the GHBA. As such, Verifier shall not state or imply such endorsement, either directly or indirectly.

3.5 The GHBA GBGC Program is a partnership between businesses, organizations, and the GHBA. As part of this partnership, businesses and organizations can use the GBGC logo as part of their energy efficiency and environmental activities. The GHBA shall actively monitor proper use of the logo and Program materials. Failure to comply with the GHBA GBGC Program Guidelines may result in the termination of the partner's participation in the Program and/or legal action. Businesses and organizations using the logos shall abide by the following guidelines:

3.5.1 The name and logo of GBGC shall never be used in any manner that would imply the GHBA endorsement of its products or its services. Neither the Program name nor the Program logo may be used in any other company name, product name, service name, domain name, or website title.

3.5.2 The GBGC logo may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance.

3.5.3 The GBGC logo may never be associated with products or homes that do not meet all of the criteria for the Program.

3.5.4 The GBGC Program name and/or logo may never be used in a manner that would disparage the GHBA or its members.

3.5.5 Partners and other authorized organizations are responsible for their own use of the GBGC logo, as well as use by their representatives, such as advertising agencies and implementation contractors.

3.5.6 Participants shall be in good standing with the GHBA and the GHBA's GBGC Program to use the logo, Program name, or other promotional materials in their own marketing program(s).

3.5.7 The GBGC logo and name may only be used by authorized participants of the Program. This means an Agreement document shall be signed and fees are current.

### **Section 4 - Agreement Term & Modification**

4.1 This Agreement shall remain in effect until terminated under Section 5 of this Agreement.

4.2 Verifier acknowledges that the GHBA reserves the right to modify or terminate this Agreement at any time as set forth in Section 5 of this Agreement.

4.3 Verifier acknowledges that rules and regulations regarding the GBGC Program, its Construction Protocol, and information required from Verifier under this Agreement are subject to change by the GHBA without prior notice.



4.4 Verifier is encouraged to assist the GHBA Green Building Committee with their ongoing development of the GBGC Program Guidelines by identifying items within the Protocol that may require additional definition or clarification.

4.5 The GHBA reserves the right to amend, modify, or alter the GBGC as needed to meet the local market conditions.

## **Section 5 - Quality Control & Termination for Non-Compliance**

5.1 Verifier acknowledges that the GHBA reserves the right to engage an independent third party to assess the verification processes including, but not limited to, Verifier's adherence to the compliance procedures outlined in the Builder Agreement.

5.2 The GHBA reserves the right to terminate this Agreement and Verifier's participation in Green Built Gulf Coast at any time if the GHBA determines, in its sole discretion, that Verifier is not in compliance with (i) this Agreement or (ii) any Builder Agreement Verifier has entered into, or (iii) for any other factors as determined by the HBA.

5.3 Grounds for termination include but are not limited to (i) failure of Verifier to submit required documentation to the GHBA, (ii) failure of the Verifier to timely pay the Registration Fee required under Section 2 of this Agreement, or (iii) failure of the Verifier to comply with any other provision set forth in this Agreement or protocol or other Builder Agreement Verifier has entered into.

5.4 Verifier acknowledges that termination under Section 5.2 of this Agreement precludes them any further performance under any and all Builder Agreements that they have or shall enter into.

5.5 No earlier than 30 days after Verifier is terminated under Section 5.2 of this Agreement, Verifier may apply for reinstatement into Green Built Gulf Coast and be eligible to re-enter into this Agreement, upon proving, to the GHBA's satisfaction, that the circumstances causing the original grounds for termination have been rectified. Reinstatement into the Program is discretionary as determined by the GHBA on a case-by-case basis and Verifier has no right under this Agreement to reinstatement.

## **Section 6 - Limitation of Liability**

6.1 INDEMNITY: Verifier agrees to indemnify and hold harmless the GHBA and all of its officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation, arbitration, court costs, and attorney's fees arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property arising from or related to this Agreement, arising from compliance or non-compliance with the Green Built Gulf Coast Construction Protocol or inspections conducted under or pursuant to the Program, VERIFIER AGREES TO INDEMNIFY THE GHBA FOR THE GHBA'S OWN NEGLIGENCE. Verifier also agrees to indemnify and hold harmless the GHBA, for any determinations made by the GHBA with regard to any provisions of the Protocol, Verifier and the Builder are solely responsible for the home's as-built compliance or non-compliance with the Protocol. Therefore, the GHBA makes no representations or certifications, express or implied, regarding homes reported by the Verifier other than that the Verifier and the Builder attest that the home, to the best of their knowledge, has been built or is being built pursuant to the terms and conditions of the Protocol.

6.2 In no event shall the GHBA be liable for indirect, incidental, special or consequential damages whatsoever arising out of or related to this Agreement, even if the GHBA is advised of the possibility of such damages.

## **Section 7 - Alternative Dispute Resolution**

The parties agree that it is in their best interest to resolve any dispute without litigation. Therefore, any dispute under this Agreement shall be resolved by submitting such dispute to mediation. If the mediation does



not resolve the dispute, then the matter shall be submitted to binding arbitration. A mutually acceptable mediator or arbitrator(s) shall conduct the mediation and arbitration. If the parties are unable to agree on a mediator, then either Party may initiate arbitration, although the parties shall still mediate their dispute prior to arbitrating the dispute on the merits. The arbitrator shall select a mediator if the Parties are unable to agree to a mediator. Unless the parties agree to use other rules, the arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title' 9, U.S. Code) or the applicable state arbitration statute. Such claims, disputes or causes of action, include, but are not limited to, those arising out of or relating to this Agreement, including the negotiation, formation, subject matter, breach, cancellation or termination hereof. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. The parties agree that these methods shall be the sole remedy for any controversy or claim arising under this Agreement. They expressly waive their right to file a lawsuit in any civil court against another party to this Agreement except to enforce an arbitration decision. The venue for any claim or dispute initiated hereunder shall be Harris County, Texas.

### **Section 8 - Severability**

8.1 If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provision or application, and to this end, the provisions of these policies and regulations are severable.

8.2 In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

### **Section 9 - Acknowledgment**

9.1 Verifier acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and further agree to be bound by all of the provisions listed herein.

9.2 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior understandings, written or oral, between the parties.

Verifier acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and further agree to be bound by all of the provisions listed herein.

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior understandings, written or oral, between the parties.

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#### **HBA:**

Greater Houston Builders Association (GHBA)

Authorized Representative: Donna Buenik

Title: Director of Builder Programs

#### **Verifier:**



X

X

*Donna Buenik*

Signed By Donna Buenik, Greater Houston Builders Association

Signed On: May 12, 2021

# Signature Certificate

Document name: Verifier Agreement

🔒 Unique Document ID: 6F31B51ADEAA8DC8046D0D166E965997933C7CD4



## Timestamp

## Audit

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April 21, 2021 11:56 am CDT

Brittany Feldmann - bfeldmann@ghba.org added by Donna Buenik, Greater Houston Builders Association - bfeldmann@ghba.org as a CC'd Recipient Ip: 24.1.93.203

May 12, 2021 12:12 pm CDT

Brittany Feldmann - bfeldmann@ghba.org added by Donna Buenik, Greater Houston Builders Association - bfeldmann@ghba.org as a CC'd Recipient Ip: 24.1.93.203



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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