

Associate Agreement

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

This Associate Agreement for participation in the Green Built Gulf Coast program is made between , (Associate) and the Greater Houston Builders Association (GHBA). The GHBA is the controlling entity of the Green Built Gulf Coast program (GBGC) as an adopting entity of the ICC 700.

Statement of Purpose:

- To provide a minimum of one product that supports builder compliance through obtaining points on a minimum of one item within the GBGC Construction Protocol; and
- To complete the enrollment form and pay the applicable participation fee, Section 1.2, to the GHBA in order for the Associate to represent, in any way, that the Associate is eligible to represent participation in GBGC and/or use the GBGC brand.

Section 1 - Ethical Standards

- 1.1 Associate attests that they are a member of the Greater Houston Builders Association and in good standing with the GHBA and that they are enrolled as an Associate Member of the GHBA's Green Built Gulf Coast Program.
- 1.2 Associate will pay a minimum annual fee of \$250 for participation.
- 1.3 Associate must complete a minimum requirement of continuing education as approved by GBGC.
- 1.4 Associate will not engage in any conduct that is detrimental to the GHBA or the best interests of its GBGC Program.
- 1.5 Associate will make no representations regarding their products or qualifications to the GHBA or the Builder or Remodelor that are false or misleading in any material respect.
- 1.6 Associate will avoid conflicts of interest with regard to their professional activities and financial interests.
- 1.7 Associate attests that their company and all employees will comply with all contingencies of this agreement.
- 1.8 Associate acknowledges that the GHBA reserves that right to ask the Associate to produce evidence of professional certification indicative of competence to perform the duties required under this Agreement.

Section 2 - Product Certification

- All GBGC participating Associates do not have to have Certified Products (i.e., NAHB Research Center Certification or other Green Approved Marks), but ALL must have Qualified Products that will meet a minimum of one that supports Builder or Remodelor compliance through obtaining points on a minimum of one item within the GBGC Construction Protocol.
- GHBA will NOT independently certify products.
- Associate must meet and submit documentation of at least one of the following product certification:
 - 2.3.1 Wood
 - American Forest Foundation's *American Tree Farm System*® (ATFS)



- *Forest Stewardship Council (FSC)*
- *Program for Endorsement of Forest Certification Systems (PEFC)*
- *Sustainable Forestry Initiative® Program (SFI)*
- Other product programs mutually recognized by PEFC

2.3.2 Granite

2.3.3 ETC. (What other products are certified and by whom??)

Section 3 - Representation

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

3.2 Associate will 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 Associate 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 Associates participation in GBGC does not constitute an endorsement of any kind on the part of the GHBA. As such, Associates 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 will actively monitor proper use of the logo and Program materials. Failure to comply with this agreement may result in the termination of the Associate's participation in the Program and/or legal action. Businesses and organizations using the logos must abide by the following guidelines:

- The name and logo of GBGC must 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.
- The GBGC logo may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance.
- The GBGC logo may never be associated with products or lot or developments that do not meet all of the criteria for the Program.
- The GBGC Program name and/or logo may never be used in a manner that would disparage the GHBA or its members.
- 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.
- Participants must 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).
- The GBGC logo and name may only be used by authorized participants of the Program. This means an Agreement document must 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 Associate 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 Associate 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 Associate 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 Associate acknowledges that the GHBA reserves the right to engage an independent third party to assess the associate compliance including, but not limited to, Associate's adherence to the compliance procedures outlined in this Agreement.

5.2 The GHBA reserves the right to terminate this Agreement and Associate's participation in Green Built Gulf Coast at any time if the GHBA determines, in its sole discretion, which Associate is not in compliance with this Agreement or for any other factors as determined by the GHBA.

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

5.5 No earlier than 30 days after Associate 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 Associate has no right under this Agreement to reinstatement.

Section 6 - Limitation of Liability

6.1 INDEMNITY: Associate 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, Associate 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 will be resolved by submitting such dispute to mediation. If the mediation does not resolve the dispute, then the matter will be submitted to binding arbitration. A mutually acceptable



mediator or arbitrator(s) will 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 will 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 Associate 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.

HBA:

Greater Houston Builders Association (GHBA)

Authorized Representative: Donna Buenik

Title: Director of Builder Programs

Associate:



Brittany Feldmann

X

X

Signed By Donna Buenik, Greater Houston Builders Association

Signed On: May 12, 2021

Signature Certificate

Document name: Associate Agreement

🔒 Unique Document ID: 98A1BC94B713ED95FE010184450B15CE451F05A1

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

April 21, 2021 9:02 am CDT

April 21, 2021 12:04 pm CDT

May 12, 2021 12:14 pm CDT

Audit

Associate Agreement Uploaded by Donna Buenik, Greater Houston Builders Association - bfeldmann@ghba.org IP 24.1.93.203

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

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