



NGBS GREEN / WRI / WaterSense CERTIFICATION CLIENT AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Home Innovation Research Labs, Inc. ("the Company"), a Maryland corporation with an office at 400 Prince George's Boulevard, Upper Marlboro, MD 20774, and

("Client") having its principal place of business at:

regarding Client's participation in the NGBS Green Certification Program ("NGBS Green"), WRI Certification, or WaterSense.

WHEREAS, the Company is authorized to certify compliance with the *National Green Building Standard*® ("NGBS") and WaterSense Labeled Homes.

NOW THEREFORE, the parties agree:

1. Client's Project(s) will be certified as meeting the applicable criteria of NGBS Green, the NGBS Water Rating Index (WRI), or WaterSense, available at www.HomeInnovation.com/green, in the sole discretion of the Company, in accordance with the terms of this Agreement. "Project" can be a single-family home, a multifamily building, a mixed-use building, or a land development. Client acknowledges and agrees that certification applies to Projects and not to Client's business or employees.
2. Client will use NGBS Green and WaterSense scoring tools available at www.HomeInnovation.com/GreenScoring to specify the NGBS Green features and/or water conserving features Client plans to incorporate into each Project seeking certification.
3. Projects seeking certification will be constructed in compliance with the relevant conformance criteria for the specific certification Project is seeking.
4. The Company will issue a certificate for each Project certified as meeting the relevant program criteria. The form and content of the certificate may be modified at the Company's discretion. The Company agrees that the name of the Project Owner on the certificate can be changed for an administrative fee.
5. Client will hire an NGBS Green Verifier ("Verifier") or Accredited WRI Verifier depending on the certification Project is seeking. Verifiers are accredited by the Company

to inspect each Project seeking certification and to verify the Project has incorporated the relevant practices claimed toward certification. Verifier must be accredited with the appropriate credentials to the correct certification version by the Company at the time of each inspection. Accredited Verifiers are listed at

www.HomeInnovation.com/FindNGBSVerifier. Client agrees that fees for verification services are not paid to or by the Company and are not set by the Company or NGBS Green but rather are determined between Client and Verifier. Client warrants that payment or amount of the fee is not dependent on the results of Verifier's inspection.

6. Client will schedule with Verifier the necessary inspections for each Project seeking certification. Client agrees to provide Verifier with access to each Project, the relevant scoring information, and the necessary documentation that supports the certification.
7. Client will maintain records and supporting documentation for a period of three (3) years.
8. Verifier will inspect the Project and review relevant documents according to the relevant certification protocol. Verifier will prepare a verification report in the provided format.
9. Client will pay certification fees to the Company (independent of verification fees paid to Verifier) per the certification fee schedule that is current at the time of the Project's registration.
10. Client's Project will not achieve certification until and unless the Company reviews the verification report and makes a final certification determination.
11. The Company will promptly issue a certificate upon receipt and review of the verification report documenting compliance with conformance criteria and upon the Company's determination, in its sole discretion, that the conformance requirements have been met; provided Client is in compliance with this Agreement, and the appropriate fees have been paid.
12. Client's participation in NGBS Green, WRI, or WaterSense and the location of certified Projects will be made public. The Company shall list the Project on the Company's website(s) and may make public basic Project information including, but not limited to, the address and certification level.
13. The Company may request timely access to the Project(s) and supporting documentation for quality control over the compliance process. Quality control

activities involve periodic spot checks of the verification inspection and documentation review process to ensure accuracy and consistency.

14. Should any Project be found not to have originally (as built) met the criteria for certification, the certification will be revoked or revised, as appropriate, and the new certification status will be communicated to Client by the Company. Should the certification be revoked, Client immediately loses all use and distribution privileges for all certification marks, program/partner logos, and all other NGBS Green-related marketing materials, either supplied by the Company or created by Client.

15. The Company, in its sole discretion, shall make the final determination regarding any dispute over the level of certification pursuant to NGBS Green or the WRI score attained.

16. Client shall not misrepresent the certification status of Projects.

17. The Company shall incur no liability with respect to nonperformance or delay in performing any act required of it under this Agreement, if such nonperformance or delay is caused by act of God or the public enemy, strikes, the requirements of any law or governmental regulations or orders, or any other circumstances beyond the control of the Company.

18. Client shall indemnify, hold harmless, and defend (and pay any and all other expenses and attorney's fees in connection therewith) the Company and its officers, directors, agents, affiliates, and employees from and against any and all actions, liability, loss, claims and demands whatsoever arising out of any actual or alleged acts or omissions of Client in connection with Project certification, except to the extent that any such injury or damage is found to be due to the gross negligence or willful misconduct of the Company. The obligations of Client under this paragraph shall survive any suspension, revocation, termination, or cancellation of this Agreement.

19. The Agreement shall commence on the date of execution, and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of the Agreement, and shall continue for four (4) years. The Agreement may be extended or renewed by mutual agreement.

20. Except as otherwise provided herein, this Agreement may be terminated with cause by either party upon sixty (60) days prior written notice to the other. Notice shall be sent to the signatory at the address in this Agreement, or to such other person and address as the party may designate in writing.

21. This Agreement may be suspended and/or terminated by the Company upon written notice for failure by Client to comply with any term of this Agreement.

22. Marketing guidance for the Certification programs is available on the Company's website

(www.HomeInnovation.com/MarketGreenCertified), but logos and certification marks associated with NGBS Green and/or WRI certification are accessible only via a link provided directly to the Client and/or Client's designated marketing representative. Client shall display logos or marks of the Company or the certification program(s) only as expressly permitted by this Agreement, unless the Company grants a written exception.

(a) Client acknowledges and agrees that the Company has the sole and exclusive right and authority to license others to use the "Home Innovation NGBS Green Certified" mark ("NGBS Green Certified Mark"), the "Home Innovation NGBS Green Registered" mark ("NGBS Green Registered Mark"), the "Home Innovation NGBS Green Partner" mark ("NGBS Green Partner Mark"), the Certified WRI mark, and the "NGBS Green Home Innovation Research Labs" mark ("NGBS Green Program Mark"), each of which is set forth below (collectively "the Marks") in their stacked formats; horizontal formats also exist and can be used interchangeably with those included below depending on Client's space considerations in marketing materials. Client further acknowledges and agrees that the Company may change the design, format, or text of the Marks at any time in its sole discretion.



(b) The Company grants to Client seeking NGBS Green certification, while Client complies with Client's obligations under this Agreement, the non-exclusive right to use the NGBS Green Partner Mark. The NGBS Green Certified Mark may only be used in connection with specific Projects that are NGBS Green Certified pursuant to this Agreement. The NGBS Green Registered Mark may only be used in connection with specific Projects for which Client is actively seeking certification pursuant to this Agreement. Client shall comply with all other terms of use in any style manual or other guidelines concerning use of all the Marks. The NGBS Green Partner mark is not available to clients solely seeking WaterSense or WRI certification, independent of NGBS Green certification.

(c) Notwithstanding any other provision in this Agreement, Client shall be solely responsible for ensuring its use of the Marks complies with all applicable

governmental laws, rules, regulations, and guides, including but not limited to any applicable "Guides for the Use of Environmental Marketing Claims" of the Federal Trade Commission.

(d) All use of the Marks by Client shall inure to the sole and exclusive benefit of the Company. Client shall not contest the Company's rights in the Marks. This obligation shall survive any termination of this Agreement.

(e) Client shall not use the Marks in any way that is misleading or otherwise misrepresents the certification status of any Project pursuant to this Agreement. The NGBS Green Certified Mark represents only that the Project is in substantial conformance with the applicable level (Emerald, Gold, Silver, Bronze, or Certified for buildings; One Star, Two Stars, Three Stars, or Four Stars for land development) of the NGBS, and Client agrees not to use the NGBS Green Certified Mark to represent any broader claim. Client will not state or suggest, directly or indirectly, that the Company is guaranteeing, endorsing, recommending, warranting, or certifying code compliance of the Project that may be certified pursuant to this Agreement. None of the Marks is a representation, warranty, or guarantee of Project performance or certification of code compliance.

(f) No other right or license is granted by the Company to Client, either express or implied, with respect to any other trademark, trade name, service mark, or other intellectual property right owned, possessed, or licensed by or to the Company.

(g) For the duration of this Agreement and in perpetuity, the Client agrees to be bound to the NGBS Green Partner Style Guide for logos, certification marks, and any other NGBS Green marketing materials.

23. This Agreement has been finally executed in the State of Maryland. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Maryland, without regard to the conflicts of law rules thereof.

24. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement.

25. This Agreement may not be modified orally or in any manner other than by an agreement in writing and signed by the parties.

26. This Agreement supersedes all proposals, oral or written, and all other communications or previous agreements between the parties relating to the subject matter of this Agreement.

27. This Agreement confers rights and obligations only on the parties hereto and is not intended, and shall not be construed, to confer any rights on any person or organization not a party hereto.

28. Client shall carry and maintain, at its expense, a standard commercial general liability insurance policy affording protection with respect to bodily injury, death, property damage, advertising injury, and personal injury of not less than one million dollars (\$1,000,000) per occurrence. The insurance company providing such insurance, as well as the form of such insurance, shall be subject to the approval of the Company; such approval will not be unreasonably denied or delayed. The insurance policy shall add Home Innovation Research Labs and its officers, directors, agents, affiliates, and employees, as additional insureds for liability with respect to or arising out of the work of Client. Such insurance shall be primary and non-contributory and shall contain a provision by which the insurer agrees that such policy shall not be cancelled, materially changed, or not renewed without at least thirty (30) days notice to the Company. Each such policy, or a certificate thereof, shall be given to the Company promptly upon execution of this Agreement.

29. Each party waives all rights and claims against the other party, and its respective agents, affiliates, and employees, and against any of their subcontractors and their agents and employees, for all damages, losses, fines, expenses, costs, and fees, but only to the extent of the party's actual recovery of insurance proceeds therefor.

30. Before any party may commence an action or amend a complaint to add a claim arising out of or in connection with this Agreement, the claim must be submitted to mediation, unless mediation is waived in writing by each party to this Agreement. The complaining party shall send a written demand for mediation to the other party. If the parties fail to agree on a mediator within fifteen (15) days of the demand, the complaining party may petition the American Arbitration Association or other recognized mediation service for the appointment of a mediator. The mediator shall commence the mediation within thirty (30) days after being selected. The mediation shall be completed no later than fifteen (15) days after being commenced. The costs of the mediation shall be shared equally between the parties. The costs of the mediation are recoverable by the party that prevails in any subsequent litigation of the claim.

31. BY THE EXECUTION AND ACCEPTANCE OF THIS AGREEMENT, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CONDUCT, OMISSION, OR STATEMENTS (WHETHER VERBAL OR WRITTEN) OF ANY PARTY WITH RESPECT THERETO. THIS PROVISION HAS BEEN NEGOTIATED BY THE PARTIES AND IS A MATERIAL INDUCEMENT TO THE PARTIES TO ACCEPT THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY EACH PARTY, AND EACH PARTY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY

TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

HOME INNOVATION RESEARCH LABS, INC.

Signature

Date _____

Name
(Printed or Typed)

Title
(Printed or Typed)

CLIENT

Signature

Date _____

Name
(Printed or Typed)

Title
(Printed or Typed)