

# ENERGY STAR® New Homes Program HERS Rater Ally Agreement



The ENERGY STAR New Homes Program promotes the benefits of homes with high levels of comfort, indoor air quality, and energy efficiency achieved through a set of guidelines developed by the Environmental Protection Agency (EPA) and verified according to the Home Energy Rating System (HERS). Raters accepted into the Program will benefit from marketing activities that will raise awareness of the ENERGY STAR brand, promote the benefits of building energy-efficient homes, and increase demand for energy rating services in Illinois.

## Participation Terms & Conditions:

- 1. Compensation for Services.** Ameren Illinois is not responsible for payment of any compensation to the HERS Rater for any services provided to Ameren Illinois or Builders in conjunction with the ENERGY STAR New Homes Program. HERS Raters will secure compensation for all services from the participating Builder under terms negotiated solely between the HERS Rater and the Builder. Ameren Illinois and the Program are not party to any contract agreements between the HERS Rater and participating Builders. Ameren Illinois will provide a financial incentive directly to the Builder for each eligible ENERGY STAR Home constructed under the Builder's Agreement with Ameren Illinois, to help the Builder defray the costs of certification services provided by the HERS Rater.
- 2. Submission of Documentation on Behalf of Builders.** The HERS Rater will submit the required documentation for qualifying homes on behalf of a Builder who is a participant in good standing in the Ameren Illinois ENERGY STAR New Homes Program. Ameren Illinois will only accept those homes for submission that meet all Eligibility Requirements as defined below.
- 3. Home Eligibility Requirements.** For purposes of this Agreement, the term "Eligibility Requirements" means the home must (i) be in the Ameren Illinois service territory as evidenced by physical address and ultimately a permanent utility account, (ii) use natural gas or electricity provided by Ameren Illinois as the primary heating fuel, (iii) be "completed," as defined below, and (iv) achieve a HERS Index of 85 or less as evidenced by the REM/Rate™ file.
- 4. Definition of Completed.** The HERS Rater understands and agrees that as a requirement of the EPA, all ENERGY STAR qualified homes submitted to Ameren Illinois for incentive payments must be at a construction stage where the drywall, interior door jambs, HVAC system installation and final air sealing is complete. Any homes that do not meet the requirements, as determined by Ameren Illinois and a third-party verifier, will not receive an incentive payment to the Builder.
- 5. Documentation.** The HERS Rater agrees to provide the following for each home for which the HERS Rater's Builder clients seek an Incentive Payment.
  - A. The final REM/Rate file, confirmed by a RESNET-accredited Provider.
  - B. Data for each home as outlined on the Data Collection Form
  - C. Additional documentation if requested in writing by Ameren Illinois.

HERS Rater also hereby agrees that all rating information submitted to Ameren Illinois is accurately reported as meeting RESNET and ENERGY STAR guidelines. Any discrepancies or conflicting data will result in forfeiture of incentives for said home. Ameren Illinois reserves the right to change the required data, and reserves the right to conduct random sampling of submitted homes as part of a Quality Assurance process for proof of meeting the above guidelines, including all submitted documentation. In these situations, the HERS Rater will be required to provide Ameren Illinois with copies of home plans and specification sheets in addition to previously submitted information on each home for third party verification.

6. **Ameren Illinois' Role as Primary Marketer for the Program.** Ameren Illinois will be the primary marketer for the Program. As such, Ameren Illinois will promote all HERS Raters and the certification services they can provide to Builders interested in participating in the Program and will not directly nor indirectly endorse any HERS Rater over another. Ameren Illinois will provide unbiased support to establish and maintain a stable rating infrastructure necessary to support certification of homes for the Program. Ameren Illinois will collaborate with the HERS Rater to recruit Builders into the Program as requested and will work closely with HERS Raters during the term of the Agreement to monitor the progress of home qualifications and determine unit production forecasts. Ameren Illinois will keep all information shared by the HERS Rater in relation to recruiting new Builder clients or managing existing homebuilder clients confidential.
7. **Rater's Role as Home Rating Providers for the Program.** All Builders will be allowed to select the participating HERS Rater of their choice to provide the certification services required by the Program. The HERS Rater or Builder may submit the Project Enrollment Agreement to formally register the home(s) with Ameren Illinois. Once accepted by Ameren Illinois, an Enrollment Confirmation will be provided to both the Builder and the Rater to verify that the home is registered with Ameren Illinois and that the financial incentives for the Builder are available. The HERS Rater's certification services will verify homes completed by the Builder have met the requirements to qualify as ENERGY STAR. The HERS Rater will provide Ameren Illinois with periodic updates on projects as requested during the year and unit production forecasts during production milestones of no more frequently than once monthly.
8. **Accurate Representation of the Program, its Policies and Procedures.** The HERS Rater shall not knowingly misrepresent any information concerning the Program, its purpose, policies and procedures, incentive awards, or the HERS Rater's role in the Program. The HERS Rater's participation in the Program does not constitute an endorsement of any kind on the part of Ameren Illinois. The HERS Rater shall not state or imply any such endorsement, either directly or indirectly. The HERS Rater shall not mislead Builders about the availability of incentives or misrepresent its role in the incentive award process or the Program. The HERS Rater shall not mislead the homebuilder by representing themselves as the sole provider of certification services for Ameren Illinois. Any misrepresentation by the HERS Rater constitutes a violation of this Agreement and Ameren Illinois reserves the right to terminate this Agreement and the HERS Rater will no longer be able to participate in the Program.
9. **Rater Participation Requirements**
  - A. The HERS Rater must remain a RESNET-accredited Rater in good standing. HERS Rater shall agree to adhere to all practices as set forth in the RESNET Home Energy Rating Standards of Practice.
  - B. The HERS Rater shall adhere to all principles and standards of conduct as set forth in the RESNET Rating Code of Ethics.
  - C. The HERS Rater shall adhere to all quality assurance requirements established by RESNET.
  - D. The HERS Rater shall maintain active status as an ENERGY STAR Partner per EPA guidelines. HERS Rater also agrees to submit all completed ENERGY STAR certificates to EPA on behalf of each Builder on a regular and timely basis and provide the Builder with a certificate and label for each ENERGY STAR qualified home.
10. **Quality Accuracy of Ratings.** Ameren Illinois will conduct random testing and evaluation of homes through a Quality Assurance (QA) process. The QA process will verify all HERS Raters are following national RESNET and ENERGY STAR guidelines when rating homes as part of the Program.
  - A. The HERS Rater agrees upon three (3) business days' prior verbal notice, to provide Ameren Illinois and any independent measurement and verification person selected by Ameren Illinois with full and complete access to planned inspection schedules, building plans and specifications sheets (digital

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formats are encouraged) and REM/Rate files for any Program home, for any purpose related to the Program and the QA process. Failure to cooperate in the QA process constitutes a violation of this Agreement.

B. Ameren Illinois will notify the HERS Rater of all discrepancies in the home certification process identified through the QA process and provide adequate time, as agreed to by both parties, for the HERS Rater to improve the quality of ratings. If improvements are not achieved in the period agreed to, as evidenced by QA test results and third-party on-site inspections, Ameren Illinois may terminate this Agreement with the HERS Rater and the HERS Rater will no longer be able to participate in the Program.

11. **Term.** Unless earlier terminated for cause, this Agreement shall remain in effect until May 31, 2014. The HERS Rater acknowledges that Ameren Illinois reserves the right to terminate the Agreement, or modify this Agreement at any time, without prior notice, as may be required by governmental regulatory action; provided, however, if this Agreement is modified the HERS Rater shall have the right to terminate the Agreement if the modified Agreement is unacceptable to the HERS Rater.
12. **Independent Contractor.** In its relation to Ameren Illinois under this Agreement, the HERS Rater is an independent contractor and shall not be deemed a partner, agent or employee of Ameren Illinois for any purpose. The HERS Rater will pay all of its administrative, overhead and other costs; including withholding taxes, social security, unemployment, disability, health, worker's compensation or other insurance coverage's. The HERS Rater shall maintain adequate insurance to protect itself and others from claims under worker's compensation or claims for injury or damage to properties which arise from HERS Rater's or its employees' negligence or misconduct.
13. **Liability.** In no event shall Ameren Illinois be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages.
14. **Agreement.** Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between parties hereto which supersedes all prior understandings, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless it is contained in writing signed by both parties.

## HERS Rater Information:

Company Name	Primary Contact Name
Street Address	Phone Number
City, State, Zip	Fax Number
Email Address	Web Site
Signature	Date

Please mail or fax the completed HERS Rater Ally Agreement to the address or fax number below. Call 1.866.838.6918 if you have any questions.

