



Setting the Standards for  
Home Energy Efficiency

# RESNET Rating Provider Accreditation Agreement

July 18, 2018

This agreement governs the accreditation by RESNET of Rating Providers under the Mortgage Industry National Home Energy Rating Systems Standards (RESNET Standards). Each RESNET-accredited Rating Provider shall adhere to the requirements for accreditation and quality assurance as established by RESNET at the time of their accreditation. Continued accreditation by RESNET is further contingent on the Rating Provider complying with those requirements as they may be altered or amended from time to time with notice to the Rating Provider. This commitment to fulfilling all obligations of a Rating Provider is critical to the RESNET structure that has been established to deliver home energy ratings to the marketplace. As a RESNET-accredited Rating Provider, you agree to the following:

- I. **Provider Compliance.** Provider will comply with all RESNET Standards, policies, and Codes of Ethics, along with the specific provisions below.
  - A. Provider shall ensure that its certified HERS raters will only use accredited RESNET Software Tools to produce a HERS Index Score;
  - B. Adhere to the Rating Provider's RESNET-approved application and policies-and-procedures manual, and update the Provider's policies and procedures as necessary to reflect changes to RESNET Standards and policies;
  - C. Only conduct ratings in state(s) in which the Provider is accredited and notify RESNET promptly in writing when the Provider no longer operates in a state or when it intends to start operation in a new state;
  - D. Maintain the integrity and accuracy of the RESNET Buildings Registry by uploading all rated homes, ensuring accurate Rater information, and to the Registry in accordance with the RESNET Standards;
  - E. Investigate and resolve complaints regarding Ratings, Raters, or the Provider in a fair and timely manner;
  - F. Meet all minimum quality assurance requirements set forth in RESNET Standards for quality assurance of Raters annually;
  - G. Have a RESNET-approved Quality Assurance Designee and enable the Quality Assurance Designee of the Provider to perform the duties described in RESNET Standards, along with all necessary access and authority to do so;
  - H. Adhere to the RESNET quality assurance requirements for Providers per the provisions of RESNET Standards, which may include electronic file monitoring, online monitoring, or onsite field monitoring; Strictly enforce Rater disciplinary procedures and Rating corrective action in accordance with RESNET Standards;
  - I. Comply with RESNET-required corrective action in cases where RESNET identifies non-compliance;
  - J. Report to RESNET significant non-compliance as described in RESNET Standards;
  - K. Keep current with the annual accreditation fee and quarterly Quality Assurance Fees. See attached RESNET Board Fee Policy for Providers

- II. Placement of RESNET’s Logo on Web Site.** The provider shall post the RESNET logo on its web site and include a link from the logo to [www.resnet.us](http://www.resnet.us). The provider shall comply with the provisions of the “RESNET Professionals Logo Guide” posted at <http://www.resnet.us/professional/brand-assets>
- III. Provider Disciplinary Procedures.** The Provider will comply with and be held to the provisions of Provider disciplinary procedures by RESNET including probation, suspension, and revocation of accreditation as set forth in the RESNET Standards, and will have available to it the rights to appeal provided for in RESNET Standards;
- IV. Hold Harmless Clause.** The Provider will indemnify, hold harmless, and defend RESNET and its officers, agents, and employees from losses, damages, and judgments arising from the Provider’s performance under this Accreditation except to the extent that such liability arises from the gross negligence of RESNET, but only to the extent that they are found to be caused by a negligent act, error, or omission of the Provider or the Provider’s officers, directors, members, partners, agents, employees, or subcontractors. RESNET will indemnify, hold harmless, and defend Provider from losses, damages, and judgments arising from this Accreditation as a result of acts of gross negligence by RESNET or RESNET’s officers, directors, agents, or employees.
- V. Governing Law.** This accreditation agreement is governed by the laws of the State of California and the Provider shall perform all aspects of the accreditation called for in compliance with all appropriate laws and regulations. It is the responsibility of the Provider to insure that all federal, state, and local permits and licenses necessary to his/her performance of this accreditation agreement have been obtained. All lawsuits concerning this contract shall be brought in the Superior or District Courts of San Diego County, State of California and shall be subject to the laws of the State of California without recourse to such state’s choice of law rules.
- VI. No Assignment or Delegation.** This accreditation agreement is neither assignable nor delegable in whole or in part by Provider to any other party without the prior written consent of RESNET, such consent may be withheld in RESNET’s sole discretion.

RESNET

\_\_\_\_\_  
Rating Provider Organization Name

\_\_\_\_\_  
Signee’s Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RESNET Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# RESNET Board Policy 009 Fee Payment Policy for Providers

Updated June 28, 2019

## Accreditation Renewal:

RESNET standards require accredited Providers to submit a renewal application and pay their respective renewal fee by the end of each calendar year.

Accreditation renewal notices will be sent to Providers through email at the beginning of September of each year, which allows sufficient time to comply with RESNET standards for accreditation renewal. It is the responsibility of Providers to verify that RESNET has the current email and mailing address prior to August 30th each year.

Notice for renewal of accreditation is sent out on September 1.

All Provider accreditation renewal applications and accreditation fees are due by October 31st each year for all Providers who plan to continue with their accreditation for the following year.

	<b>Due: October 31</b>	<b>November 1</b>	<b>December 1</b>	<b>January 1</b>
<b>Accreditation Renewal</b>	Renewal application and fees	\$500.00 Late Fee	\$750.00 Late fee	Officially Non-Renewed  Removed from Website and Registry

## Rating Provider Quality Assurance Quarterly Fees:

Rating Providers are charged \$7.50 per rating registered in the RESNET National Registry. Rating Providers will be emailed invoices quarterly based on the number ratings registered into the RESNET National Registry during the previous quarter.

<b>Quarterly Surcharges</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
<b>Invoices sent</b>	<b>April 7</b>	<b>July 7</b>	<b>October 7</b>	<b>January 7</b>
<b>Due Date</b>	May 15	August 15	November 15	February 15

<b>Quarterly Quality Assurance Fees</b>	<b>Due:</b> May 15 August 15 November 15 February 15	<b>30 Days past due date</b>	<b>60 Days past due date</b>	<b>90 Days past due date</b>
	<b>\$7.50 per home entered into the RESNET Registry</b>	<b>1.5% monthly Interest Charge</b>	<b>Providership Suspended</b>  <b>Payment of the amount due plus an 1.5% monthly interest charge within 30 days of the notice of suspension will result in the provider being reinstated</b>	<b>Providership Revoked</b>

## **Revocation**

Any other Provider entities associated with principals of revoked Provider are also revoked.

Principals of revoked Provider professional designations as Quality Assurance Designees or HERS Rater Instructors shall also be revoked. Revoked Quality Assurance Designees and Rater Instructors are eligible to reapply to RESNET for certification after a period of 180 days.

In all cases, a Provider being placed on Suspension or Revocation due to non-payment can be appealed by the Provider following the provisions of section 912 of the RESNET standards.