



Setting the Standards for
Home Energy Efficiency

RESNET HERS® Rater Training Provider Accreditation Agreement

January 1, 2023

This agreement governs the accreditation by RESNET of HERS Rater Training Providers (Provider) under the Mortgage Industry National Home Energy Rating Systems Standards (RESNET Standards). Each RESNET-accredited Provider shall adhere to the requirements as established by RESNET at the time of their accreditation. Continued accreditation by RESNET is further contingent on the Provider complying with those requirements as they may be altered or amended from time to time with notice to the Provider. This commitment to fulfilling all obligations of a Provider is critical to the RESNET structure that has been established to deliver training to the marketplace. As a RESNET-accredited 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. Adhere to the Provider's RESNET-approved application;
 - B. Update the Provider's training materials as necessary to reflect changes to RESNET Standards and policies;
 - C. Have a RESNET-approved Rater Instructor/s and enable the Rater Instructor of the Provider to perform the duties described in RESNET Standards, along with all necessary access and authority to do so;
 - D. Comply with RESNET-required corrective action in cases where RESNET identifies non-compliance;
 - E. Report to RESNET significant non-compliance as described in RESNET Standards;
- 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. 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 all RESNET Standards, policies, and Codes of Ethics. Failure to adhere to the RESNET Standards, policies, and Codes of Ethics may result in Provider disciplinary actions 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. **Exclusivity.** During the term of this Agreement, the Training Provider shall not perform services in any capacity, including but not limited to training home energy or water efficiency raters, with any home energy rating or water efficiency program competitive with RESNET.
- VI. **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.
- VII. **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.

Training Provider Organization Name

RESNET

Signee's Name

RESNET Signee

Signature

Signature

Date

Date