

U.S. DEPARTMENT OF ENERGY CHALLENGE HOME TERMS OF THE AGREEMENT – BUILDER PARTNERSHIP

General terms and commitments made between DOE Challenge Home Program and Builder Partners

DOE's Commitments to DOE Challenge Home Partners

1. DOE will work to increase awareness of the DOE Challenge Home Program as the trusted government-backed symbol for peak performance homes.
2. DOE will provide partners with timely program updates, information, and resources via the DOE web site, webinars, newsletters, e-mail, and presentations.
3. DOE will provide partners with recognition for their participation in the program through vehicles such as the DOE website, special awards, and other media.
4. DOE will provide participants with access to the DOE Challenge Home label upon verification. *The US Department of Energy retains rights to the DOE Challenge Home name, logo and label. Use and reproduction of the logo and graphic without specific authorization and full compliance with 'Brand Identify Guidelines' for the DOE Challenge Home are prohibited.*
5. DOE will respond swiftly to any requests for information or clarification on program policies.
6. DOE does not provide warrantee and cannot be held liable for construction defects or deficiencies resulting from the proper or improper application of program guidelines.

Builder Participant Commitments

1. Partner shall maintain an active partnership. Partners must qualify at least one home to earn the DOE Challenge Home label within any ongoing 12-month period. Partners not fulfilling this requirement will be deemed 'inactive' and must promptly cease all use of the DOE Challenge Home name and logo, including removal from marketing and point-of-sale materials. DOE will reinstate partner as active upon verification of a labeled home.
2. Partners must affix a completed DOE Challenge Home label on the circuit breaker box (or other suitable location) of all homes that are verified to

- meet the DOE Challenge Home guidelines and provide a DOE Challenge Home certificate to each homeowner who purchases a qualified new home.
3. Partner shall employ third-party verification for all DOE Challenge Home qualified homes to maintain the integrity of the DOE name.
 4. Partner shall follow '*Brand Identity Guidelines*' when using DOE Challenge Home name, logo and/or any other associated marketing materials in conjunction with a registered builder or qualified home(s).
 5. Partner will participate in an orientation and annual program update training.

General Terms and Conditions

1. This agreement is voluntary and can be terminated by either party at any time for any reason, with no penalty.
2. Partners will assume good faith as a general principle for resolving conflicts that may arise in relation to their program partnership and will seek to resolve all matters to preserve maximum public confidence in DOE and the DOE Challenge Home program.
3. Partners shall not construe, claim, or imply that participation in the DOE Challenge Home program constitutes federal government approval, acceptance, or endorsement of anything other than partners' participation in the DOE Challenge Home program. Partnership does not constitute federal government endorsement of the partner, its homes, or services.
4. Partners understand that the activities undertaken in connection with the DOE Challenge Home are voluntary and not intended to provide services to the federal government. As such, partners may not submit claims for compensation to any federal agency.
5. Partners must adhere to the DOE Challenge Home '*Brand Identity Guidelines*' and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply.
6. Qualification of a home to earn the DOE Challenge Home label shall not be used by partners to guarantee that it is structurally sound or safe, constructed in accordance with applicable laws, regulations or codes, free of mold or mildew, free of volatile organic compounds or allergens, or free of soil gases including radon.
7. Partners shall act in good faith to resolve homeowner complaints about

the performance of their DOE Challenge Home qualified homes and must provide DOE with any requested documentation regarding a home qualified as DOE Challenge Home (e.g., a Home Energy Rating (HERS) report or relevant inspection checklists). If DOE determines that a home has been improperly qualified as a DOE Challenge Home, the partner is expected to take necessary actions to resolve the identified issues in a timely manner.

8. Failure to comply with any of the terms of the Partnership Agreement can result in termination of the organization's partnership and its access to program benefits, including use of the DOE Challenge Home logo.
9. DOE will actively pursue misuse of the DOE Challenge Home name and logo. In cases where an organization is found to be in severe violation of the federal DOE Challenge Home trademark (pending), DOE may refer the matter to the U.S. Department of Justice for consideration of civil or criminal penalties.