

EnergyLogic, Inc.

**Rater-Partner Guide
&
Agreement with EnergyLogic, Inc.**

“If we are a successful Provider for you, you will outgrow us”

Our Pledge to EnergyLogic Rater-Partners:

EnergyLogic will provide the highest quality RESNET Provider services possible to energy raters. We will continually seek value-added opportunities for our rater clients. We will work to bring value to our relationship by:

- Providing our clients with ongoing training whenever possible
- Offering our clients continuous technical support for software, rating issues and iRate®
- Creating an extended community of technical and business support
- Connecting clients with referrals and business opportunities

EnergyLogic believes that your success is our success. We pledge to give you our total support. We believe that your client is your client – we do not have a relationship with your client. You are our client and your builders and homeowners are your clients.

In the event of a misunderstanding, we will use the standard RESNET-approved dispute process to reach an agreement.

Standard of Performance

It is vital to protect our young and growing industry by maintaining a high standard of performance. To achieve such a standard, we must be in agreement on a variety of areas, such as definitions, certifications and requirements.

Definitions

Provider:

A provider of RESNET Services is a company whose responsibilities are defined by the most current version of the RESNET Standard. EnergyLogic is the provider.

Energy Rater:

An Energy Rater is anyone trained and certified by a RESNET–approved rating provider. EnergyLogic is a certified training organization. As a provider, we certify Energy Raters.

Third–Party Energy Efficiency Program, or EEP –

A national or local program that has set a standard for energy efficiency in building performance and requires a HERS analysis for verification (e.g. ENERGY STAR Qualified Homes, Building America’s Builders Challenge, building code, International Code Council, utility companies, etc.) See RESNET Standard for more information on training requirements to participate in EEPs.

Energy Rating Company:

An Energy Rating company is a group of Energy Raters, other employees, and/or subcontractors, who work under one corporate identity.

Field Inspector:

A field inspector is a person certified by a RESNET–approved training organization to meet the responsibilities of a Field Inspector, as defined by RESNET. As a provider, EnergyLogic certifies Field Inspectors.

Rater–Partner:

A Rater–Partner is an Energy Rater who uses EnergyLogic as their Home Energy Rating System (HERS) provider. For the purposes of this document, Rater–Partner, Energy Rater and Rater are interchangeable.

RESNET Standard:

Mortgage Industry National Home Energy Rating Standards, also referred to in this document as the “RESNET Standard” or “the Standard”. The version of the Standard that is current as of the signing of this document.

Rater Certification – Obtaining and Maintaining Certified Rater Status

- EnergyLogic, Inc. Rater–Partners must be able to accurately represent their relationship with EnergyLogic, Inc. to their employees, subcontractors and clients.
- EnergyLogic, Inc. Rater–Partners must participate in and pass a RESNET–accredited Rater training course and also take and pass the National Rater Test administered by RESNET.
- The Rater training course must conform with the training requirements as set forth in the RESNET Standard. After successfully completing the training and testing (written and field tests, at least two practice ratings, and the National RESNET Rater Test), a Rater Candidate is eligible to proceed with certification with EnergyLogic, Inc. or the provider of their choice.

- EnergyLogic, Inc. Rater-Partners must provide EnergyLogic Inc. with a copy of a certificate indicating successful completion of a RESNET-accredited Home Energy Rating training course.
- EnergyLogic Rater-Partners must utilize iRate. Each Rater-Partner joining EnergyLogic will have an iRate account setup.

Probationary Rating Requirements:

- A minimum of three (3) probationary ratings will be required. At EnergyLogic's discretion, one of the three homes may be from plans. Additional probationary ratings may be requested until the Rater demonstrates proficiency.
 - See "Memo - From Completion of Training to Certification" and "Checklist-Probationary Ratings" for more information about the probationary rating process. It is highly recommended that you clearly understand this process and our requirements before beginning your probationary ratings.
- After successfully completing the probationary rating process, the Rater will be allowed to perform ratings as a Certified Rater.
 - The Rater will enter the EnergyLogic, Inc. Standard Quality Assurance program.
- Occasionally training which goes beyond what is called for in an Energy Rating will be offered to enhance the Rater's ability to perform house diagnostics. Additional training may include:
 - REMRate™ software training
 - Advanced building science
 - Blower door diagnostics
 - Pressure diagnostics
 - HVAC testing and evaluation
 - Investigative techniques and tools
 - IR Camera technologies
 - iRate software training
 - EEP (Energy Efficiency Program) Partnership trainings (e.g. ENERGY STAR)
- Attendance at one conference a year is recommended to fulfill RESNET professional development requirements and to gain additional knowledge in the field. Available conferences include:
 - RESNET
 - EEBA
 - Affordable Comfort

- RaterFest! (held by EnergyLogic in Colorado)
- Local trainings and conferences
- Recommended resources
 - EEBA builder guide for your climate www.eeba.org
 - EEBA Moisture Management Guide
 - EEBA Insulation Guide
 - John Krigger’s “Residential Energy”
 - Bruce Harley’s “Weatherization”
 - BuildingScience.com

Rater Recertification Standards and Annual Quality Assurance Review

- EnergyLogic, Inc. Rater-Partners will be recertified every three years. Recertification will be based primarily on performance as evaluated by Rater Quality Assurance Reviews.
- EnergyLogic, Inc. Rater-Partners are required to use iRate® rating management web application. A Rater-Partner must enter all data from ratings into iRate® and learn the proper use of tracking items in iRate®.
 - EnergyLogic may grant exemptions from iRate use on a case-by-case basis. This is typically provided to very low volume raters or in cases where the rater is not completing ratings (i.e. architects and engineers). However, an iRate account will be established for each new Rater-Partner. All ratings submitted will be uploaded to the individual rater-partner’s iRate account by EnergyLogic. Rating processing rates will increase by \$15.00 dollars per rating for EnergyLogic to upload the data.
- Recertification process:
 - Continual review of data collection accuracy and thoroughness
 - Every tenth rating will have a paper documentation and REM Rate file review by a Quality Assurance (QA) designee to check for accuracy and thoroughness.
 - One out of every 100 ratings will trigger the scheduling of a duplicate ‘blind’ rating performed by a QA designee, in order to compare scores and data collection of the Rater and the QA designee for accuracy and thoroughness. This rating will be random and may be scheduled without the knowledge of the Rater.
 - EnergyLogic, Inc. reserves the right to require a Rater to participate in a Quality Assurance Day as described below:
 - EnergyLogic, Inc. will make available a house to be rated solely for the purposes of continuing education.

- Rater–Partners will be required to come to the location of the house, gather the information required to perform a rating, perform all required performance testing, and create a rating REM Rate file and report (packet) for the house.
 - This packet will be used to evaluate the quality of the rating product produced by the Rater.
 - EnergyLogic, Inc. will make an effort to link such Quality Assurance Days with additional trainings in order to make the Rater–Partner’s investment in travel as beneficial as possible.
 - The Quality Assurance Day may or may not meet RESNET requirements for Quality Assurance.
 - Evaluation of Rater–Partner’s compliance with the Rater Code of Ethics.
 - Evaluation of customer correspondence and complaints.
- Rater Professional Development:

EnergyLogic, Inc. Rater–Partners are required to take professional development courses to maintain certification.

 - EnergyLogic, Inc. requires Raters to complete 18 hours of professional development every three years. The 18 hours shall include completion of 18 hours of refresher course(s) offered by a RESNET Accredited Training Provider.
 - The professional development courses must be approved by RESNET to be accepted by EnergyLogic.
 - Rater–partners can fulfill the 18 hours of professional development by documenting 18 hours of attendance at a RESNET conference in three years.
 - Rater–partners can fulfill the 18 hours of professional development requirement by passing the RESNET exam every three years.
 - Documentation of courses must be accomplished in iRate® with course certifications uploaded. It is the Rater–Partners responsibility to maintain professional development records on iRate®. EnergyLogic, Inc. will review these records on an annual basis for compliance.
 - Equipment Maintenance

EnergyLogic, Inc. Rater–Partners are required to maintain their diagnostic equipment per Appendix A of the RESNET Standards and manufacturer’s specifications

 - Energy Logic, Inc. requires Raters to submit documentation of proof that equipment has been maintained. Rater–Partners are required to upload such documentation to the QA Rater Registry section of iRate® under files and photos. Files should be labeled appropriately for clear recognition of the date of maintenance and equipment type.

Diligent Performance

Rater-Partners will perform all services in a timely manner.

- EnergyLogic, Inc. requires that field inspection and data collection occur on all ratings except those ratings that are performed from a set of plans. The rating certificates and reports will indicate that the rating was performed from a set of plans for projected ratings.
- EnergyLogic, Inc. requires that all houses which are modeled to generate a home energy rating have a blower door test performed; If the rating is performed as a 'from-plan' rating, a default air leakage number may be used.
 - Any home claiming credit for reduced air infiltration must be tested using blower door testing methods which are in compliance with guidelines published by the blower door manufacturer and the RESNET standard.
 - Specifically, Energy Raters are required to conduct blower door testing in accordance with RESNET Technical Amendments 2004-02 and 2004-03
- EnergyLogic, Inc. requires that all duct systems claiming credit for reduced duct system leakage are tested for duct leakage unless utilizing the RESNET exception for duct leakage testing as defined in the RESNET Standards.

Conflict of Interest Disclosure

An EnergyLogic, Inc. Rater-Partner must complete a Conflict of Interest Disclosure form for each rating performed. EnergyLogic, Inc. will provide the Rater with a RESNET Standard disclosure form which is used during the probationary rating period. After the probationary rating period the Rater-Partner will be required to use the RESNET Standard disclosure form, which is available through the REM rate software.

- If the RESNET Standard disclosure form is amended in any way or put on the Rater's company stationary, the Rater should provide EnergyLogic, Inc. with a copy for review and approval before use.
- New Construction
 - EnergyLogic, Inc. Rater-partners must provide each builder with a Conflict of Interest Disclosure letter at the beginning of the working relationship. This letter is valid for all communities in which the builder has requested the Rater-Partner's services unless the relationship changes in some way. An example of this document is available on our website and should be reviewed by the Rater.
<http://www.nrglogic.com/RESNETDisclosures/resnet.php>
 - A copy of the disclosure form for each builder community must be saved on iRate® under the files and photos section for each builder
- Existing Home

- EnergyLogic, Inc. Rater–partners must provide each homeowner with a Conflict of Interest Disclosure form, prior to the commencement of a full energy rating on the client’s home, prior to the commencement of work or at the time of billing.

Customer Satisfaction Reports

EnergyLogic, Inc. takes customer service seriously. We continually strive to ensure that our Rater–Partners attain the best possible customer satisfaction.

- EnergyLogic, Inc. responds immediately to all customer complaints and takes appropriate action to completely meet the needs of clients.
- Depending upon the type and the severity of a customer complaint, more extensive quality control procedures may be required, ultimately affecting the Rater’s classification and certification.
- If EnergyLogic, Inc. receives a customer complaint, that a home has not been rated properly, our process of complaint resolution begins immediately, and includes the following steps:
 - Log the complaint, the nature of the complaint and the origin of the complaint (to EnergyLogic, Inc. directly, through RESNET or through some other means).
 - Interview the individual making the complaint in order to fully understand the nature of the complaint.
 - Gather information such as software data files and field checklist forms.
 - Make a site visit, if necessary. Expenses for a site visit will be borne by the Rater–partner.
 - Create a written complaint resolution plan specifically for the case.
 - Inform RESNET of the complaint if it came directly to EnergyLogic, Inc.
 - See attached Complaint Resolution Log.
- EnergyLogic, Inc. includes language on our website which requests that our clients inform us immediately about any complaints they have with our services or our Rater–Partners. We encourage our clients to go to our website for information regarding our complaint resolution process and their option of going directly to RESNET if they are not satisfied with our rating services or our Rater–Partners.

Conducting Ratings and Quality Control Inspections

A Rater is expected to be proficient in performing skills and services, including but not limited to the following:

- **Software**

EnergyLogic, Inc. uses Architectural Energy Corporation's RemRate™ software package. The Rater-Partner will ensure that all necessary information has been gathered to process the computer modeling, and that generated rating certificates and reports clearly identify the type of rating that has been performed.

- **Physical Inspection**

- EnergyLogic, Inc. requires that field inspection and data collection occur on all houses that are rated. EnergyLogic, Inc. requires that data collection be entered into the iRate® data management system. This system includes all information required by the minimum rated features for new and existing homes, as spelled out in the RESNET Standard Appendix A.
- Exception: A rating performed from a set of plans does not need to have a field inspection.
 - Rating certificates and reports will indicate that the rating was performed from a set of plans. All data for the rating will come from specification sheets for the 'from plans' house and from assumptions made about items such as air leakage.
- On-site physical inspections may include any or all of the following items, to create a home energy rating or to complete the services that were ordered by a client for an EEP (Energy Efficiency Program):
 - Use of a checklist and data management system to record all of the data collected on the building, which can be requested for review by EnergyLogic, Inc, at any time (required)
 - The measurement of the building envelope, heated floor, glass (window), attic and exterior wall areas, etc. as needed for the creation of a rating and the creation of performance reporting. These measurements may be accomplished by plan take-off (required)
 - Inspection of the space heating, cooling, and hot water heating systems as needed for the performance of the services requested (required)
 - Inspection and calculation of the insulation levels and quality of installation of the thermal envelope including walls, ceilings, floors/foundations, doors, windows, air barriers, etc. (required)
 - A blower door test (required by EnergyLogic, Inc., for all houses that are modeled through an energy modeling software to generate a home energy rating (when the rating performed is a 'from plan' rating, a default air leakage number may be used)
 - Duct leakage quantification to the exterior (required by EnergyLogic, Inc. on every house that is modeled to generate a confirmed home energy rating certificate)
 - Exception: See RESNET duct leakage exceptions.

- Other HVAC or building envelope diagnostic testing utilizing pressure gauges, flow plates, flow hoods, cameras, etc.
- The determination of the presence and effect on energy usage and building performance of any devices or measures to promote energy efficiency.

Code of Ethics and Rating Standards of Practice

- In addition to the above, EnergyLogic, Inc. requires that Raters read and follow the RESNET rating standards of practice.
- With some minor changes, EnergyLogic, Inc. has adopted the RESNET Code of Ethics document which raters are required to read and to follow.

Delegation of Rating

- The actual on-site rating is completed by a certified Rater and may not be delegated or subcontracted without written permission from EnergyLogic, Inc.
- Administrative functions such as data entry may be delegated to a person who is not a Rater. However, the integrity of a processed rating remains, ultimately, the responsibility of the Rater-Partner.
- Each service performed by a delegate for the purposes of completing a rating must be associated to that delegate in the services section of iRate® for that job.
 - For instance, if a rating field inspector is used, that person's name must be associated with the inspection performed so there is a clear line of task delegation.

Field Inspectors

- EnergyLogic, Inc. Rater-Partners may use Field Inspectors. Rater-Partners must provide EnergyLogic, Inc. with written documentation that the Field Inspector has completed the RESNET-required training, testing and certifications necessary for the job.
- Rater-Partners who utilize Field Inspectors should understand that all liability for the accuracy and completeness of the rating lies with the Rater-Partner.
- EnergyLogic, Inc. requires that a Rater-Partner carry any insurance needed to cover the work of Field Inspectors under his/her employ.

Data processing, Rating Package, and Reporting

The Rater-Partner is required to prepare data for processing, certificates and a rating packet and any related reporting, within a time frame specified by EnergyLogic, Inc.

- Rating reports are handled in one of the two methods described below. The Rater-Partner must determine which method they will utilize and then communicate this choice to EnergyLogic, Inc.

Method:

1. Printing of any reports will be handled centrally by EnergyLogic, Inc. *Additional fee of \$10.00 per report applies for printing services*
 - The Rater-Partner will prepare the desired report packet in a PDF document format. This PDF document will:
 - Include the proper disclosure forms
 - Attach the PDF report packet to the job in Irate
 - Attach the REMRate™ file for the house to the job in iRate® (for archiving purposes as required by RESNET)
 - E-mail the PDF of the report, in a form which is ready to print, to EnergyLogic for processing
 - Include the address where report should be mailed
 - EnergyLogic will attach a cover letter to the report packet, will print Energy Star labels if necessary and will mail the report packet to your client.

OR

2. All printing of reports will be handled by the Rater-Partner.
 - Each time a report is generated and delivered to a client the Rater will:
 - Prepare the desired report packet as a PDF document
 - Include the proper disclosure forms with each PDF report packet
 - Attach the PDF report packet to the job in iRate®
 - Attach the REMRate™ file for the house to the job in iRate® (for archiving purposes as required by RESNET)
 - Include a cover letter with the report packet
 - A copy of the cover letter should be sent to EnergyLogic, Inc. to be archived. Any revisions of the cover letter should also be sent to EnergyLogic, Inc.
 - EnergyLogic, Inc. recommends that the Rater-Partner prepare a field report for every inspection. A copy of the report should be left in the field or emailed to the person with responsibility over the job site. This functionality is included in the feature set of iRate®
 - Depending upon the type of services requested by your client, other written reports or certificates which document or quantify the performance of the house may be required to accompany your ratings. EnergyLogic, Inc. has no responsibility for the completeness or accuracy of information included in those reports.
 - If energy improvements are recommended and/or cost of improvements and payback information is provided to your client,

EnergyLogic, Inc. will require an explanation of how the costs of improvements are derived.

- Improvement measures will be prioritized using a cost-effectiveness analysis from REMRate™.
- Depending on your client's needs and the unique aspects of a particular home, EnergyLogic, Inc. recommends that your improvement options be based on one or more of the following criteria:
 - Present value calculations which are incorporated in the software
 - Cost benefit ratios which are incorporated in the software
 - Simple payback calculations which are incorporated in the software
 - Specific comfort complaints which are reported to you by the homeowners.
- For research and reporting purposes, EnergyLogic, Inc. reserves the right to aggregate and export data, with address and client information removed, from REMRate™ files archived on iRate®.

Rater Discipline Provisions

If EnergyLogic, Inc. determines that standards are not being upheld or ratings are not being performed with adherence to the RESNET Standards, we may choose to begin disciplinary actions. This process may involve an entire rating company or an individual Rater or field inspector. This process is as follows:

- EnergyLogic Inc. Rater-Partners will be disciplined for the following reasons:
 - Violating EnergyLogic, Inc. rating program testing or rating policy/procedures
 - Willfully entering false data for a home in order to misrepresent the homes' energy rating and Improvement Option's report
 - Violating EnergyLogic, Inc. customer disclosure provisions, code of ethics or other policies
- If EnergyLogic, Inc. determines that a Rater has failed to comply with the guidelines in this document, the company may take disciplinary action. This could include, at its discretion, immediate termination as a Rater-Partner. However, in these cases, EnergyLogic, Inc. prefers to work with Rater-Partners utilizing a three-tiered approach: probation, suspension and termination.
 - Probation
 - If EnergyLogic, Inc. determines that a Rater-Partner or Rating Company violation is of a minor nature and the work of the Rater-Partner or Rating Company can be improved or

- corrected, the Rater–Partner or Rating Company may be placed on probation.
- Probation requires that the next five ratings conducted by the Rater or Rating Company be completed satisfactorily, as determined by the QA designee. Probation will continue until the Rater or Rating Company performance meets program standards.
 - The review of the five ratings will include a review of a data collection documents and software data files, and may include field side–by–side or blind ratings, as determined by the situation and the discretion of the QA designee.
 - The Rater–Partner or Rating Company may [will] be held responsible for any fees associated with carrying out EnergyLogic, Inc.’s work to ensure that the Rater–Partner or Rating Company can be removed from probation.
 - Upon satisfying the QA Designee, the Rater–Partner or Rating Company will return to the Rater Quality Assurance Review process.
 - Suspension
 - EnergyLogic, Inc. may give a notice of suspension to a Rater–Partner or Rating Company and prohibit the Rater–Partner or Rating Company from performing any further ratings after the effective date of the notice. EnergyLogic, Inc. will then decide whether to assign corrective action or to terminate the Rater–Partner or Rating Company.
 - The notice given to the Rater–Partner or Rating Company will state the reason for the suspension, the effective date of the suspension and any necessary corrective action. Suspension may occur for, but is not limited to, the following reasons:
 - If a Rater–Partner or Rating Company is placed on probation and performance is not corrected during the assigned period of probation
 - If EnergyLogic, Inc. determines that non–compliance is of a serious nature but not a material breach and that remedial action needs to be taken by the Rater–Partner or Rating Company before resuming any rating activities
 - A Rater–Partner or Rating Company which is placed on suspension must cease all rating activity until further notice from EnergyLogic, Inc. In addition, EnergyLogic, Inc. will assign the Rater–Partner or Rating Company any technical work that is necessary to resolve the particular issue.

- Termination.
 - EnergyLogic, Inc. may terminate a working relationship with a Rater-Partner or Rating Company for any of the reasons stated in this section. Termination of their agreement for any reason may occur fourteen (14) business days after written notice is presented to the Rater-Partner or Rating Company for one of the following reasons:
 - A Rater-Partner or Rating company may be terminated if EnergyLogic, Inc. determines that the Rater-Partner or Rating Company's non-compliance is either of a serious nature involving a material breach or that remedial action can not be taken.
 - EnergyLogic, Inc. may terminate an agreement with a Rater-Partner or Rating Company for failure to comply with any federal, state or local law, regulation, order or judicial precedent.
 - A Rater-Partner or Rating Company may be terminated if EnergyLogic, Inc. determines that there is willful failure to accurately perform a rating, or there is a pattern of failure in accurately performing ratings, whether willful or not.
 - EnergyLogic, Inc. may terminate an agreement with a Rater-Partner or Rating Company for any misrepresentation of the Rater-Partner's relationship with EnergyLogic, Inc. or for any act or failure to act, which, in Energy Logic's reasonable opinion, harms the name or reputation of EnergyLogic, Inc.

Rating Quality Control Process

EnergyLogic, Inc. maintains a quality control program to ensure the quality of the ratings that are processed. Our quality assurance (QA) program may, at the discretion of EnergyLogic, Inc. utilize external third party quality assurance audits to ensure that our internal reviews and the reviews we perform for our Raters are meeting our own standards and those of RESNET.

- **EnergyLogic Inc.'s Quality Control Program**
 - EnergyLogic, Inc. maintains a continual review of data collection checking for accuracy and thoroughness.
 - iRate® data management system analysis
 - PDF Report reviews
 - Every tenth rating includes an inter-office review by a QA designee, and covers data collection forms, software and modeling files for accuracy and thoroughness. This review may also include verification for Energy Efficiency Program

(EEP) compliance as defined in the RESNET Standard (e.g. ENERGY STAR).

- EnergyLogic, Inc. will track and inform Rater-Partners of erroneous information that is related to their ratings and the program. This information is used as a method of continual education and refinement of our Rater-Partners' skills.
- Fundamental errors include but are not limited to: incorrect identification of energy features, incorrect input of any measurements and mistakes in assessing house and foundation type, air leakage, duct leakage, insulation, domestic hot water, space heating and cooling, windows and solar access issues.
 - As a ramification of rating error(s), (depending on the nature, severity and frequency of the error), disciplinary action may be taken, as described above.
- The QA designee will keep a record of the quality assurance procedures for each Rater-Partner, and will communicate findings with the Rater-Partner regularly.
- **Field Monitoring of a Rater-Partner's Ratings**
 - EnergyLogic's quality assurance program will include, at a minimum, field monitoring for each Rater-Partner and each of their Rating Field Inspectors when applicable. Our quality assurance designee will be responsible for onsite inspections on an ongoing basis as appropriate for the volume of ratings being completed, and at a minimum of annually. Onsite inspections by a quality assurance designee must be completed on the greater of one home or one percent of the Rater-Partner's annual total of homes (for which confirmed ratings and/or diagnostic testing services were provided).
 - Our quality assurance designee will ensure that a rating is independently confirmed to determine whether the rating and/or diagnostic testing was accurately completed by the Rater-Partner, and to determine if information was completely collected and reported as required in 303.1 of Chapter 3 of the RESNET Standards.
 - As a starting point, EnergyLogic, Inc. will utilize the RESNET Quality Assurance Guidelines in Chapter 9 of the RESNET Standard as the basis for setting allowable deviations which determine whether a Rater's work falls within acceptable ranges of accuracy.
 - In addition to the deviations stated in the RESNET Standards, EnergyLogic, Inc., based on its experience and at its discretion, will assess other aspects of a rating (such as the HERS Index score, blower door and duct leakage test results, window measurements and house takeoff information) to

determine if a rating is accurate within reason to the satisfaction of the QA designee.

- If the Rater-Partner participates in an EEP (Energy Efficiency Program), EnergyLogic, Inc. may also assess the Rater-Partner's compliance in that program as defined in the RESNET Standards.
 - When a Rater-Partner utilizes a Rating Field Inspector, our QA Designee will be responsible for onsite inspections on the greater of one home or one percent of the Rating Field Inspector's annual total of homes (for which confirmed ratings and/or diagnostic testing services were provided). The RFI evaluations may fulfill all or a portion of our annual onsite QA requirement for the Rater-Partner
- Disciplinary action may be necessary, depending upon the nature, severity and frequency of rating errors.

Processing Fee

For information about processing and licensing fees associated with having EnergyLogic, Inc. provide for you, see the EnergyLogic, Inc. *RESNET Provider Services Fee Schedule*.

Maintain Confidentiality.

All ratings and all information gathered from clients by a Rater-Partner will be kept confidential, with the exception of providing it to:

- EnergyLogic, Inc., for purposes of quality assurance and archiving, as mentioned in the RESNET Standards. EnergyLogic, Inc. reserves the right to aggregate and export data, with address and client information removed from all REMRate™ files archived on iRate®, for research and reporting purposes.
- Program administrators, to whom the client reports
- The lending institution with which the client has entered into agreement
- Individuals within the company for whom the Rater-Partner may work
- Others to whom the client has granted access to the information
- The Rater-Partner is legally responsible for and will be held liable for any breach of confidentiality obligations. All confidentiality obligations will remain binding beyond the expiration or termination of this Agreement.

Maintain Documentation.

EnergyLogic, Inc. Rater-Partners must maintain all documents related to the houses they visit, evaluate, or for which they generate ratings or reports. This should be done through iRate®.

- EnergyLogic, Inc. requires that all Raters have access to a computer and the internet.
- EnergyLogic, Inc. Rater-Partners must maintain either a hardcopy or electronic copy of rating documentation for a period of three years. This

documentation includes rating certificates, a field checklist, any additional reports and other correspondence with the client. EnergyLogic, Inc. may request this documentation at any time for quality assurance or for other reasons.

- EnergyLogic, Inc. will maintain a documentation archive through iRate® for an indefinite period of time. Archived information will include all PDF rating reports and REM/Rate file documentation that are issued by the Rater.

Insurance

Rater-Partners will comply with RESNET guidelines for insurance coverage.

EnergyLogic's address:

EnergyLogic Inc.

P.O. Box N

Berthoud, CO 80513

Certificates may be faxed to: 970.532.5074

The Rater-Partner or Rating Company for which EnergyLogic, Inc. provides should maintain the following minimum insurance coverage. EnergyLogic, Inc. must be named as a Certificate Holder on all policies.

- **General Liability.** Commercial Liability Insurance with a limit not less than \$1,000,000 for each occurrence for bodily injury, property damage and personal injury. If the coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit. The coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
 - General Liability, a key coverage for Home Energy Raters, is designed to protect the insured from liability claims brought by third part[y]ies who allege[s that] the insured is responsible for bodily injury or property damage caused to them. Coverage is provided for these types of accidents that occur at a work site or at a client's location. General Liability insurance is probably the most basic form of commercial insurance, but these policies typically contain a professional services exclusion that takes away coverage for lawsuits arising out of the rendering of or failure to render professional services, leaving what could prove to be a gap in coverage. (From the RESNET Web Site www.natresnet.org)
- Recommended Insurance coverage not required by the RESNET Standards:

- **Worker's Compensation** – Worker's Compensation Insurance should be in conformity with the laws of the states in which you work. This is required only if you are part of a company with multiple employees.
- **Business Auto** – Business Auto Insurance with a combined single limit, not less than \$500,000, will be provided. Business and personal coverage should be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability (Symbol 1 "Any Auto," or Symbols 2, 8 and 9 "All Owned Autos", "Non-Owned Autos" and "Hired Autos").
 - If a Rater-Partner uses a personal vehicle for working, EnergyLogic, Inc. still requires that the Rater obtain a Business Auto policy.
- **Professional Liability** – Professional Liability insurance, also referred to as Errors & Omissions (E&O) Liability, is designed to fill the gap left by most General Liability policies. Because the types of claims mentioned above can be among the most expensive brought against a professional, this is an important gap to fill. Professional Liability coverage helps safeguard the assets of your company and provides defense against claims that may or may not be valid. EnergyLogic, Inc. recommends coverage in the amount of \$1,000,000 per claim. (From the RESNET Web Site www.natresnet.org)
- **Property** – Property insurance coverage should also be considered by Raters in order to protect against loss caused by damage to real property (buildings/structures) and/or personal property (contents) owned by the business. (From the RESNET Web Site www.natresnet.org)

Submission of Insurance Certificates.

- The Rater-Partner must submit certificates of insurance as proof of the coverage described above. The Rater-Partner should also submit certificates of policy change, renewal, cancellation and/or replacement as often as these instances occur. Copies of current certification should be submitted annually.

Equal Employment Opportunity Provisions

EnergyLogic, Inc. is not your employer; however, we recommend that Rater-Partners conform with the Federal Equal Opportunity Employment Act if they choose to employ individuals in their businesses. All qualified applicants should receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status or familial status.

Indemnification

- By signing this agreement, the Rater–Partner or Rating Company indemnifies, holds harmless and agrees to defend EnergyLogic, Inc. and its officers, agents and all employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Rater–Partner, its contractors, or any directly or indirectly employed person by the Rater–Partner in the performance of this agreement.

Third–Party Relationships

- If a Rater–Partner or Rating Company under this agreement with EnergyLogic, Inc. contracts with a third party to provide services related to the performance of an energy rating, all of the requirements within this agreement apply to that contractor.
- The Rating Company will bind contractors performing energy rating–related work to this agreement, including indemnification as noted above.
- EnergyLogic, Inc. does not need approval on a per rating basis to work with a third party if the Rater–Partner or Rating Company is in compliance with the requirements mentioned above.

Governing Law

- This agreement is made and entered into in the state of Colorado and is governed by the laws of the state of Colorado.

Independent Contractor

- Energy Raters and Rating Companies under this agreement are independent contractors. They are not employees of EnergyLogic, Inc.

Severability

- If any provision of this agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the Rater Agreement that can be given effect without the invalid provision.

Payments

- EnergyLogic, Inc. requires all Rater–Partner and Rating company clients to utilize the iRate® web application. This allows us to provide you with the highest level of service for Quality Assurance, for billing accuracy and the archiving of data and software files and reports. Billing for the use of iRate® is separate and automated by means of a credit card.
- EnergyLogic will invoice clients monthly for jobs completed within the prior calendar month. Payment is expected within 30 days. If payment is not received, EnergyLogic will contact Rater–Partners to arrange payment via credit card or other means.
- Payment details for any other services, such as Quality Assurance reviews, are covered in the *EnergyLogic RESNET Provider Services Fee Schedule*, or will be negotiated with a separate bid and agreement.

Guide & Agreement Changes

Changes will occur to this guide as new requirements are made by RESNET. EnergyLogic will give rater–partners 30 days of notice for these changes.

Rater Guide and Agreement
For
EnergyLogic Inc. Rater-Partners



I, _____, of _____,
certify that I have read and understood the following documents:

- Rater Guide & Agreement for EnergyLogic Rater-Partners
- RESNET Code of Ethics - Appendix A
- RESNET Home Energy Rating Standard and Probationary Rating Disclosure - Appendix B
- Current RESNET Standards and RESNET Rating Standards of Practice
- Memo - From Completion of Training to Certification” and “Checklist- Probationary Ratings”
- Payment Information Form

I confirm that any questions or concerns have been answered and that I agree to follow the rules and regulations as outlined in the documents above while EnergyLogic, Inc. is my Provider.

Termination

EnergyLogic, Inc. and the Rater or Rating Company agree that either party may terminate this agreement at any time for any reason. In the event that EnergyLogic, Inc. decides to terminate the agreement, we will continue to provide services for two weeks, or an agreed upon time (except in cases of immediate termination). If the rating company chooses to terminate the agreement, there is no required waiting period. Termination of this agreement does not release either party from obligations to comply with all of the standards, RESNET and others that are included in this agreement.

Signature of EnergyLogic Inc. Rater-Partner

Signature of EnergyLogic Representative

Signature

Signature

Printed Name

Printed Name

Date: -----

Date: -----

Appendix A

Rater Code of Ethics

Statement of Purpose

EnergyLogic, Inc., as an accredited home energy rating provider of the Residential Energy Services Network (RESNET), is committed to providing quality and professional service to its customers. This Code of Ethics sets forth principles and rules of conduct enforced by RESNET and EnergyLogic, Inc. through specific procedures contained in the RESNET Home Energy Rating Accreditation Standards. This Code of Ethics, based on the national minimum standard applicable to all accredited RESNET Rating Providers, their Raters, the Raters they provide for, and their representatives, has been modified to be a more stringent ethics code required by EnergyLogic, Inc. To see the national minimum standards, go to RESNET'S web site (www.natresnet.org).

Principle 1: Professional Conduct

- Raters shall commit to objectivity and neutrality in conducting a rating and in making any recommendations.
- Raters shall commit to participate in a Quality Assurance program as required by EnergyLogic, Inc. and RESNET.
- Raters shall not engage in any conduct that is detrimental to the reputation or the best interests of RESNET, EnergyLogic, Inc., or the home energy rating industry.
- Raters shall refrain from making derogatory comments about other Raters or other persons involved in the home energy rating profession.
- Raters shall report violations of this Code, or other concerns regarding the professional conduct of other Raters, to EnergyLogic, Inc. who may then report to the RESNET Executive Director for review and possible remedial action.
- Raters shall at all times remain in good standing regarding the accreditation and certification requirements applicable to their business and professional activities, in accordance with Chapter One of the Mortgage Industry National Home Energy Rating Standards.
- Raters shall at all times comply with the technical standards and procedural requirements applicable to their business and professional activities, in accordance with the Mortgage Industry National Home Energy Rating Standards.
- Unless Raters receive written or verbal permission from the client or the client's agent, they shall not disclose information concerning a rating for a specific home to parties other than the client, the client's agent or the program in which the client is participating. However, a Rater may report

to the Rating Provider or RESNET for purposes of registration, certification or quality assurance.

- Raters shall commit to ongoing professional development and education as established by the Mortgage Industry National Home Energy Rating Standards, in order to advance their knowledge, education, training, and experience ensuring that customers and the public receive competent and reliable services from home energy raters.

Principle 2: Representations of Services and Fees

- Raters shall make no representations regarding their services or qualifications that are false or misleading in any respect.
- Raters shall fully disclose all applicable charges, including the general scope and deliverables of services, prior to conducting a home energy rating or providing other services.
- Raters shall not inspect for a fee or generate rating certificates for any property in which the Rater, or the Rater's company, has any financial interest or any interest in the transfer of the property.
- Raters shall disclose in writing any compensation, commission or finder's fees, to or from other parties dealing with their client, in connection with work for which the Rater is responsible.

Principle 3: Conflicts of Interest

- Raters shall avoid conflicts of interest with regard to their professional activities and financial interests. At times, a Rater may become [reasonably] aware of the existence of an actual or potential conflict of interest. When this occurs, the Rater shall not provide services until full disclosure has been made to the client and Rating Provider, and the conflict has been waived, in writing, by all parties.
- Raters shall not accept compensation, financial or otherwise, from more than one interested party, for the same service, without the consent of all interested parties.
- Raters shall inform their clients that they have the right to obtain competitive bids for any professional work to be performed by the Rater, the Rating Provider, or contractors recommended by the rater.
- Raters must disclose an interest in any business to all applicable parties, and shall not allow the interest to affect the results of a rating.

RESNET HOME ENERGY RATING Standard and Probationary Rating Disclosure

For home(s) located at: _____

City: _____ State: _____

Check the applicable disclosure(s) in accordance with the instructions on the reverse of this page:

The Rater is working toward becoming certified and is performing a probationary rating that will be reviewed by a RESNET-certified Quality Assurance designee.

1. The Rater or the Rater’s employer is receiving a fee for providing the rating on this home.

2. In addition to the rating, the Rater or Rater’s employer has also provided the following consulting services for this home:

- A. Mechanical system design
- B. Moisture control or indoor air quality consulting
- C. Performance testing and/or commissioning other than required for the rating itself
- D. Training for sales or construction personnel
- E. Other (specify)

3. The Rater or Rater’s employer is:

- A. The seller of this home or their agent
- B. The mortgagor for some portion of the financed payments on this home
- C. An employee, contractor or consultant of the electric and/or natural gas utility serving this home

4 The Rater or Rater’s employer is a supplier or installer of products, which may include:

	Installed in this home by:	OR	Is in the business of:
HVAC systems.....	<input type="checkbox"/> Rater <input type="checkbox"/> Employer		<input type="checkbox"/> Rater <input type="checkbox"/> Employer
Thermal insulation systems	<input type="checkbox"/> Rater <input type="checkbox"/> Employer		<input type="checkbox"/> Rater <input type="checkbox"/> Employer
Air sealing of envelope or duct systems .	<input type="checkbox"/> Rater <input type="checkbox"/> Employer		<input type="checkbox"/> Rater <input type="checkbox"/> Employer
Windows or window shading systems.....	<input type="checkbox"/> Rater <input type="checkbox"/> Employer		<input type="checkbox"/> Rater <input type="checkbox"/> Employer
Energy efficient appliances.....	<input type="checkbox"/> Rater <input type="checkbox"/> Employer		<input type="checkbox"/> Rater <input type="checkbox"/> Employer Construction
(builder, developer, construction contractor, etc)	<input type="checkbox"/> Rater <input type="checkbox"/> Employer		<input type="checkbox"/> Rater <input type="checkbox"/> Employer
Other (specify): _____	<input type="checkbox"/> Rater <input type="checkbox"/> Employer		<input type="checkbox"/> Rater <input type="checkbox"/> Employer

This home may have been verified under the provisions of Chapter 6, Section 603 “Technical Requirements for Sampling” of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network (RESNET).

Rater’s Printed Name: _____

Certification #: _____

Rater’s Signature: _____

Date: _____

I attest that the above information is true and correct to the best of my knowledge. As a Rater or Rating Provider I abide by the rating quality control provisions of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network (RESNET). The national rating quality control provisions of the rating standard are contained in Chapter One 4.C.8. of the standard and are posted at <http://www.natresnet.org/accred/standards.pdf>

The Home Energy Rating Standard Disclosure for this home is available from the rating provider. RESNET Form 03001-2 Amended April 24, 2007

RESNET HOME ENERGY RATING Standard

Disclosure Instructions

The *RESNET Home Energy Rating Standard and Probationary Rating Disclosure* form shall be completed for each home that receives a Home Energy Rating and shall be provided to the rating client, who is responsible to provide a copy to the home owner/buyer.

In the case of “sampling”, sufficient copies shall be distributed to cover all homes in a batch.

Each form must include, at a minimum, the name of the community/subdivision and city and state where the home is located.

Each form must accurately reflect the proper disclosure for the home that it is rated (i.e. it should reflect the Rater’s involvement with the home at the time the final rating is issued).

For the purpose of completing this Disclosure, “Rater’s employer” is defined as including any affiliate entities.

Disclosures:

1 Check this selection if you (the Rater) or your employer is receiving a fee for completing the rating on this home, regardless of whether the fee is paid directly or by a third party (ie, a utility program).

2 Check #2 and all that apply under this selection if you or your employer received a fee for providing design and/or consulting services for this home, or training for the builder or subcontractors who worked on the home. Specify any other “consulting” services not listed that may also apply (i.e. services that do not involve the supply or installation of products, as covered in #4).

3A - Check this selection if you work for a firm that will be the seller of the home (i.e. the builder/contractor, real estate broker, or real estate agent).

3B - Check this selection if you work for a firm that will provide some portion of financing for the home (including for upgrade measures and improvements where equipment is financed) regardless whether it is secured financing or unsecured financing.

3C Check this selection if you are performing this rating or providing other services for or on behalf of the electric and/or natural gas utility serving this home, including, but not limited to, an investor owned utility or local municipality.

4 Check #4 and all that apply under “installed in this home” if you and/or your employer is supplying or installing products in this home. Check all that apply under “is in the business of” if you or your employer is in the business of supplying or installing products in homes in the general marketplace, but not for the home covered by this disclosure. Specify any other product category not listed which may also apply.

5 - Check # 5 if performing this verification under Chapter 6 of the HERS Standards.

Appendix C

EnergyLogic RESNET Provider Services Fee Schedule

Setup & Annual Fees

- New Partner Set-up Fees -- \$600.00 (First Year)
- Probationary Rating Reviews -- \$100/per review (minimum of three for certification)
- Annual Provider Fees -- \$500.00 (Annual fee starting in the second year)

Per Home Fees

	1-10 Homes	11-100 Homes	101-200 Homes	201-300 Homes	301+ Homes
Per Tested Address	\$60.00	\$35.00	\$32.50	\$30.00	\$27.50
Per Address Batched	NA	\$10.00	\$10.00	\$10.00	\$10.00
Per Certificate Processed*	NA	\$10.00	\$10.00	\$10.00	\$10.00

*Printing and mailing services.

The fee schedule above includes: RESNET fees, RESNET required data file review, technical support, Energy Star label printing, Energy Star reporting, and data archiving.

Fees are adjusted at the end of each calendar year and pricing is set based on the previous year's volume of homes tested or sampled, not batched. In addition to the amounts shown in the fee schedule above, Raters or Rating Companies pay any on-site inspection costs.

Example On-Site Inspection Costs (actual costs may vary)

On-Site Inspection	1 Day	2 Days	3 Days
Airfare	\$300	\$300	\$300
Hotel	100	200	300
Vehicle	50	100	150
per diem	75	150	225
Fees	500	1000	1500
Field QA Total	\$1,025	\$1,750	\$2,475

iRate Fees

- Data Transfer Fee -- \$100.00

Per Home	1-500 Homes	501-1000 Homes	1,000+ Homes
iRate Fees	\$5.00	\$4.00	\$3.00
EnergyLogic Upload*	\$15.00	\$15.00	\$15.00

*Each EnergyLogic Rater-Partner will have an iRate account established. Those partners that choose to have EnergyLogic upload ratings and other information to their account will be charged \$15.00 per rating.

Payment Information

Company Name

Company Address

Billing Address (for credit card)

<input type="text"/>
<input type="text"/>
<input type="text"/>

Billing Contact (first and last name)

Contact phone number

e-mail address

()	<input type="text"/>
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Credit Card Information or Bank Account information

Name as it appears on Credit Card MC VISA

Credit Card #

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

Expiration Date

<input type="text"/>	<input type="text"/>
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Verification code (3 digit # on back of card)

I understand the terms of this agreement and the fee structure. I agree to pay all fees to EnergyLogic, Inc. EnergyLogic will debit my credit card monthly in accordance with the fee structure. Past due invoices will result in EnergyLogic ceasing services. If an invoice is unpaid for 90 days it may be submitted to a collection agency at EnergyLogic's discretion.

Signature

Date

Printed Name