

HOME PERFORMANCE CONTRACTOR NETWORK STANDARD CONTRACT TERMS

These Home Performance Contractor Network Standard Contract Terms (the “**Terms**” or the “**Agreement**”) are entered into and form a binding legal agreement between the Home Performance Stakeholder Council Association, a society incorporated under the laws of British Columbia (the “**HPSC**”) and the party set out in the attached assumption form (the “**Assumption Form**”) to which these Terms are attached (the “**Contractor**”).

1. OVERVIEW AND BENEFITS

1.1. Overview. The HPSC has developed the Home Performance Contractor Network (the “**Network**”) in order to connect qualified contactors with customers seeking qualified and knowledgeable contractors in British Columbia, experienced in providing whole-home retrofits to address energy-efficiency, comfort, health and safety related issues.

1.2. Membership Benefits. Membership in the Network entitles Contractors who are members (“**Members**”) to the following membership benefits (the “**Membership Benefits**”):

- (a) the right to identify the Member as a member of the Network to potential clients, providing clients comfort that the Contractor’s quality of work and practices meet the Network’s standards;
- (b) listing of the Contractor’s contact information in the Network’s public directory, made available to potential clients;
- (c) access to any training materials, courses and seminars available to Members;
- (d) the right to use the logos and other HPSC material to confirm the Contractor’s membership in the Network as set out in **Schedule “A”** to this Agreement (the “**Licensed Materials**”) in accordance with section 5 of this Agreement and the restrictions on **Schedule “A”**;
- (e) the right to offer clients certain incentives available to Network members;
- (f) the right to identify the Member as eligible under the Network’s participating program partner offers;

Entitlement to such Membership Benefits commences on the date a Contractor is accepted as a Member of the Network and continues for as long as such membership is active. Membership in the Network be paused or terminated as set out in these Terms.

2. ACCREDITATION AND APPLICATION PROCESS

2.1. Eligibility. In order to become eligible to become a Member of the Network, the Contractor must:

- (a) hold any licenses, registrations, permits, certifications and authorizations as required to be held by the Contractor by any legislation or any governmental, municipal, regulatory or licensing authority, including but not limited to as follows:
 - (i) be registered and in good standing with WorkSafeBC as confirmed through a valid WorkSafeBC clearance letter;

- (ii) hold a valid municipal business license in each community it operates in, or an inter-municipal business license;
 - (iii) have the necessary licenses and registrations required by the *Safety Standards Act* (British Columbia), in order to carry on business as a contractor, as defined by that Act
 - (iv) any other license, registration, permit, certification or authorization required by the HPSC;
- (b) maintain suitable general liability insurance policy in a form acceptable to the HPSC with a policy limit of at least five million dollars (\$5,000,000) per occurrence. Such policy must include the HPSC as an additional insured and require that the HPSC be provided a minimum of thirty (30) days' written notice before cancelation of any such policy;
 - (c) be registered to collect GST and have a valid GST number;
 - (d) work primarily as a primary contractor who engages directly with clients, and not a sub-contractor;
 - (e) be currently operating in British Columbia and have been operating in British Columbia in accordance with the criteria above for a minimum of three (3) consecutive years before the date of the Contractor's application to the Network. Contractors who have been in operation for less than three (3) years may be considered for membership in exceptional circumstances.
 - (f) provide all their clients a minimum of one (1) years' warranty on work performed by the Contractors in accordance with industry standards;
 - (g) employ at least one lead supervisor or installer who can complete the Network qualification requirements (this can be the principal/owner of the Contractor if the Contractor is a company, if the principal is regularly engaged in providing installation or supervision for the work);
 - (h) provide any consents required by HPSC, as the HPSC deems necessary, in its sole absolute discretion, for the sharing of the Contractor's personal and performance-related information to HPSC's Partners (as defined in section 8.1 below), including a consent in the form attached as **Schedule "B"** to this Agreement.

(collectively the "**Accreditation Criteria**")

2.2. Application Materials. In order to apply to become a Member of the Network, the Contractor shall provide the HPSC with any materials requested by the HPSC (the "**Application Materials**"), including but not limited to the following:

- (a) an application form in a form set out by the HPSC, as amended from time to time;
- (b) proof that the Contractor meets the Accreditation Criteria;
- (c) provide the HPSC with any references or other information from clients, municipalities, industry associations and business rating agencies requested to verify the Contractor's business practices and operations are consistent with the objectives of the Network, subject to Canadian privacy legislation;

- (d) any application or membership fee required by the Network. The Contractor agrees and acknowledges that such application is non-refundable, even if the Contractor's application is rejected or returned as incomplete. Please note that currently no application fee or membership fee is required to obtain or maintain membership in the Network, however this may change at a later date.

The Contractor understands and acknowledges that executing this Agreement does not mean that the Contractor has been accepted into the Network, and before the Contractor can qualify as a member of the Network its application must be reviewed and approved by the HPSC.

- 2.3. Application Review. Upon receipt of the Application Materials, the HPSC may review the same, as well as any other information necessary to determine the Contractor's membership in the Network, including but not limited to any additional information requested by the HPSC, which the Contractor agrees to provide, and any information obtained from site visits or interviews with the Contractor which the Contractor agrees to participate in.
- 2.4. Determination on Application. Upon review of an application, the HPSC will advise the Contractor of its decision in respect to the Contractor's membership in the Network. The Contractor agrees and acknowledges that: (a) there is no timeline by which the HPSC is required to provide a response to an application; (b) the HPSC is not responsible for lost, delayed, misdirected, damaged, illegible or incomplete applications; (c) the HPSC may accept or refuse an application for any reason in its sole absolute discretion, and is not required to provide the Contractor with written reasons for any decision in respect to an application.
- 2.5. Accepted Applications. If the Contractor is accepted into the Network, the HPSC will advise the Contractor in writing. The Contractor will become a Member of the Network and be eligible for all the Membership Benefits as of the date its membership commences. In cases where provisional Membership is awarded, the HPSC will advise the Contractor in writing of any limitations or restrictions to their Membership status.
- 2.6. No Membership in the HPSC. The Contractor agrees and acknowledges that membership in the Network provides the Contractor solely with certain contractual rights as set out in this Agreement. The Contractor agrees that the HPSC is a society registered under the laws of British Columbia, with a membership structure separate from the Network's membership, and by becoming Member of the Network the Contractor will not become a "member" of the HPSC as that term is defined in the *Society Act* (British Columbia).

3. CONTRACTOR CODE OF CONDUCT

- 3.1. Conduct Obligations. During its membership in the Network, as a condition for the Contractor's continued membership in the Network, the Contractor agrees to:
 - (a) perform quality work for its customers in accordance with the highest industry standards;
 - (b) commit itself to customer satisfaction as a core aspect of its business and deal with customers ethically, professionally and in good faith, including, but not limited to taking the following steps:
 - (i) responding promptly to customer complaints relating to work performed by the Contractor staff and resolving the same promptly;
 - (ii) charging customers competitive market rates for the work performed by the Contractor;

- (iii) providing customers with, at a minimum, market-standard service contracts and warranties for work performed, with such warranties having a duration of at least one (1) year from the date of completion of the work or any longer duration specified by a manufacturer; and
 - (iv) making available to its customers all information regarding its eligibility for grants, promotional offers or rebates as a result of Network membership and providing clients reasonable assistance in applying for and processing the same.
- (c) ensure it continues to meet the Accreditation Criteria, including maintaining in force all necessary licenses, registrations, permits and authorizations forming part of the Accreditation Criteria;
- (d) complete any additional training, or maintain any additional qualifications, required to maintain membership in the Network, within the timelines required by the HPSC;
- (e) on request, provide the HPSC with any information or evidence requested by the HPSC to confirm the Contractor meets the Accreditation Criteria or is otherwise in compliance with this Agreement as well as make itself available for interviews or site visits with HPSC staff;
- (f) give the HPSC immediate written notice of, and any additional information or documentation requested by the HPSC in respect to:
 - (i) any customer complaints referenced in section 3(b)(i) above;
 - (ii) any investigation, enforcement action, suspension of its authorization, fine or other penalty imposed by any government body or regulatory authority in respect to the Contractor, and any additional details requested by the HPSC on the proceeding and final outcome of such claim;
 - (iii) any failure by the Contractor to continue to meet the Accreditation Criteria during the Contractor's membership;
- (g) treat its employees and contractors respectfully and provide them with a safe workplace, and otherwise comply with all applicable laws in respect to its dealings with its employees and contractors;
- (h) treat employees and representatives of the HPSC and its program partners respectfully and professionally;
- (i) at all times refer to itself to third parties solely as a "Registered contractor under the Home Performance Contractor Network" and confirm that its relationship with the HPSC is limited to being a member of the Network. Without limiting the generality of the foregoing, the Member will not use the terms "representative," or "partner," in describing its affiliation with the HPSC, or otherwise indicate to any third parties that it is a direct representative or partner of the HPSC;
- (j) not hold itself out as acting as an agent, employee, or representative of the HPSC or any other Members, or purport to bind the HPSC or any other Members to any agreement of any nature with a customer or other third party;

- (k) not indicate directly or indirectly to a customer or third party that the HPSC recommends that such customer or third party retain the Contractor because of its membership in the Network;
- (l) create and keep in place a quality management protocol, setting out in detail how the Contractor is committed to ensuring it provides quality work and exceeds customer expectations, and allow the HPSC at any time to review such plan
- (m) attend or if requested cause its staff to attend, any mandatory training or orientation sessions requested by the HPSC;
- (n) ensure that its staff are attired in a professional manner when dealing with customers and, equipment and vehicles are at all times clean and well maintained;
- (o) will make use of the Licensed Material in accordance with section 3 of this Agreement;
- (p) comply with any additional requirements relating to membership in the Network consistent with the Network objectives as may be set out by the HPSC from time to time;
- (q) provide the HPSC with the right to use the Contractor's name and logo on its website and in its promotional materials for the purpose of promoting the Contractor's participation in the Network;
- (r) pay any fees required to maintain membership in the Network on the dates required. Please note that currently no fee is required to obtain or maintain membership in the Network, however this may change at a later date.

3.2. Representations and Warranties. The Contractor represents and warrants (and covenants, where applicable) that the following is true and will remain true for the duration of the Contractor's membership in the Network:

- (a) it is a corporation or partnership, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has the power and capacity to enter into this Agreement and carry out its terms;
- (b) the execution and delivery of this Agreement has been duly and validly authorized by all necessary action on the Contractor, and this Agreement constitutes a legal, valid and binding obligation of the Contractor;
- (c) neither the execution and delivery of this Agreement nor the completion of its obligations herein will violate any of the terms and provisions of the memorandum, articles or notice of articles, or other constating documents of the Contractor, or any order, decree, statute, by-law, regulation, covenant or restriction applicable to the Contractor; and
- (d) all the information that has been or will be provided by the Contractor to the HPSC pursuant to this Agreement, including any Application Materials or any information provided pursuant to any Assumption Form, or any other written or oral disclosure by the Contractor to the HPSC, is and will be accurate and correct, and free of any material omissions.

3.3. Non-Solicitation. The Contractor will not, during the term of this Agreement and for a period of two (2) years thereafter, in any capacity or manner, whether directly or indirectly, individually or jointly or in conjunction with any person: (a) induce or attempt to induce any customer, supplier,

partner or contractor of the HPSC to reduce or curtail its business with the HPSC or to terminate its relationship with same; (b) induce or encourage any employee, contractor or subcontractor of the HPSC to leave the employment of, or engagement with, the HPSC, or authorize, assist, approve or encourage any such action by any other person; (c) hire or attempt to hire or otherwise solicit any employee, contractor or subcontractor of the HPSC, or authorize, assist, approve or encourage any such action by any other person; or (d) without limiting the generality of (a), attempt to induce any Member to terminate their membership in the Network.

4. USE OF LICENSED MATERIALS

4.1. License. Commencing on the date a Contractor is accepted as a Member of the Network, and ending on the date the Network or the Contractor's membership in the same is suspended or terminated for any reason, the HPSC grants the Contractor a limited, revocable, non-exclusive, non-assignable, non-sub-licensable license to use the Licensed Material for the purpose of identifying itself as a Member of the Network in accordance to this Agreement.

4.2. License Restrictions. The License referenced in section 4.1 is subject to the following restrictions, and the Contractor agrees that:

- (a) the Licensed Material may only be used by posting the same on the Contractor's website (and not on any third-party websites) or other electronic marketing materials and as part of the Contractor's email signature and not on a stand-alone basis but only next to the Contractor's business name or logo confirming the Contractor is a member of the Network;
- (b) the Licensed Material may only be used while the Contractor is a Member in good standing of the Network and not in default of any provision of this Agreement, and the Contractor agrees to immediately cease using and destroy any copies of the Licensed Material in its possession once it is no longer a Member of the Network for any reason;
- (c) the Licensed Materials may not be used to promote aspects of the Contractor's business unrelated to the Network;
- (d) the Contractor may not provide any third party with any right to use the Licensed Material in any manner;
- (e) the Licensed Material may only be used in the form and in accordance with any directions respecting to the use of the same provided by the HPSC, and the Contractor agrees not to alter, crop, stretch, resize, change the colors of (including by using a black and white version), add graphical elements to, or otherwise change any graphical elements of the Licensed Materials in any manner without the prior written consent of the HPSC; and
- (f) the HPSC may terminate the Contractor's right to use the Licensed Material at any time for any reason.

4.3. Notice of Infringement. Contractor shall immediately notify the HPSC in writing of any unauthorized use, passing off, or other infringement of any nature in respect to the Licensed Materials upon becoming aware of the same, and provide the HPSC with any additional information reasonably requested in respect to the same, as well as cooperate with any attempts by the HPSC to prevent such further infringement.

4.4. Protection of Licensed Material. The Contractor shall protect at all times the Licensed Materials such that Contractor's errors or omissions do not devalue or impair the same and shall not make use of or attempt to register any copyright or trademark that is confusingly similar with any

copyright or trademark owned by the HPSC, including any copyright or trademark of the HPSC in respect to the Licensed Material.

- 4.5. No Assignment. No term of this Agreement shall act as any assignment of any intellectual property in Licensed Material to the Contractor, and such Licensed Material and all goodwill in the same shall at all times remain the exclusive property of the HPSC.

5. TERM AND TERMINATION

- 5.1. Term. This Agreement shall remain in effect from the date the Contractor executes an Assumption Form until the earlier of:

- (a) the date any membership application is rejected by the HPSC (provided that if the Contractor is subsequently accepted into the Network after a subsequent application this Agreement shall bind the parties);
- (b) the date the HPSC provides the Contractor notice this Agreement is terminated, including pursuant to section 5.2 below;
- (c) the date that is thirty (30) days after the date the Contractor provides notice to the Company that it wishes to terminate this Agreement;
- (d) the date this Agreement is terminated pursuant to section 9.2 of this Agreement; or
- (e) the date the Network is terminated by the HPSC for any reason.

- 5.2. Early Termination. The HPSC may terminate, suspend or restrict a Contractor's membership in the Network at any time for any reason, including but not limited to the Contractor failing to meet Accreditation Criteria, or any other breach by the Contractor of its obligations pursuant to this Agreement, including any breach of the Contractor Code of Conduct set out in section 3.1 above. The Contractor agrees and acknowledges the HPSC is not obligated to provide the Contractor with an opportunity to respond to any concerns of the HPSC that may result in the termination of the Contractor's membership in the Network, or provide the Contractor with reasons for termination of its membership.

- 5.3. Effect of Termination. Without limiting the generality of the foregoing, upon termination of this Agreement the Contractor shall immediately (a) cease holding itself out as a member of the Network or accessing the member benefits set out in section 1.2 above; (b) cease making use of the Licensed Material in any manner and destroy any copies of the Licensed Material in its possession; and (c) destroy any training or other materials provided to it by the HPSC pursuant to this Agreement and cease making use of the same.

6. LIABILITY LIMITATIONS AND INDEMNIFICATION

- 6.1. DISCLAIMER. THE HPSC MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY OR IMPLIED WITH RESPECT TO MEMBERSHIP IN THE NETWORK OR THE RIGHTS OR SERVICES PROVIDED BY IT PURSUANT TO THIS AGREEMENT. THE HPSC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS IN RESPECT TO THE SAME.
- 6.2. Indirect Damages. Notwithstanding anything herein contained to the contrary, in no event whatsoever will the HPSC, its directors, officers, employees, agents, contractors or affiliates, be liable for any claim for: (a) punitive, exemplary or aggravated damages; (b) damages for loss of

profits or revenue; (c) indirect, consequential or special damages of any kind; or (d) contribution, indemnity or set-off in respect of any claims against Contractor by any third party.

- 6.3. Maximum Liability. Without limiting the generality of sections 6.1 and 6.2, the maximum total liability of the HPSC, and its suppliers, directors, officers, agents, representatives, shareholders and employees, for any claim whatsoever, under any circumstances, regardless of the cause of action and including without limitation claims for breach of contract, tort, negligence or otherwise, and Contractor's sole remedy therefore, shall be strictly limited to an award for direct, provable damages not to exceed the amount of \$100 CAD.
- 6.4. Limitation on Actions. Notwithstanding anything herein contained to the contrary, no action arising out of or relating to the Agreement, or the HPSC's obligations hereunder, regardless of form, may be brought by Contractor more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by Contractor.
- 6.5. Indemnification. During the term of this Agreement and for a period of two (2) years immediately following the termination of the same, the Contractor agrees to indemnify, protect and hold harmless the HPSC and its directors, officers, employees, agents, members, representatives and affiliates (the "**Indemnified Parties**") from and against any and all losses, costs, claims, damages and liabilities of any nature which the Indemnified Parties may become subject to as a result of (a) any breach by the Contractor of its obligations pursuant to this Agreement; or (b) any claim brought by a third party against an Indemnified Party relating to this Agreement or the Contractor.

7. CONFIDENTIALITY

- 7.1. Definition. In this Agreement "**Confidential Information**" means any information that may be reasonably considered confidential or proprietary to the HPSC, including information regarding the application process, the content of any communications between the HPSC and the Contractor or its clients, and the content of any training materials or presentations provided by the HPSC to the Contractor, whether provided in oral, written, graphic or electronic form. Notwithstanding the foregoing, the term Confidential Information does not include information that (a) was in the public domain at the time it was communicated to the Contractor; (b) entered the public domain after the time it was communicated to the Contractor through no fault of Contractor; (c) was rightfully in the Contractor's possession free of any obligation of confidence at the time it was communicated to the Contractor.
- 7.2. Non-Disclosure. Contractor agrees that it shall not during or after the term of this Agreement, or at any time thereafter, disclose any Confidential Information to any third party, or use any Confidential Information for any purpose unrelated to this Agreement. Contractor further agrees to bind its employees and subcontractors to the terms and conditions of substantially as protective as this Section 7.2. Notwithstanding the foregoing no term of this Section 7.2 shall supplant or affect the Contractor's confidentiality obligations to the HPSC at common law.
- 7.3. Permitted Disclosure. Notwithstanding section 7.2, Contractor shall be entitled to disclose the Confidential Information (a) to its legal and other professional advisors provided such advisors are bound by professional confidentiality; and (b) if required by law do so, provide the HPSC reasonable prior notice of such disclosure.

8. CONSENT TO DISCLOSURE OF CONTRACTOR INFORMATION

- 8.1. Consent to Disclosure. The Contractor acknowledges that the Network is operated by HPSC in conjunction certain third-party Partners, including BC Hydro, FortisBC Energy Inc. and FortisBC Inc and the BC Provincial Government (collectively the “Partners”). The Contractor agrees and acknowledges that as a result of operating the Network, HPCN may share certain information related to the Contractor (“Contractor Information”) with the Partners. The Contractor Information includes but is not limited to:
- (a) the date the Contractor entered into this Agreement;
 - (b) the industry sector and regions of British Columbia that the Contractor operates in;
 - (c) the Contractor’s legal business name and any applicable trade names it may operate under;
 - (d) the name and contact information of Contractor contact persons;
 - (e) the Contractor’s contact information, including business address, telephone number, fax number and email address;
 - (f) the Contractor’s business license number and GST/PST registration number;
 - (g) such additional information as may be reasonably requested by our Partners, which release is reasonably necessary for the operation of the Network including but not limited to performance-related issues relating to the Contractor;

The Contractor hereby consents to the disclosure of the Contractor Information to the Partners, and agrees to release and hold harmless the HPSC of any liability of any nature in relation to the release of the Contractor Information, including any liability pursuant to the *Personal Information Protection Act* (British Columbia) or any other applicable legislation.

- 8.2. Freedom of Information Act. The Contractor agrees and acknowledges that certain Partners is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) and associated regulations and other applicable freedom of information legislation (“FOI Legislation”), and agrees that Contractor Information disclosed to the Partners may be subject to such FOI Legislation, and may be subject to potential disclosure to members of the public as a result. The Contractor agrees to release and hold harmless the HPSC of any liability of any nature in relation to the release of the Contractor Information due to the FOI Legislation.

9. GENERAL

- 9.1. Entire Agreement. This Agreement, including any schedules attached thereto, is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter, whether oral or in writing.
- 9.2. Amendments. The HPSC may amend this Agreement from time to time by providing the Contractor written notice of such amendments, including by posting notice of the same to its website. Such notice shall include the date that the amended Agreement is to come into effect (the “Amendment Date”), which shall be no sooner than fourteen (14) calendar days from the date of such notice. Upon the HPSC providing such notice to the Contractor, the Contractor shall

be bound by this amended Agreement unless it notifies the HPSC in writing that it wishes to terminate this Agreement before the Amendment Date, in which case this Agreement shall terminate as of the Amendment Date and the Contractor shall no longer be a member of the Network. This Agreement may not be otherwise amended except in writing with the consent of both parties.

- 9.3. No Joint Venture. The relationship of the parties shall at all times be that of independent contractors and is not, and no party shall represent itself to be an agent, joint venturer, partner, officer, director or employee of the other party. The relationship under the Agreement shall not create any legal partnership, franchise relationship or other form of legal association between the parties that would impose a liability between the parties or to third parties.
- 9.4. No Waiver. Neither party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than (a) by an authorized representative; and (b) in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- 9.5. Severable Provisions. In the event that any article, section, clause, paragraph or subparagraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable for any reason whatsoever, the unenforceability or invalidity shall not affect the enforceability or the validity of the remaining portions of this Agreement, and such unenforceable or invalid article, section, clause, paragraph or subparagraph shall be severable from the remainder of this Agreement.
- 9.6. Assignment. Neither party may assign or delegate its duties under the, in whole or in part, without the non-assigning party's prior written consent, and any such purported assignment shall be of no force and effect.
- 9.7. Enurement. The Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 9.8. Governing Law. The Agreement shall be governed by the laws of the British Columbia and the federal laws of Canada applicable therein, without regard to the conflict of laws. The parties attorn to the exclusive jurisdiction of the courts of British Columbia for the resolution of any dispute related to this Agreement.
- 9.9. Further Acts. Each Party shall do such acts and shall execute such other documents and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other party may in writing at any time and from time to time reasonably request be done and/or executed, in order to give full effect to the provisions of the Agreement.
- 9.10. Notices. All notices, consents and other communications hereunder shall be in writing and shall be provided by email to the HPSC as the following email address: info@homeperformance.ca, and to the Contractor at the email or physical address provide in the applicable Assumption Form. Proof of delivery shall constitute proof of receipt.
- 9.11. Legal Advice and Interpretation. Each of the parties hereto acknowledges that each party had an opportunity to obtain legal advice before entering into the Agreement. The parties further agree that no law or rule of construction shall be raised or used in which the provisions of the Agreement shall be construed in favor or against any party hereto because one is deemed to be the author thereof.

- 9.12. Headings. The division of the Agreement into articles, sections, subsections and paragraphs and the insertion of headings are for convenience and reference only and shall not affect the construction or interpretation of the Agreement. The articles, section, subsection and paragraph headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of the Agreement.
- 9.13. Number and Gender. In the Agreement, words importing the singular include the plural and vice versa; and words importing gender include all genders.
- 9.14. Counterparts. Any Assumption Form may be executed electronically. Delivery of an executed counterpart of a signature page to the Assumption Form by fax or email shall be effective as delivery of a manually executed counterpart, and if so executed and transmitted, the Assumption Form and this Agreement will be for all purposes as effective as if the Contractor had executed an original copy of the Assumption Form.

ASSUMPTION FORM

This Assumption Form is subject to the Home Performance Contractor Network Standard Contract Terms (the “**Terms**”), which are attached to this Assumption Form, and by executing this Assumption Form you are agreeing to be bound by the Terms. The Terms and adopted by reference herein and form an integral part of the agreement between Home Performance Stakeholder Council Association and the Contractor. All capitalized terms not otherwise defined in this Assumption Form shall have the same meaning as in the Terms.

Contractor Legal Company Name:	
Doing Business As (if applicable):	
Contractor Company Address:	
Contractor Contact Full Name:	
Contractor Contact Email:	
Contractor Contact Phone Number:	
Assumption Form Date:	

I am an authorized representative of the Contractor and hereby agree on behalf of the Contractor to be bound by the Home Performance Contractor Network Standard Contract Terms. **I understand and acknowledge that executing this Assumption Form does not confirm acceptance to the Home Performance Contractor Network Program, and before the Contractor can qualify as a member of the Network its application must be reviewed and approved by the Home Performance Stakeholder Council Association.**

Contractor Legal Company Name: _____





Per: _____
Authorized Signatory

Name:

Title:

SCHEDULE "A"
LICENSED MATERIAL

The Home Performance Contractor Network (HPCN) logo, in its various colour arrangements with usage guidelines, otherwise referred to as the "badge", "seal", or "marker".

 The logo is a circular seal with a scalloped edge. It features a blue outer ring with the text "HOME PERFORMANCE" at the top and "CONTRACTOR NETWORK" at the bottom, separated by two small stars. The center of the seal contains a stylized illustration of three houses in shades of blue and white.	<p>Full colour:</p> <ul style="list-style-type: none">• standard use available for all Members• white and light backgrounds
 The logo is a circular seal with a scalloped edge, rendered in a bright blue color. It features a blue outer ring with the text "HOME PERFORMANCE" at the top and "CONTRACTOR NETWORK" at the bottom, separated by two small stars. The center of the seal contains a stylized illustration of three houses in white.	<p>Bright blue:</p> <ul style="list-style-type: none">• subject to approval from the HPSC• for special consideration
 The logo is a circular seal with a scalloped edge, rendered in white. It features a white outer ring with the text "HOME PERFORMANCE" at the top and "CONTRACTOR NETWORK" at the bottom, separated by two small stars. The center of the seal contains a stylized illustration of three houses in white. The entire logo is set against a solid black background.	<p>White:</p> <ul style="list-style-type: none">• subject to approval from the HPSC• for monochrome collateral, black background only
 The logo is a circular seal with a scalloped edge, rendered in black. It features a black outer ring with the text "HOME PERFORMANCE" at the top and "CONTRACTOR NETWORK" at the bottom, separated by two small stars. The center of the seal contains a stylized illustration of three houses in black.	<p>Black:</p> <ul style="list-style-type: none">• subject to approval from the HPSC• for monochrome collateral, white background only

[Redacted Signature Line]

Authorized Signature

[Redacted Name Line]

[Print name of Authorized Signatory for the Contractor]

OFFICE USE ONLY
Acknowledged and accepted on the ____ day of _____, 20____ on behalf of the Home Performance Stakeholder Council
By: _____ Authorized Signature