



# U.S. DOE Zero Energy Ready Home

## Partnership Agreement for Single-Family Homebuilders, Multifamily Builders, and Developers

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### **General Terms and Commitments for participation in the U.S. Department of Energy Zero Energy Ready Home program (ZERH) and for the use of ZERH Marks**

This agreement contains the general terms applicable to partners' use of the ZERH mark and describes the commitments made by the U.S. Department of Energy (DOE) for the benefit of the ZERH program and its partners. Additional terms and commitments for single-family homebuilders, multifamily builders, and developers that partner with the ZERH program are also included. DOE may periodically amend these Terms and Commitments and will provide notice to partners.

Through this agreement, the registered organization ("Partner") joins in partnership with the Department of Energy (DOE). Partner recognizes that by accepting this agreement the organization is expected to construct and certify homes to meet the applicable DOE Zero Energy Ready Home Program Requirements.

This agreement is voluntary and can be cancelled by either party at any time and for any reason, with no penalty. Upon cancellation of this agreement, a partner will no longer have access to program benefits and must promptly cease its use of the ZERH name and marks.

*By affixing an electronic signature to the Partnership Agreement, the signatory understands that they are committing their organization to partnership with the ZERH program, acknowledges DOE's commitments to its partners, and agrees to comply with all Terms and Commitments of this agreement.*

### **DOE Commitments**

1. DOE will work to increase awareness of the ZERH program and broaden public recognition of the ZERH mark as the trusted, government-backed symbol for zero energy ready homes.
2. DOE will provide partners with timely program updates, information, and resources via the ZERH website, webinars, newsletters, e-mail, and presentations.
3. DOE will provide partners with recognition for their participation in the program through the DOE website, awards, and other media.
4. DOE will respond to requests for information or clarification regarding ZERH program policies.
5. DOE will provide participants with access to the DOE Zero Energy Ready Home partner logos. DOE retains rights to the DOE Zero Energy Ready Home name, logo and label. Use and reproduction of the logo and graphic without specific authorization and full compliance with the [Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo](#) are prohibited.

### **General Terms and Commitments for All ZERH Partners**

1. Partner will use the ZERH name and mark in accordance with the most current edition of the [Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo](#) and ensure that its authorized representatives (including, but not limited to, advertising agencies, distributors, installers, subcontractors, sales agents, and retailers) also abide by these requirements.



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2. Partner shall meet all requirements set forth in the applicable DOE Zero Energy Ready Home program requirements when pursuing certification of homes.
3. Partner will not construe, claim, or imply that its participation in ZERH constitutes federal government approval, acceptance, or endorsement of anything other than the organization's participation in the ZERH program and acknowledges that partnership does not constitute the federal government's endorsement of the partner, its buildings, homes, or services.
4. Partner will not state or imply that the ZERH label indicates that a home, apartment, or building is structurally sound or safe, constructed in accordance with applicable laws, regulations or codes, or free of mold, mildew, volatile organic compounds, allergens, or soil gases (including radon).
5. Partner understands that DOE does not provide warranties and is not liable for construction defects or deficiencies resulting from the proper or improper application of the ZERH program requirements.
6. Partner acknowledges that its activities undertaken in connection with the ZERH program are voluntary and not intended to provide services to the federal government. Partner may not submit claims for compensation to any federal agency for its ZERH activities.
7. Partner will act in good faith to resolve conflicts that may arise in relation to its program partnership and will seek to resolve all matters to preserve maximum public confidence in ZERH.
8. This agreement is strictly for internal purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.
9. Partner understands that DOE periodically updates the ZERH program requirements and the Terms and Commitments of the ZERH Partnership Agreement. Partner is responsible for monitoring the ZERH website and DOE's communications and incorporating any required program changes into its activities. DOE will provide adequate notice to partners before the effective date of any revised requirements.
10. If partner fails to comply with any of the Terms and Commitments of this agreement, or uses the ZERH mark improperly, DOE will take action in accordance with the procedures described in the [Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo](#).

### **Terms and Commitments Specific to Single-Family Homebuilders, Multifamily Builders, and Developers Participating in the ZERH Program**

1. Partner understands that all homes and multifamily buildings that are certified as ZERH must be independently inspected, tested, and verified to meet all applicable ZERH program requirements by a DOE-recognized Home Certification Organization for the Zero Energy Ready Home program (HCO for ZERH) or Multifamily Review Organization for the Zero Energy Ready Home program (MRO for ZERH). These organizations may delegate certain elements of their ZERH certification programs to qualified designees, such as Energy Rating Companies (e.g., home energy raters and providers) and functional testing agents.



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- HCOs for ZERH which are approved by DOE to operate in all states except California must oversee certifications on all single-family homes and multifamily buildings using the Energy Rating Index compliance path.
  - HCOs for ZERH which are approved by DOE to operate in California must oversee certifications on all single-family homes and multifamily buildings with three or fewer stories.
  - MROs for ZERH which are approved by DOE to operate in all states except California must oversee certifications on all multifamily buildings using ASHRAE 90.1 or prescriptive-based verification.
  - MROs for ZERH which are approved by DOE to operate in California must oversee certifications on all multifamily buildings with four or more stories.
2. Partner must ensure that a completed ZERH Certificate (provided to the partner by their HCO for ZERH, MRO for ZERH, or their designee) is provided to the owner of all homes/apartments that are verified to meet all ZERH program requirements.
  3. When a partner (and/or its authorized representative) specifies in a sales contract that a home, apartment, or building will earn the ZERH certification/label, it must meet all applicable ZERH program requirements. Further, partner must ensure that the appropriate reference is used when referring to the ZERH program and certification in sales contracts.
    - For single-family homes, partner shall only refer to the home as a "ZERH certified home," (terms such as 'ZERH rated' and 'ZERH compliant' shall not be used).
    - For multifamily buildings of any height, partner shall refer to the units within as "ZERH certified apartments," "ZERH certified condos," "ZERH certified homes," or "ZERH certified units," (terms such as 'ZERH rated' and 'ZERH compliant' shall not be used).
      - i. For mixed-use buildings, only the portion of the building covered by the ZERH program requirements may be referred to as "ZERH certified." Further, for any unit in a building to be ZERH-certified, all units and common spaces in the building must be ZERH-certified.
  4. To be eligible for partnership, an organization must:
    - Maintain at least one organizational contact in their ZERH partner account that is receiving required programmatic email communications from DOE.
    - Watch the [ZERH Orientation video](#).
    - Have at least one home or apartment built and certified to earn the ZERH label and reported to DOE within the first 18 months of signing the ZERH Partnership Agreement and every 18-month period thereafter.
      - i. Partners not fulfilling this requirement will be deemed 'inactive' and must promptly cease all use of the DOE Zero Energy Ready 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.
  5. To preserve maximum public confidence in ZERH, partner will act promptly and in good faith to resolve conflicts that arise in relation to its program partnership or the performance of its ZERH-certified homes, apartments, or multifamily buildings.



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- Upon request, partner must provide DOE, or its designated agents, with relevant documentation regarding any home, apartment, or building that was certified as ZERH (or potentially represented to homebuyers or renters as such). This documentation may include, but is not limited to: identification of the Energy Rating Company that performed the certification, construction specifications, design and installation documentation from the HVAC installer, sales contracts, and any relevant promotional materials.
- If, following an investigation, DOE determines that a home or building's certification shall be withdrawn, partner will promptly rescind the ZERH Certificate from the home or building owner and cease distribution of promotional or other materials that imply that the home or building is ZERH-certified.

### **Dispute Resolution**

Partner and DOE will assume good faith as a general principle for resolving conflicts under the DOE Zero Energy Ready Home program. Both parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in the DOE Zero Energy Ready Home. Parties agree to seek to mutually resolve any matter in dispute. The agreement may be terminated by reasonable advance written notice of intent to terminate by either party.

### **Entry into Force**

Both parties concur that this agreement and the terms outlined in the supporting documents, including DOE Zero Energy Ready Home National Program Requirements and Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo, will be effective when signed electronically by both parties. By completing registration, you are electronically signing this agreement, and, as an official representative of your organization, you agree to these terms. By electronically approving your registration, DOE agrees to the terms of this partnership.