

GREEN BUILT HOMES TERMS AND CONDITIONS

The Builder and Green Built Homes (GBH) agree that the primary intent of this program is to enhance the builder's market exposure by heightening and taking advantage of the market's demand for environmentally sensible homes. This is a voluntary agreement between the Registered Builder and the GBH Program. The GBH program makes no representations or certifications regarding homes registered other than those that the builder has agreed to comply with the Checklist and the intent and principles of the program. It is the Builder's responsibility to monitor his/her own compliance.

A. GREEN BUILT HOMES PROGRAM RESPONSIBILITIES

- 1. GBH will aid the Builder in attaining technical assistance to implement a green building program.
- 2. GBH will conduct, at the program's discretion, training opportunities to enhance the Builder's understanding of green building practices and marketing strategies.
- 3. GBH will conduct a general advertising and promotional campaign to increase public awareness of the program members and associated benefits of green building.
- 5. GBH will provide program marketing materials as appropriate for distribution by members.
- 6. If the Builder believes that GBH is not meeting its stated commitments, the builder agrees to notify the GBNC director in writing, with the expressed intent to resolve the issue to the Builder's satisfaction.

B. BUILDER RESPONSIBILITIES

- 1. All homes registered as GBH will meet minimum requirements as set forth by the GBH Checklist. The Checklist is reviewed annually for content and clarity and is therefore subject to change. Builders are responsible for meeting new standards as they develop within the program.
- 2. The Builder will provide accurate addresses and other pertinent information regarding registered homes, and will pay the associated registration fees.
- 3. The Builder will substantially participate in promoting the GBH and allow use of the Builder's name in GBH promotional efforts, to include print and electronic media. "Substantially participate" means, at a minimum to: Display GBH literature in model homes and sales office; use the GBH logo in print advertising; ensure that sales representatives have a working knowledge of the benefits of GBH.
- 4. The Green Built Homes Program will conduct mandatory and random verifications of the GBH Checklist to maintain quality control and program credibility, and maintain ongoing training, technical support and education for builder members.
- 5. Failure to meet the Terms and Conditions listed herein can result in termination of membership. If the builder is terminated, or chooses to voluntarily withdraw from GBH, all signage, literature and promotional materials must be returned to GBH director, and the builder will refrain from further identification with GBH through name or use of the GBH logo.
- 6. As a member of GBH, the Builder agrees to abide by the terms and conditions with regard to GBH logo use. The Builder understands that failure to abide by these terms and conditions will result in revocation of and further access to GBH logos.

C. LOGO USE TERMS AND CONDITIONS

- **1.** The logo may NOT be altered, cut apart, or otherwise distorted in perspective or appearance; Enlargement or reduction of the logo in size to fit the media is allowed.
- 2. If all Builder's homes are not registered and built to GBH Program standards, the Builder WILL CLEARLY DISTINGUISH in advertising and promotional efforts those homes registered with GBH from those that are not. Anyone who misuses the logo will be contacted in writing or by telephone. A reasonable amount of time, per the discretion of the Program Director, will be given to correct the error; Failure to correct the error may result in revocation of and access to logo use.
- **3.** If the Builder is terminated due to failure to meet the Terms and Conditions agreed to under BUILDER RESPONSIBILITIES of the Builder Registration Form, or if the builder chooses to voluntarily withdraw from GBH, all promotional materials must be returned to the GBH Director, and the Builder will refrain from further identification with GBH through name or use of the GBH logo.
- **4.** GBH is a home certification program only. The GBH logo should be used to market homes and to indicate that the Builder builds homes that meet the GBH standards. The GBH logo should not be used to indicate "GBH Certified Builder" or derivation there of.
- **5.** GBH does not certify communities. Communities that have registered 100% of their homes can use GBH logo and marketing materials but may in no way indicate a "GBH Certified Community"

