C|H|E|E|R|S® California Home Energy Efficiency Rating Services

DOCKET	
08-CRI-1	
DATE	OCT 21 2008
RECD.	OCT 23 2008

October 21, 2008

Arthur H. Rosenfeld, Ph.D.
Commissioner
California Energy Commission
Presiding Member, Efficiency Committee

Docket Number 08-CRI-1 – Complaint / Request for Investigation Regarding Energy Sense / MASCO

Dear Commissioner Rosenfeld:

California Home Energy Efficiency Rating Services is providing the enclosed documents as required by the Efficiency Committee Order Setting Dates for Prehearing Conference and Hearing, and Requiring the Production of Documents and Additional Information. These documents, listed below, to the best of my knowledge, constitute those specified in the Committee's order:

"Copies of all rater agreements between CHEERS and Energy Sense; between CHEERS and any EnergySense employee; between CHEERS and any other Masco-related company; between CHEERS and any Masco employee; and between CHEERS and any employee of a Masco-related company."

A signed copy of the CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT is enclosed for each of the following individuals, whom CHEERS believes are employed by EnergySense.

1. Bair, David T.
2. Bernhardt, Corey
3. Calleros, Israel
4. Jordan, Matthew
5. Padron, Jaime
6. Perez, Joshua D.
7. Williams, Timothy

CHEERS has been informed that Mr. Jordan passed away; his agreement is included since it was signed last year.

To the best of my knowledge, this fulfills the Committee's order for documents from CHEERS.

Sincerely,

Robert A. Scott, Executive Director
CHEERS

Enclosures

20422 Beach Boulevard – Suite 235 – Huntington Beach, California 92648
(714) 969-7400 - (714) 969-7419 FAX - WWW.CHEERS.ORG

CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT

THIS AGREEMENT, effective as of the date of last signature below, is by and between CALIFORNIA HOME ENERGY EFFICIENCY RATING SERVICES ("CHEERS®") and:

David T. Bair

_____

_____("HERS RATER")

WHEREAS, HERS RATER has submitted a Rater Application, completed Title-24/Residential New Construction Rater Training and passed the Title-24/Residential New Construction Rater Certification Test; and

WHEREAS, HERS RATER and CHEERS have executed prior CHEERS TITLE 24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s)

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, CHEERS and HERS RATER agree as follows:

1. HERS RATER warrants that the information set forth in the recital set forth above is true and correct.

2. HERS RATER shall comply with the attached CHEERS Registry Agreement (attachment 1) and CHEERS Fee Schedule (attachment 2). HERS RATER shall abide by the terms and conditions of the CHEERS Registry Agreement and pay all amounts due CHEERS in accordance with the CHEERS Fee Schedule. The term of this Agreement shall co-exist with the term of the CHEERS Registry Enrollment.

3. HERS RATER shall comply with all CHEERS Policies. All current Policies are attached (attachment 3); all new and revised Policies shall be sent to HERS RATER.

4. HERS RATER shall comply with all CHEERS performance and quality assurance procedures ("Procedures"). All current Procedures are attached (attachment 4); all new and revised Procedures shall be sent to HERS RATER. Quality Assurance includes field quality assurance, Registry quality assurance and consumer quality assurance, as well as continuing education (attachment 6).

5. HERS RATER shall comply with all applicable federal, state and local laws and regulations.

6. HERS RATER shall complete all required field verification and diagnostic testing; these activities may not be performed by anyone else. HERS RATER agrees to provide true, accurate and complete ratings, field verification and diagnostic testing.

7. HERS RATER may use the CHEERS Title-24/New Construction Training Manual ("Manual") and supporting Proprietary Information under the following terms and conditions:

   A. HERS RATER agrees that the Manual and Proprietary Information are owned exclusively by CHEERS, and are protected by the copyright laws of the United States. HERS RATER agrees that HERS RATER obtains no rights in the Manual

or Proprietary Information, except to use them specifically in accordance with this Agreement.

"Proprietary Information" shall mean CHEERS confidential information, trade secrets and know-how embodied in the Manual and not generally known or available to the public, including, but not limited to, data communication processes and systems design.

B. The Manual and Proprietary Information may only be used by CHEERS certified raters ("HERS RATERS") who shall keep strictly confidential the Manual and Proprietary Information, and acknowledge that the Manual and Proprietary Information constitute valuable property and work product of CHEERS, that any breach of the confidentiality obligations hereunder may cause CHEERS irreparable harm and damage, and that all confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

C. HERS RATER may not do the following:

1. Make copies of the Manual.
2. Alter, remove or conceal any copyright or trademark notice on Manual.
3. Assign or transfer any rights to use the Manual or Proprietary Information except as set forth in this Agreement.

D. CHEERS shall have the right, without prior approval from or notice to HERS RATER, to make changes, updates, modifications or enhancements to any of its work product, and such changes, updates, modifications and enhancements shall remain the property of CHEERS.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEERS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MANUAL.

F. To the maximum extent permitted by applicable law, in no event shall CHEERS be liable for any damages whatsoever (including, without limitation, damages for loss of profits, loss of business information, business interruption, good will or any other financial loss) arising out of the use of or inability to use the Manual, even if CHEERS has been advised of the possibility of such damages.

8. HERS RATER shall transmit all data to CHEERS via the CHEERS Registry within forty–eight (48) hours after completing the field verification and diagnostic testing. HERS Rater is responsible and liable for all data transmitted hereunder.

9. HERS RATER shall keep confidential all ratings, field verifications and diagnostic testing results and all information gathered from rating customers except for transmission to CHEERS. All confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

10. HERS RATER may not rate or perform a field verification or diagnostic test on any home in which HERS RATER has any financial interest.

11. Upon written notice to CHEERS, HERS RATER may terminate this Agreement at any time.

Upon written notice to HERS RATER, CHEERS may terminate this Agreement upon the occurrence of any of the following events:

A. Failure of HERS RATER to comply with any of the terms and conditions of this Agreement or any other agreement between HERS RATER and CHEERS.

B. Conviction of a felony.

C. Disciplinary action by the Contractors State License Board or any like authority.

D. Willful failure to provide a true, accurate and complete rating, field verification or diagnostic testing.

E. Pattern of failure to provide a true, accurate and complete rating, field verification, diagnostic testing or data entry, whether willful or not.

F. Two or more complaints from ratings customers or potential customers.

G. Failure to promptly pay any amounts due CHEERS

H. Misrepresentation of HERS RATER' relationship with CHEERS.

I. Any act or failure to act which, in CHEERS' opinion, harms its name or reputation.

This Agreement shall automatically terminate upon the occurrence of any of the following events: HERS RATER or HERS RATER's business is adjudged bankrupt, placed in the hands of a receiver, makes an assignment for the benefit of creditors, takes the benefit of any insolvency act, or is liquidated or dissolved.

HERS RATER shall return to CHEERS all material received from CHEERS within ten (10) days of the date of the first to occur of any of the above-described events or any termination notice.

12. HERS RATER shall act hereunder solely as an independent contractor. HERS RATER shall not represent himself/herself to be an employee or agent of CHEERS. HERS RATER may, of course, indicate that HERS RATER is a CHEERS CERTIFIED HERS RATER.

13. HERS RATER shall indemnify and hold harmless CHEERS, its officers, directors, agents, and employees from and against all claims of all kinds arising from or in connection with performance of ratings or any other services for rating customers, including all expenses, costs, settlements, judgments, awards, and legal fees incurred by CHEERS in defense or settlement of such claims.

14. HERS RATER shall maintain appropriate insurance coverage in appropriate amounts to cover its performance hereunder.

15. This Agreement may not be assigned by HERS RATER.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. HERS RATER acknowledges that HERS RATER has read California Code of Regulations, Title 20, Chapter 4, Article 8, Sections 1670-1675 ("Regulations"), a copy of which is attached (attachment 5) and incorporated herein by reference,

understands the Regulations and agrees to provide home energy rating, field verification services and diagnostic testing services in compliance with the Regulations. HERS RATER agrees to comply with the conflict of interest requirements as specified in Section 1673(i) of the Regulations.

18. This Agreement and all attachments which are incorporated herein by reference cancel and supersede all prior CHEERS TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s) between the parties, set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except in a writing signed by both parties.

19. HERS RATER acknowledges that HERS RATER has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HERS RATER	CHEERS
Signature	Signature
David T. Bair	Robert A. Scott
Printed Name	Executive Director
5/29/08	JUN 4 2008
Date	Date

CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT

THIS AGREEMENT, effective as of the date of last signature below, is by and between CALIFORNIA HOME ENERGY EFFICIENCY RATING SERVICES ("CHEERS®") and:

COREY BERNHARDT

("HERS RATER")

WHEREAS, HERS RATER has submitted a Rater Application, completed Title-24/Residential New Construction Rater Training and passed the Title-24/Residential New Construction Rater Certification Test; and

WHEREAS, HERS RATER and CHEERS have executed prior CHEERS TITLE 24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s)

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, CHEERS and HERS RATER agree as follows:

1. HERS RATER warrants that the information set forth in the recital set forth above is true and correct.

2. HERS RATER shall comply with the attached CHEERS Registry Agreement (attachment 1) and CHEERS Fee Schedule (attachment 2). HERS RATER shall abide by the terms and conditions of the CHEERS Registry Agreement and pay all amounts due CHEERS in accordance with the CHEERS Fee Schedule. The term of this Agreement shall co-exist with the term of the CHEERS Registry Enrollment.

3. HERS RATER shall comply with all CHEERS Policies. All current Policies are attached (attachment 3); all new and revised Policies shall be sent to HERS RATER.

4. HERS RATER shall comply with all CHEERS performance and quality assurance procedures ("Procedures"). All current Procedures are attached (attachment 4); all new and revised Procedures shall be sent to HERS RATER. Quality Assurance includes field quality assurance, Registry quality assurance and consumer quality assurance, as well as continuing education (attachment 6).

5. HERS RATER shall comply with all applicable federal, state and local laws and regulations.

6. HERS RATER shall complete all required field verification and diagnostic testing; these activities may not be performed by anyone else. HERS RATER agrees to provide true, accurate and complete ratings, field verification and diagnostic testing.

7. HERS RATER may use the CHEERS Title-24/New Construction Training Manual ("Manual") and supporting Proprietary Information under the following terms and conditions:

   A. HERS RATER agrees that the Manual and Proprietary Information are owned exclusively by CHEERS, and are protected by the copyright laws of the United States. HERS RATER agrees that HERS RATER obtains no rights in the Manual

or Proprietary Information, except to use them specifically in accordance with this Agreement.

"Proprietary Information" shall mean CHEERS confidential information, trade secrets and know-how embodied in the Manual and not generally known or available to the public, including, but not limited to, data communication processes and systems design.

B. The Manual and Proprietary Information may only be used by CHEERS certified raters ("HERS RATERS") who shall keep strictly confidential the Manual and Proprietary Information, and acknowledge that the Manual and Proprietary Information constitute valuable property and work product of CHEERS, that any breach of the confidentiality obligations hereunder may cause CHEERS irreparable harm and damage, and that all confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

C. HERS RATER may not do the following:

1. Make copies of the Manual.
2. Alter, remove or conceal any copyright or trademark notice on Manual.
3. Assign or transfer any rights to use the Manual or Proprietary Information except as set forth in this Agreement.

D. CHEERS shall have the right, without prior approval from or notice to HERS RATER, to make changes, updates, modifications or enhancements to any of its work product, and such changes, updates, modifications and enhancements shall remain the property of CHEERS.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEERS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MANUAL.

F. To the maximum extent permitted by applicable law, in no event shall CHEERS be liable for any damages whatsoever (including, without limitation, damages for loss of profits, loss of business information, business interruption, good will or any other financial loss) arising out of the use of or inability to use the Manual, even if CHEERS has been advised of the possibility of such damages.

8. HERS RATER shall transmit all data to CHEERS via the CHEERS Registry within forty–eight (48) hours after completing the field verification and diagnostic testing. HERS Rater is responsible and liable for all data transmitted hereunder.

9. HERS RATER shall keep confidential all ratings, field verifications and diagnostic testing results and all information gathered from rating customers except for transmission to CHEERS. All confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

10. HERS RATER may not rate or perform a field verification or diagnostic test on any home in which HERS RATER has any financial interest.

11. Upon written notice to CHEERS, HERS RATER may terminate this Agreement at any time.

Upon written notice to HERS RATER, CHEERS may terminate this Agreement upon the occurrence of any of the following events:

A. Failure of HERS RATER to comply with any of the terms and conditions of this Agreement or any other agreement between HERS RATER and CHEERS.

B. Conviction of a felony.

C. Disciplinary action by the Contractors State License Board or any like authority.

D. Willful failure to provide a true, accurate and complete rating, field verification or diagnostic testing.

E. Pattern of failure to provide a true, accurate and complete rating, field verification, diagnostic testing or data entry, whether willful or not.

F. Two or more complaints from ratings customers or potential customers.

G. Failure to promptly pay any amounts due CHEERS

H. Misrepresentation of HERS RATER' relationship with CHEERS.

I. Any act or failure to act which, in CHEERS' opinion, harms its name or reputation.

This Agreement shall automatically terminate upon the occurrence of any of the following events: HERS RATER or HERS RATER's business is adjudged bankrupt, placed in the hands of a receiver, makes an assignment for the benefit of creditors, takes the benefit of any insolvency act, or is liquidated or dissolved.

HERS RATER shall return to CHEERS all material received from CHEERS within ten (10) days of the date of the first to occur of any of the above-described events or any termination notice.

12. HERS RATER shall act hereunder solely as an independent contractor. HERS RATER shall not represent himself/herself to be an employee or agent of CHEERS. HERS RATER may, of course, indicate that HERS RATER is a CHEERS CERTIFIED HERS RATER.

13. HERS RATER shall indemnify and hold harmless CHEERS, its officers, directors, agents, and employees from and against all claims of all kinds arising from or in connection with performance of ratings or any other services for rating customers, including all expenses, costs, settlements, judgments, awards, and legal fees incurred by CHEERS in defense or settlement of such claims.

14. HERS RATER shall maintain appropriate insurance coverage in appropriate amounts to cover its performance hereunder.

15. This Agreement may not be assigned by HERS RATER.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. HERS RATER acknowledges that HERS RATER has read California Code of Regulations, Title 20, Chapter 4, Article 8, Sections 1670-1675 ("Regulations"), a copy of which is attached (attachment 5) and incorporated herein by reference,

understands the Regulations and agrees to provide home energy rating, field verification services and diagnostic testing services in compliance with the Regulations. HERS RATER agrees to comply with the conflict of interest requirements as specified in Section 1673(i) of the Regulations.

18. This Agreement and all attachments which are incorporated herein by reference cancel and supersede all prior CHEERS TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s) between the parties, set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except in a writing signed by both parties.

19. HERS RATER acknowledges that HERS RATER has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HERS RATER	CHEERS
Signature	Signature
COREY BERNHARDT Printed Name	Robert Scott Interim Executive Director
1-23-07 Date	MAR 22 2007 Date

CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT

THIS AGREEMENT, effective as of the date of last signature below, is by and between CALIFORNIA HOME ENERGY EFFICIENCY RATING SERVICES ("CHEERS®") and:

(ISRAEL CALLEROS) ("HERS RATER")

WHEREAS, HERS RATER has submitted a Rater Application, completed Title-24/Residential New Construction Rater Training and passed the Title-24/Residential New Construction Rater Certification Test; and

WHEREAS, HERS RATER and CHEERS have executed prior CHEERS TITLE 24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s)

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, CHEERS and HERS RATER agree as follows:

1. HERS RATER warrants that the information set forth in the recital set forth above is true and correct.

2. HERS RATER shall comply with the attached CHEERS Registry Agreement (attachment 1) and CHEERS Fee Schedule (attachment 2). HERS RATER shall abide by the terms and conditions of the CHEERS Registry Agreement and pay all amounts due CHEERS in accordance with the CHEERS Fee Schedule. The term of this Agreement shall co-exist with the term of the CHEERS Registry Enrollment.

3. HERS RATER shall comply with all CHEERS Policies. All current Policies are attached (attachment 3); all new and revised Policies shall be sent to HERS RATER.

4. HERS RATER shall comply with all CHEERS performance and quality assurance procedures ("Procedures"). All current Procedures are attached (attachment 4); all new and revised Procedures shall be sent to HERS RATER. Quality Assurance includes field quality assurance, Registry quality assurance and consumer quality assurance, as well as continuing education (attachment 6).

5. HERS RATER shall comply with all applicable federal, state and local laws and regulations.

6. HERS RATER shall complete all required field verification and diagnostic testing; these activities may not be performed by anyone else. HERS RATER agrees to provide true, accurate and complete ratings, field verification and diagnostic testing.

7. HERS RATER may use the CHEERS Title-24/New Construction Training Manual ("Manual") and supporting Proprietary Information under the following terms and conditions:

   A. HERS RATER agrees that the Manual and Proprietary Information are owned exclusively by CHEERS, and are protected by the copyright laws of the United States. HERS RATER agrees that HERS RATER obtains no rights in the Manual

or Proprietary Information, except to use them specifically in accordance with this Agreement.

"Proprietary Information" shall mean CHEERS confidential information, trade secrets and know-how embodied in the Manual and not generally known or available to the public, including, but not limited to, data communication processes and systems design.

B. The Manual and Proprietary Information may only be used by CHEERS certified raters ("HERS RATERS") who shall keep strictly confidential the Manual and Proprietary Information, and acknowledge that the Manual and Proprietary Information constitute valuable property and work product of CHEERS, that any breach of the confidentiality obligations hereunder may cause CHEERS irreparable harm and damage, and that all confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

C. HERS RATER may not do the following:

1. Make copies of the Manual.
2. Alter, remove or conceal any copyright or trademark notice on Manual.
3. Assign or transfer any rights to use the Manual or Proprietary Information except as set forth in this Agreement.

D. CHEERS shall have the right, without prior approval from or notice to HERS RATER, to make changes, updates, modifications or enhancements to any of its work product, and such changes, updates, modifications and enhancements shall remain the property of CHEERS.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEERS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MANUAL.

F. To the maximum extent permitted by applicable law, in no event shall CHEERS be liable for any damages whatsoever (including, without limitation, damages for loss of profits, loss of business information, business interruption, good will or any other financial loss) arising out of the use of or inability to use the Manual, even if CHEERS has been advised of the possibility of such damages.

8. HERS RATER shall transmit all data to CHEERS via the CHEERS Registry within forty–eight (48) hours after completing the field verification and diagnostic testing. HERS Rater is responsible and liable for all data transmitted hereunder.

9. HERS RATER shall keep confidential all ratings, field verifications and diagnostic testing results and all information gathered from rating customers except for transmission to CHEERS. All confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

10. HERS RATER may not rate or perform a field verification or diagnostic test on any home in which HERS RATER has any financial interest.

11. Upon written notice to CHEERS, HERS RATER may terminate this Agreement at any time.

Upon written notice to HERS RATER, CHEERS may terminate this Agreement upon the occurrence of any of the following events:

A. Failure of HERS RATER to comply with any of the terms and conditions of this Agreement or any other agreement between HERS RATER and CHEERS.

B. Conviction of a felony.

C. Disciplinary action by the Contractors State License Board or any like authority.

D. Willful failure to provide a true, accurate and complete rating, field verification or diagnostic testing.

E. Pattern of failure to provide a true, accurate and complete rating, field verification, diagnostic testing or data entry, whether willful or not.

F. Two or more complaints from ratings customers or potential customers.

G. Failure to promptly pay any amounts due CHEERS

H. Misrepresentation of HERS RATER' relationship with CHEERS.

I. Any act or failure to act which, in CHEERS' opinion, harms its name or reputation.

This Agreement shall automatically terminate upon the occurrence of any of the following events: HERS RATER or HERS RATER's business is adjudged bankrupt, placed in the hands of a receiver, makes an assignment for the benefit of creditors, takes the benefit of any insolvency act, or is liquidated or dissolved.

HERS RATER shall return to CHEERS all material received from CHEERS within ten (10) days of the date of the first to occur of any of the above-described events or any termination notice.

12. HERS RATER shall act hereunder solely as an independent contractor. HERS RATER shall not represent himself/herself to be an employee or agent of CHEERS. HERS RATER may, of course, indicate that HERS RATER is a CHEERS CERTIFIED HERS RATER.

13. HERS RATER shall indemnify and hold harmless CHEERS, its officers, directors, agents, and employees from and against all claims of all kinds arising from or in connection with performance of ratings or any other services for rating customers, including all expenses, costs, settlements, judgments, awards, and legal fees incurred by CHEERS in defense or settlement of such claims.

14. HERS RATER shall maintain appropriate insurance coverage in appropriate amounts to cover its performance hereunder.

15. This Agreement may not be assigned by HERS RATER.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. HERS RATER acknowledges that HERS RATER has read California Code of Regulations, Title 20, Chapter 4, Article 8, Sections 1670-1675 ("Regulations"), a copy of which is attached (attachment 5) and incorporated herein by reference,

understands the Regulations and agrees to provide home energy rating, field verification services and diagnostic testing services in compliance with the Regulations. HERS RATER agrees to comply with the conflict of interest requirements as specified in Section 1673(i) of the Regulations.

18. This Agreement and all attachments which are incorporated herein by reference cancel and supersede all prior CHEERS TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s) between the parties, set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except in a writing signed by both parties.

19. HERS RATER acknowledges that HERS RATER has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HERS RATER	CHEERS
Signature	Signature
ISRAEL CALLEROS	
Printed Name	Robert Scott Interim Executive Director
1-26-07	MAR 13 2007
Date	Date

CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT

THIS AGREEMENT, effective as of the date of last signature below, is by and between CALIFORNIA HOME ENERGY EFFICIENCY RATING SERVICES ("CHEERS®") and:

MATTHEW JORDAN

("HERS RATER")

WHEREAS, HERS RATER has submitted a Rater Application, completed Title-24/Residential New Construction Rater Training and passed the Title-24/Residential New Construction Rater Certification Test; and

WHEREAS, HERS RATER and CHEERS have executed prior CHEERS TITLE 24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s)

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, CHEERS and HERS RATER agree as follows:

1. HERS RATER warrants that the information set forth in the recital set forth above is true and correct.

2. HERS RATER shall comply with the attached CHEERS Registry Agreement (attachment 1) and CHEERS Fee Schedule (attachment 2). HERS RATER shall abide by the terms and conditions of the CHEERS Registry Agreement and pay all amounts due CHEERS in accordance with the CHEERS Fee Schedule. The term of this Agreement shall co-exist with the term of the CHEERS Registry Enrollment.

3. HERS RATER shall comply with all CHEERS Policies. All current Policies are attached (attachment 3); all new and revised Policies shall be sent to HERS RATER.

4. HERS RATER shall comply with all CHEERS performance and quality assurance procedures ("Procedures"). All current Procedures are attached (attachment 4); all new and revised Procedures shall be sent to HERS RATER. Quality Assurance includes field quality assurance, Registry quality assurance and consumer quality assurance, as well as continuing education (attachment 6).

5. HERS RATER shall comply with all applicable federal, state and local laws and regulations.

6. HERS RATER shall complete all required field verification and diagnostic testing; these activities may not be performed by anyone else. HERS RATER agrees to provide true, accurate and complete ratings, field verification and diagnostic testing.

7. HERS RATER may use the CHEERS Title-24/New Construction Training Manual ("Manual") and supporting Proprietary Information under the following terms and conditions:

   A. HERS RATER agrees that the Manual and Proprietary Information are owned exclusively by CHEERS, and are protected by the copyright laws of the United States. HERS RATER agrees that HERS RATER obtains no rights in the Manual

or Proprietary Information, except to use them specifically in accordance with this Agreement.

"Proprietary Information" shall mean CHEERS confidential information, trade secrets and know-how embodied in the Manual and not generally known or available to the public, including, but not limited to, data communication processes and systems design.

B. The Manual and Proprietary Information may only be used by CHEERS certified raters ("HERS RATERS") who shall keep strictly confidential the Manual and Proprietary Information, and acknowledge that the Manual and Proprietary Information constitute valuable property and work product of CHEERS, that any breach of the confidentiality obligations hereunder may cause CHEERS irreparable harm and damage, and that all confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

C. HERS RATER may not do the following:

1. Make copies of the Manual.
2. Alter, remove or conceal any copyright or trademark notice on Manual.
3. Assign or transfer any rights to use the Manual or Proprietary Information except as set forth in this Agreement.

D. CHEERS shall have the right, without prior approval from or notice to HERS RATER, to make changes, updates, modifications or enhancements to any of its work product, and such changes, updates, modifications and enhancements shall remain the property of CHEERS.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEERS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MANUAL.

F. To the maximum extent permitted by applicable law, in no event shall CHEERS be liable for any damages whatsoever (including, without limitation, damages for loss of profits, loss of business information, business interruption, good will or any other financial loss) arising out of the use of or inability to use the Manual, even if CHEERS has been advised of the possibility of such damages.

8. HERS RATER shall transmit all data to CHEERS via the CHEERS Registry within forty–eight (48) hours after completing the field verification and diagnostic testing. HERS Rater is responsible and liable for all data transmitted hereunder.

9. HERS RATER shall keep confidential all ratings, field verifications and diagnostic testing results and all information gathered from rating customers except for transmission to CHEERS. All confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

10. HERS RATER may not rate or perform a field verification or diagnostic test on any home in which HERS RATER has any financial interest.

11. Upon written notice to CHEERS, HERS RATER may terminate this Agreement at any time.

Upon written notice to HERS RATER, CHEERS may terminate this Agreement upon the occurrence of any of the following events:

A. Failure of HERS RATER to comply with any of the terms and conditions of this Agreement or any other agreement between HERS RATER and CHEERS.

B. Conviction of a felony.

C. Disciplinary action by the Contractors State License Board or any like authority.

D. Willful failure to provide a true, accurate and complete rating, field verification or diagnostic testing.

E. Pattern of failure to provide a true, accurate and complete rating, field verification, diagnostic testing or data entry, whether willful or not.

F. Two or more complaints from ratings customers or potential customers.

G. Failure to promptly pay any amounts due CHEERS

H. Misrepresentation of HERS RATER' relationship with CHEERS.

I. Any act or failure to act which, in CHEERS' opinion, harms its name or reputation.

This Agreement shall automatically terminate upon the occurrence of any of the following events: HERS RATER or HERS RATER's business is adjudged bankrupt, placed in the hands of a receiver, makes an assignment for the benefit of creditors, takes the benefit of any insolvency act, or is liquidated or dissolved.

HERS RATER shall return to CHEERS all material received from CHEERS within ten (10) days of the date of the first to occur of any of the above-described events or any termination notice.

12. HERS RATER shall act hereunder solely as an independent contractor. HERS RATER shall not represent himself/herself to be an employee or agent of CHEERS. HERS RATER may, of course, indicate that HERS RATER is a CHEERS CERTIFIED HERS RATER.

13. HERS RATER shall indemnify and hold harmless CHEERS, its officers, directors, agents, and employees from and against all claims of all kinds arising from or in connection with performance of ratings or any other services for rating customers, including all expenses, costs, settlements, judgments, awards, and legal fees incurred by CHEERS in defense or settlement of such claims.

14. HERS RATER shall maintain appropriate insurance coverage in appropriate amounts to cover its performance hereunder.

15. This Agreement may not be assigned by HERS RATER.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. HERS RATER acknowledges that HERS RATER has read California Code of Regulations, Title 20, Chapter 4, Article 8, Sections 1670-1675 ("Regulations"), a copy of which is attached (attachment 5) and incorporated herein by reference,

understands the Regulations and agrees to provide home energy rating, field verification services and diagnostic testing services in compliance with the Regulations. HERS RATER agrees to comply with the conflict of interest requirements as specified in Section 1673(i) of the Regulations.

18. This Agreement and all attachments which are incorporated herein by reference cancel and supersede all prior CHEERS TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s) between the parties, set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except in a writing signed by both parties.

19. HERS RATER acknowledges that HERS RATER has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HERS RATER	CHEERS
Signature	Signature
MATTHEW O. JORDAN	
Printed Name	Robert Scott Interim Executive Director
2-2-07	MAR 22 2007
Date	Date

CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT

THIS AGREEMENT, effective as of the date of last signature below, is by and between CALIFORNIA HOME ENERGY EFFICIENCY RATING SERVICES ("CHEERS®") and:

JAIME PADRON

_____

_____("HERS RATER")

WHEREAS, HERS RATER has submitted a Rater Application, completed Title-24/Residential New Construction Rater Training and passed the Title-24/Residential New Construction Rater Certification Test; and

WHEREAS, HERS RATER and CHEERS have executed prior CHEERS TITLE 24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s)

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, CHEERS and HERS RATER agree as follows:

1. HERS RATER warrants that the information set forth in the recital set forth above is true and correct.

2. HERS RATER shall comply with the attached CHEERS Registry Agreement (attachment 1) and CHEERS Fee Schedule (attachment 2). HERS RATER shall abide by the terms and conditions of the CHEERS Registry Agreement and pay all amounts due CHEERS in accordance with the CHEERS Fee Schedule. The term of this Agreement shall co-exist with the term of the CHEERS Registry Enrollment.

3. HERS RATER shall comply with all CHEERS Policies. All current Policies are attached (attachment 3); all new and revised Policies shall be sent to HERS RATER.

4. HERS RATER shall comply with all CHEERS performance and quality assurance procedures ("Procedures"). All current Procedures are attached (attachment 4); all new and revised Procedures shall be sent to HERS RATER. Quality Assurance includes field quality assurance, Registry quality assurance and consumer quality assurance, as well as continuing education (attachment 6).

5. HERS RATER shall comply with all applicable federal, state and local laws and regulations.

6. HERS RATER shall complete all required field verification and diagnostic testing; these activities may not be performed by anyone else. HERS RATER agrees to provide true, accurate and complete ratings, field verification and diagnostic testing.

7. HERS RATER may use the CHEERS Title-24/New Construction Training Manual ("Manual") and supporting Proprietary Information under the following terms and conditions:

   A. HERS RATER agrees that the Manual and Proprietary Information are owned exclusively by CHEERS, and are protected by the copyright laws of the United States. HERS RATER agrees that HERS RATER obtains no rights in the Manual

or Proprietary Information, except to use them specifically in accordance with this Agreement.

"Proprietary Information" shall mean CHEERS confidential information, trade secrets and know-how embodied in the Manual and not generally known or available to the public, including, but not limited to, data communication processes and systems design.

B. The Manual and Proprietary Information may only be used by CHEERS certified raters ("HERS RATERS") who shall keep strictly confidential the Manual and Proprietary Information, and acknowledge that the Manual and Proprietary Information constitute valuable property and work product of CHEERS, that any breach of the confidentiality obligations hereunder may cause CHEERS irreparable harm and damage, and that all confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

C. HERS RATER may not do the following:

1. Make copies of the Manual.
2. Alter, remove or conceal any copyright or trademark notice on Manual.
3. Assign or transfer any rights to use the Manual or Proprietary Information except as set forth in this Agreement.

D. CHEERS shall have the right, without prior approval from or notice to HERS RATER, to make changes, updates, modifications or enhancements to any of its work product, and such changes, updates, modifications and enhancements shall remain the property of CHEERS.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEERS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MANUAL.

F. To the maximum extent permitted by applicable law, in no event shall CHEERS be liable for any damages whatsoever (including, without limitation, damages for loss of profits, loss of business information, business interruption, good will or any other financial loss) arising out of the use of or inability to use the Manual, even if CHEERS has been advised of the possibility of such damages.

8. HERS RATER shall transmit all data to CHEERS via the CHEERS Registry within forty–eight (48) hours after completing the field verification and diagnostic testing. HERS Rater is responsible and liable for all data transmitted hereunder.

9. HERS RATER shall keep confidential all ratings, field verifications and diagnostic testing results and all information gathered from rating customers except for transmission to CHEERS. All confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

10. HERS RATER may not rate or perform a field verification or diagnostic test on any home in which HERS RATER has any financial interest.

11. Upon written notice to CHEERS, HERS RATER may terminate this Agreement at any time.

Upon written notice to HERS RATER, CHEERS may terminate this Agreement upon the occurrence of any of the following events:

A. Failure of HERS RATER to comply with any of the terms and conditions of this Agreement or any other agreement between HERS RATER and CHEERS.

B. Conviction of a felony.

C. Disciplinary action by the Contractors State License Board or any like authority.

D. Willful failure to provide a true, accurate and complete rating, field verification or diagnostic testing.

E. Pattern of failure to provide a true, accurate and complete rating, field verification, diagnostic testing or data entry, whether willful or not.

F. Two or more complaints from ratings customers or potential customers.

G. Failure to promptly pay any amounts due CHEERS

H. Misrepresentation of HERS RATER' relationship with CHEERS.

I. Any act or failure to act which, in CHEERS' opinion, harms its name or reputation.

This Agreement shall automatically terminate upon the occurrence of any of the following events: HERS RATER or HERS RATER's business is adjudged bankrupt, placed in the hands of a receiver, makes an assignment for the benefit of creditors, takes the benefit of any insolvency act, or is liquidated or dissolved.

HERS RATER shall return to CHEERS all material received from CHEERS within ten (10) days of the date of the first to occur of any of the above-described events or any termination notice.

12. HERS RATER shall act hereunder solely as an independent contractor. HERS RATER shall not represent himself/herself to be an employee or agent of CHEERS. HERS RATER may, of course, indicate that HERS RATER is a CHEERS CERTIFIED HERS RATER.

13. HERS RATER shall indemnify and hold harmless CHEERS, its officers, directors, agents, and employees from and against all claims of all kinds arising from or in connection with performance of ratings or any other services for rating customers, including all expenses, costs, settlements, judgments, awards, and legal fees incurred by CHEERS in defense or settlement of such claims.

14. HERS RATER shall maintain appropriate insurance coverage in appropriate amounts to cover its performance hereunder.

15. This Agreement may not be assigned by HERS RATER.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. HERS RATER acknowledges that HERS RATER has read California Code of Regulations, Title 20, Chapter 4, Article 8, Sections 1670-1675 ("Regulations"), a copy of which is attached (attachment 5) and incorporated herein by reference,

understands the Regulations and agrees to provide home energy rating, field verification services and diagnostic testing services in compliance with the Regulations. HERS RATER agrees to comply with the conflict of interest requirements as specified in Section 1673(i) of the Regulations.

18. This Agreement and all attachments which are incorporated herein by reference cancel and supersede all prior CHEERS TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s) between the parties, set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except in a writing signed by both parties.

19. HERS RATER acknowledges that HERS RATER has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HERS RATER	CHEERS
Signature	Signature
Printed Name	Robert Scott Interim Executive Director
5/15/07	MAY 24 2007
Date	Date

CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT

THIS AGREEMENT, effective as of the date of last signature below, is by and between CALIFORNIA HOME ENERGY EFFICIENCY RATING SERVICES ("CHEERS®") and:

Joshua D. Perez
CCNJP392868

_____("HERS RATER")

WHEREAS, HERS RATER has submitted a Rater Application, completed Title-24/Residential New Construction Rater Training and passed the Title-24/Residential New Construction Rater Certification Test; and

WHEREAS, HERS RATER and CHEERS have executed prior CHEERS TITLE 24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s)

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, CHEERS and HERS RATER agree as follows:

1. HERS RATER warrants that the information set forth in the recital set forth above is true and correct.

2. HERS RATER shall comply with the attached CHEERS Registry Agreement (attachment 1) and CHEERS Fee Schedule (attachment 2). HERS RATER shall abide by the terms and conditions of the CHEERS Registry Agreement and pay all amounts due CHEERS in accordance with the CHEERS Fee Schedule. The term of this Agreement shall co-exist with the term of the CHEERS Registry Enrollment.

3. HERS RATER shall comply with all CHEERS Policies. All current Policies are attached (attachment 3); all new and revised Policies shall be sent to HERS RATER.

4. HERS RATER shall comply with all CHEERS performance and quality assurance procedures ("Procedures"). All current Procedures are attached (attachment 4); all new and revised Procedures shall be sent to HERS RATER. Quality Assurance includes field quality assurance, Registry quality assurance and consumer quality assurance, as well as continuing education (attachment 6).

5. HERS RATER shall comply with all applicable federal, state and local laws and regulations.

6. HERS RATER shall complete all required field verification and diagnostic testing; these activities may not be performed by anyone else. HERS RATER agrees to provide true, accurate and complete ratings, field verification and diagnostic testing.

7. HERS RATER may use the CHEERS Title-24/New Construction Training Manual ("Manual") and supporting Proprietary Information under the following terms and conditions:

   A. HERS RATER agrees that the Manual and Proprietary Information are owned exclusively by CHEERS, and are protected by the copyright laws of the United States. HERS RATER agrees that HERS RATER obtains no rights in the Manual

or Proprietary Information, except to use them specifically in accordance with this Agreement.

"Proprietary Information" shall mean CHEERS confidential information, trade secrets and know-how embodied in the Manual and not generally known or available to the public, including, but not limited to, data communication processes and systems design.

B. The Manual and Proprietary Information may only be used by CHEERS certified raters ("HERS RATERS") who shall keep strictly confidential the Manual and Proprietary Information, and acknowledge that the Manual and Proprietary Information constitute valuable property and work product of CHEERS, that any breach of the confidentiality obligations hereunder may cause CHEERS irreparable harm and damage, and that all confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

C. HERS RATER may not do the following:

1. Make copies of the Manual.
2. Alter, remove or conceal any copyright or trademark notice on Manual.
3. Assign or transfer any rights to use the Manual or Proprietary Information except as set forth in this Agreement.

D. CHEERS shall have the right, without prior approval from or notice to HERS RATER, to make changes, updates, modifications or enhancements to any of its work product, and such changes, updates, modifications and enhancements shall remain the property of CHEERS.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEERS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MANUAL.

F. To the maximum extent permitted by applicable law, in no event shall CHEERS be liable for any damages whatsoever (including, without limitation, damages for loss of profits, loss of business information, business interruption, good will or any other financial loss) arising out of the use of or inability to use the Manual, even if CHEERS has been advised of the possibility of such damages.

8. HERS RATER shall transmit all data to CHEERS via the CHEERS Registry within forty–eight (48) hours after completing the field verification and diagnostic testing. HERS Rater is responsible and liable for all data transmitted hereunder.

9. HERS RATER shall keep confidential all ratings, field verifications and diagnostic testing results and all information gathered from rating customers except for transmission to CHEERS. All confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

10. HERS RATER may not rate or perform a field verification or diagnostic test on any home in which HERS RATER has any financial interest.

11. Upon written notice to CHEERS, HERS RATER may terminate this Agreement at any time.

Upon written notice to HERS RATER, CHEERS may terminate this Agreement upon the occurrence of any of the following events:

A. Failure of HERS RATER to comply with any of the terms and conditions of this Agreement or any other agreement between HERS RATER and CHEERS.

B. Conviction of a felony.

C. Disciplinary action by the Contractors State License Board or any like authority.

D. Willful failure to provide a true, accurate and complete rating, field verification or diagnostic testing.

E. Pattern of failure to provide a true, accurate and complete rating, field verification, diagnostic testing or data entry, whether willful or not.

F. Two or more complaints from ratings customers or potential customers.

G. Failure to promptly pay any amounts due CHEERS

H. Misrepresentation of HERS RATER' relationship with CHEERS.

I. Any act or failure to act which, in CHEERS' opinion, harms its name or reputation.

This Agreement shall automatically terminate upon the occurrence of any of the following events: HERS RATER or HERS RATER's business is adjudged bankrupt, placed in the hands of a receiver, makes an assignment for the benefit of creditors, takes the benefit of any insolvency act, or is liquidated or dissolved.

HERS RATER shall return to CHEERS all material received from CHEERS within ten (10) days of the date of the first to occur of any of the above-described events or any termination notice.

12. HERS RATER shall act hereunder solely as an independent contractor. HERS RATER shall not represent himself/herself to be an employee or agent of CHEERS. HERS RATER may, of course, indicate that HERS RATER is a CHEERS CERTIFIED HERS RATER.

13. HERS RATER shall indemnify and hold harmless CHEERS, its officers, directors, agents, and employees from and against all claims of all kinds arising from or in connection with performance of ratings or any other services for rating customers, including all expenses, costs, settlements, judgments, awards, and legal fees incurred by CHEERS in defense or settlement of such claims.

14. HERS RATER shall maintain appropriate insurance coverage in appropriate amounts to cover its performance hereunder.

15. This Agreement may not be assigned by HERS RATER.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. HERS RATER acknowledges that HERS RATER has read California Code of Regulations, Title 20, Chapter 4, Article 8, Sections 1670-1675 ("Regulations"), a copy of which is attached (attachment 5) and incorporated herein by reference,

understands the Regulations and agrees to provide home energy rating, field verification services and diagnostic testing services in compliance with the Regulations. HERS RATER agrees to comply with the conflict of interest requirements as specified in Section 1673(i) of the Regulations.

18. This Agreement and all attachments which are incorporated herein by reference cancel and supersede all prior CHEERS TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s) between the parties, set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except in a writing signed by both parties.

19. HERS RATER acknowledges that HERS RATER has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HERS RATER	CHEERS
Signature	Signature
Joshua D. Perez Printed Name	Robert Scott Interim Executive Director
1/25/07 Date	MAR 13 2007 Date

2007

CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENT

THIS AGREEMENT, effective as of the date of last signature below, is by and between CALIFORNIA HOME ENERGY EFFICIENCY RATING SERVICES ("CHEERS®") and:

Timothy Williams

_____

_____("HERS RATER")

WHEREAS, HERS RATER has submitted a Rater Application, completed Title-24/Residential New Construction Rater Training and passed the Title-24/Residential New Construction Rater Certification Test; and

WHEREAS, HERS RATER and CHEERS have executed prior CHEERS TITLE 24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s)

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, CHEERS and HERS RATER agree as follows:

1. HERS RATER warrants that the information set forth in the recital set forth above is true and correct.

2. HERS RATER shall comply with the attached CHEERS Registry Agreement (attachment 1) and CHEERS Fee Schedule (attachment 2). HERS RATER shall abide by the terms and conditions of the CHEERS Registry Agreement and pay all amounts due CHEERS in accordance with the CHEERS Fee Schedule. The term of this Agreement shall co-exist with the term of the CHEERS Registry Enrollment.

3. HERS RATER shall comply with all CHEERS Policies. All current Policies are attached (attachment 3); all new and revised Policies shall be sent to HERS RATER.

4. HERS RATER shall comply with all CHEERS performance and quality assurance procedures ("Procedures"). All current Procedures are attached (attachment 4); all new and revised Procedures shall be sent to HERS RATER. Quality Assurance includes field quality assurance, Registry quality assurance and consumer quality assurance, as well as continuing education (attachment 6).

5. HERS RATER shall comply with all applicable federal, state and local laws and regulations.

6. HERS RATER shall complete all required field verification and diagnostic testing; these activities may not be performed by anyone else. HERS RATER agrees to provide true, accurate and complete ratings, field verification and diagnostic testing.

7. HERS RATER may use the CHEERS Title-24/New Construction Training Manual ("Manual") and supporting Proprietary Information under the following terms and conditions:

   A. HERS RATER agrees that the Manual and Proprietary Information are owned exclusively by CHEERS, and are protected by the copyright laws of the United States. HERS RATER agrees that HERS RATER obtains no rights in the Manual

or Proprietary Information, except to use them specifically in accordance with this Agreement.

"Proprietary Information" shall mean CHEERS confidential information, trade secrets and know-how embodied in the Manual and not generally known or available to the public, including, but not limited to, data communication processes and systems design.

B. The Manual and Proprietary Information may only be used by CHEERS certified raters ("HERS RATERS") who shall keep strictly confidential the Manual and Proprietary Information, and acknowledge that the Manual and Proprietary Information constitute valuable property and work product of CHEERS, that any breach of the confidentiality obligations hereunder may cause CHEERS irreparable harm and damage, and that all confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

C. HERS RATER may not do the following:

1. Make copies of the Manual.
2. Alter, remove or conceal any copyright or trademark notice on Manual.
3. Assign or transfer any rights to use the Manual or Proprietary Information except as set forth in this Agreement.

D. CHEERS shall have the right, without prior approval from or notice to HERS RATER, to make changes, updates, modifications or enhancements to any of its work product, and such changes, updates, modifications and enhancements shall remain the property of CHEERS.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEERS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MANUAL.

F. To the maximum extent permitted by applicable law, in no event shall CHEERS be liable for any damages whatsoever (including, without limitation, damages for loss of profits, loss of business information, business interruption, good will or any other financial loss) arising out of the use of or inability to use the Manual, even if CHEERS has been advised of the possibility of such damages.

8. HERS RATER shall transmit all data to CHEERS via the CHEERS Registry within forty–eight (48) hours after completing the field verification and diagnostic testing. HERS Rater is responsible and liable for all data transmitted hereunder.

9. HERS RATER shall keep confidential all ratings, field verifications and diagnostic testing results and all information gathered from rating customers except for transmission to CHEERS. All confidentiality obligations hereunder shall survive any expiration or termination of this Agreement.

10. HERS RATER may not rate or perform a field verification or diagnostic test on any home in which HERS RATER has any financial interest.

11. Upon written notice to CHEERS, HERS RATER may terminate this Agreement at any time.

Upon written notice to HERS RATER, CHEERS may terminate this Agreement upon the occurrence of any of the following events:

A. Failure of HERS RATER to comply with any of the terms and conditions of this Agreement or any other agreement between HERS RATER and CHEERS.

B. Conviction of a felony.

C. Disciplinary action by the Contractors State License Board or any like authority.

D. Willful failure to provide a true, accurate and complete rating, field verification or diagnostic testing.

E. Pattern of failure to provide a true, accurate and complete rating, field verification, diagnostic testing or data entry, whether willful or not.

F. Two or more complaints from ratings customers or potential customers.

G. Failure to promptly pay any amounts due CHEERS

H. Misrepresentation of HERS RATER' relationship with CHEERS.

I. Any act or failure to act which, in CHEERS' opinion, harms its name or reputation.

This Agreement shall automatically terminate upon the occurrence of any of the following events: HERS RATER or HERS RATER's business is adjudged bankrupt, placed in the hands of a receiver, makes an assignment for the benefit of creditors, takes the benefit of any insolvency act, or is liquidated or dissolved.

HERS RATER shall return to CHEERS all material received from CHEERS within ten (10) days of the date of the first to occur of any of the above-described events or any termination notice.

12. HERS RATER shall act hereunder solely as an independent contractor. HERS RATER shall not represent himself/herself to be an employee or agent of CHEERS. HERS RATER may, of course, indicate that HERS RATER is a CHEERS CERTIFIED HERS RATER.

13. HERS RATER shall indemnify and hold harmless CHEERS, its officers, directors, agents, and employees from and against all claims of all kinds arising from or in connection with performance of ratings or any other services for rating customers, including all expenses, costs, settlements, judgments, awards, and legal fees incurred by CHEERS in defense or settlement of such claims.

14. HERS RATER shall maintain appropriate insurance coverage in appropriate amounts to cover its performance hereunder.

15. This Agreement may not be assigned by HERS RATER.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. HERS RATER acknowledges that HERS RATER has read California Code of Regulations, Title 20, Chapter 4, Article 8, Sections 1670-1675 ("Regulations"), a copy of which is attached (attachment 5) and incorporated herein by reference,

understands the Regulations and agrees to provide home energy rating, field verification services and diagnostic testing services in compliance with the Regulations. HERS RATER agrees to comply with the conflict of interest requirements as specified in Section 1673(i) of the Regulations.

18. This Agreement and all attachments which are incorporated herein by reference cancel and supersede all prior CHEERS TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER AGREEMENT(s) between the parties, set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except in a writing signed by both parties.

19. HERS RATER acknowledges that HERS RATER has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HERS RATER	CHEERS
Signature	Signature
Timothy Williams Printed Name	Robert Scott Interim Executive Director
12/7/07 Date	DEC 7 2007 Date

BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION OF THE STATE OF CALIFORNIA

Complaint / Request for Investigation
REGARDING ENERGY SENSE / MASCO

DOCKET NO. 08-CRI-01
PROOF OF SERVICE LIST

<u>INSTRUCTIONS:</u> All parties shall (1) file a printed, original signed document plus 12 copies OR file one original signed document and e-mail the document to the Docket address below, AND (2) all parties shall also send a printed OR electronic copy of the document, plus a proof of service declaration, to each of the entities and individuals on the proof of service list:

CALIFORNIA ENERGY COMMISSION
Attn: DOCKET NO. 08-CRI-01
1516 Ninth Street, MS-4
Sacramento, CA 95814-5512
docket@energy.state.ca.us

Ivor E. Sampson, Esq.
Sonnenschein Nath &-Rosenthal
525 Market Street, 26th Floor
San Francisco, CA 94105-2708

California Living & Energy
Attn: Bill Lilly, President
3015 Dale Court
Ceres, CA 95307

Carol A. Davis
CHEERS Legal Counsel
3009 Palos Verdes Drive West
Palos Verde Estates, CA 90274

Certified Energy Consulting
Attn: John Richau, HERS Rater
4782 N. Fruit Avenue
Fresno, CA 93705

Duct Testers, Inc.
Attn: Dave Hegarty
P.O. Box 266
Ripon, CA 95366

Energy Inspectors
Attn: Galo LeBron, CEO
1036 Commerce Street, Suite B
San Marcos, CA 92078

ConSol
Attn: Mike Hodgson
7407 Tarn O'Shanter Drive
Stockton, CA 95210-3370

California Certified Energy Rating & Testing Services (CalCERTS)
Attn: Mike Bachand
31 Natoma Street, Suite 120
Folsom, CA 95630 ■

California Building Performance Contractors Association (CBPCA)
Attn: Randel Riedel
1000 Broadway, Suite 410
Oakland! CA 94607

California Home Energy Efficiency Rating Services (CHEERS)
Attn: Robert Scott
20422 Beach Blvd. Suite 235
Huntington Beach, CA 92648

ENERGY COMMISSION
Arthur H. Rosenfeld, Ph.D., Commissioner
Presiding Committee Member
arosenfe@energy.state.ca.us

Jackalyne Pfannenstiel, Chair
Associate Committee Member
jpfannen@energy.state.ca.us
cgraber@energy.state.ca.us

Dennis Beck
Staff Attorney
dbeck@energy.state.ca.us

Public Adviser
pao@energy.state.ca.us

DECLARATION OF SERVICE

I, Leslie Seers , deposited copies of the attached CHEERS® TITLE-24/RESIDENTIAL NEW CONSTRUCTION RATER RENEWAL AGREEMENTS as specified in the Efficiency Committee Order Setting Dates for Prehearing Conference and Hearing, and Requiring the Production of Documents and Additional Information in the United States mail on October 24, 2008, at Huntington Beach, CA with first-class postage thereon fully prepaid and addressed to those identified on the Proof of Service list above.

OR

Transmission via electronic mail was consistent with the requirements of California Code of Regulations, title 20, sections 1209, 1209.5, and 1210. All electronic copies were sent to all those identified on the Proof of Service list above.

I declare under penalty of perjury that the foregoing is true and correct.

Leslie Seers

_____