



**Greater Ottawa
Home Builders'
Association**



RenoMark™ CONTRACTOR SUB-LICENSING AGREEMENT

This _____ day of _____ [month], 20____ [year]

BETWEEN:

Greater Ottawa Home Builders' Association
(referred to herein as the "HBA")

AND:

[name of renovation firm]
(referred to herein as the "User Contractor")

WHEREAS the HBA has acquired a license to use the Trade-Mark "RenoMark"™ as more fully set out at Schedule "A" appended hereto ("the Mark") from the owner of the Mark BILD, referred to as the "Owner";

AND WHEREAS the HBA is willing to comply with the User Contractor's request to acquire a sub-license to use the Mark on the conditions below;

AND WHEREAS User Contractor is a member in good standing as a Renovator or Custom Builder (or similar category) of the HBA;

THIS AGREEMENT THEREFORE WITNESSES that in consideration of the terms below, the sufficiency of which is hereby acknowledged, it is agreed as follows:

- | | |
|---------------------------|--|
| Purpose | 1. The HBA grants to the User Contractor the right to use the Mark, exactly as it appears at Schedule "A" and in no other way, for the purpose of identifying it as a renovation contractor who has agreed to abide by the RenoMark™ terms reproduced at Schedule "B" hereof (the "Code of Conduct"). |
| Eligibility Member | 2. a) The User Contractor covenants and agrees to abide by the Code of Conduct at all times.

b) The User Contractor further attests that neither the firm, nor any of its principals, have at any time been denied admission to a warranty program, or to a governmental registration or licensing system pertaining to construction, or been suspended or expelled by a construction or development organization, or had a Court ruling issue against them in relation to any of the criteria set forth at Schedule B. |
| Appearance | 3. Notwithstanding the appearance of the Mark as it presently appears at Schedule "A", the User Contractor acknowledges and agrees to abide by the Owner's right to issue instructions, standards of quality and Trade-Mark specifications from time to time, including such information as indicates the Owner's ownership of the Mark. |
| Exclusivity | 4. The rights granted to the User Contractor by the HBA are non-exclusive. |
| Conditions | 5. The HBA grants the above rights to the User Contractor on the following conditions: |

Non-Transfer	a)	The rights are non-transferable.
Focus	b)	The User Contractor shall use the Mark only for the purpose set out at paragraph 1 above.
HBA Members Only	c)	The User Contractor shall use the Mark only so long as it is a fully paid-up Member in good standing of the HBA.
Rights Respected	d)	The User Contractor undertakes not to use the Mark in any way that is likely to prejudice the Trade-Mark rights of the Owner or of the HBA, as determined by the HBA and/or BILD, in their sole discretion.
HOLD HARMLESS	f)	THE USER CONTRACTOR SHALL HOLD THE OWNER, THE CHBA AND THE HBA HARMLESS OF ANY CLAIMS ARISING FROM THE USER CONTRACTOR'S USE OF THE MARK, OR FROM ANY REPRESENTATIONS MADE IN CONNECTION WITH THE MARK.
Legal Defense	g)	In the event that the Owner, the CHBA or the HBA are required to resort to litigation or other action because of any default of the User Contractor under this agreement, then the User Contractor shall be responsible for all costs thereunder.
Start/End	6.	This Agreement shall be effective from this date and shall be terminated in the event that:
By Consent	a)	The HBA is no longer licensed to use the Mark;
	b)	The User Contractor has breached the terms of this Agreement and has failed to remedy same within 15 days of receipt of written request to do so by either the HBA or the owner;
Meaning of Mark	c)	If the User Contractor misrepresents the Mark as signifying something other than what is outlined at Schedule "B";
Membership	d)	If the User Contractor ceases to be a member in good standing of the HBA.
	e)	Upon termination of this Agreement, the User Contractor shall forthwith cease using the Mark, making any representations (verbal or in writing) to potential customers and the public that it is a licensed RenoMark Contractor, surrender all certificates pertaining to the Mark to the HBA, and dispose of all other materials bearing the Mark.
Web Promotion	7. a)	The User Contractor acknowledges that the Owner maintains a national Website, at <u>www.renomark.ca</u>
Web Page	b)	The HBA shall arrange with the Owner for creation of a Page on that national Website, displaying the User Contractor's use of the Mark; for that purpose, the User Contractor shall accurately provide to the HBA its logo, contact information, and such other information and graphics as the HBA considers appropriate.
Updates	c)	The User Contractor shall promptly provide all necessary updates for the information at paragraph 7(b) above.
Accuracy	d)	THE USER CONTRACTOR SHALL HOLD THE OWNER, THE CHBA AND THE HBA HARMLESS OF ANY INACCURACY IN THE USER CONTRACTOR'S INFORMATION OR DAMAGES ARISING THEREFROM.

- Privacy** 8. The User Contractor authorizes the Owner and the HBA to use information disclosed in its application, other than banking and credit information, to promote the Mark and communication between users of the Mark. The User Contractor releases the Owner and the HBA and their personnel from any liability in connection with the release and/or use of the said information.
- Interpretation** 9. a) The User Contractor agrees that nothing in this Agreement confers any right or title to the Mark other than by way of sub-license.
- Personnel** b) References to the User Contractor include its officers, directors, agents and employees.
- Completeness** c) The entire agreement between the parties is stated herein.
- Time Essential** d) Time shall be of the essence of this agreement.
- Severability** e) The invalidity of any provision of this agreement shall not affect the validity of other provisions.
- Margins** f) The marginal annotations do not form part of this agreement.
- Law** g) This agreement shall be governed by the laws of the Province of Ontario.
- Contacts** h) All communications shall be addressed as follows:

i) For The HBA, to: 30 Concourse Gate, Suite 108
 Ottawa, ON K2E 7V7
 Attention: Nicole McCallion

ii) For the User Contractor, to: *(to be completed)*

(Renovation Firm)

(Street address)

(City, Postal Code)

Attention: _____ *(name)*

- Binding** i) This Agreement shall be binding on the parties hereto and their successors, heirs and assigns.

(Company Name)

PER: _____

**GREATER OTTAWA
 HOME BUILDERS' ASSOCIATION**

PER: _____

SCHEDULE "A"

Appearance 1. Under this Agreement, the Mark must be reproduced exactly as it appears below.



Size 2. The size of the Mark may be scaled up or down as long as all proportions remain identical. However, the Mark shall not exceed fifty percent (50%) of the size of the User Contractor's corporate logo, nor one eighth (1/8) of the longest side of the document or sign on which it is used.

Colour 3. The Mark may be used only in black-and-white.

Position 4. The Mark may be used only at the bottom left or bottom right of the User Contractor's document or sign on which it is used.

SCHEDULE "B": RenoMark TM Code of Conduct

The Local HBA shall use the Mark for the purpose of identifying those renovation contractors who have signed a Sub-Licensing Agreement satisfactory to the Local HBA, and who have agreed to abide by the RenoMark TM Code of Conduct, namely to:

- a) Abide by the Code of Ethics
- b) Provide a detailed, written contract (including the scope of work) for all jobs.
- c) Offer a minimum two-year warranty on all work (excluding minor home repair).
- d) Carry a minimum of \$2 million liability insurance.
- e) Have coverage for workplace safety and employers' liability and/or work only with subcontractors who carry such coverage.
- f) Carry applicable licenses and permits
- g) Maintain a professional level of knowledge of current building codes, permit procedures, and technical skills through continuing education.
- h) Maintain a safe and organized worksite.
- i) Return phone calls within two business days.
- j) Be a member in good standing of the Greater Ottawa Home Builders' Association

(Renovation Firm) to be completed

RenoMark 2019 Fee Schedule

Renovator Membership & One-Year (12 Month) Fee Schedule

Membership Category Fee \$ 100.00

Plus 13% HST \$13.00

HST Registration # R-105323745

Total \$ 113.00

I hereby make application for membership in the on this the _____ day of _____, 201__

I further make application for participation in the RenoMark™ program (the “RenoMark™ program”). I acknowledge that my continued membership in the RenoMark program is conditional upon my honouring the Code of Conduct*, a copy of which is attached and I agree to do so.

I agree to abide by the provisions as stipulated in the Associations' Bylaws and Code of Ethics as same may be amended from time to time. I understand that the membership certificate issued by the organization and the RenoMark Certificate remain the property of the Association, and both certificates will be surrendered upon termination of the membership. I further understand that upon acceptance and for the duration of the membership, I may display the special GOHBA members' use logo and the RenoMark logo on my administrative and promotional materials.

***The Renovator Council recommend all RenoMark contractors attend a minimum of four industry seminars per year to fulfil the continuing education component of the Code of Conduct.**

I certify further that none of the principals of this company have ever been refused registration in or had registration revoked by the Tarion Warranty Corporation and have never been refused membership in, refused renewal of membership or had membership revoked by GOHBA or any other association.

Proposed applicants are listed within the designated newsletter circulated to all members for comment and review from the full body of the membership. (Allow 4-6 weeks for process.) I understand that upon approval by the Board of Directors, this will entitle the applicant company to full membership benefits for a period of one year from the date of such approval. I further consent that the Association may utilize the information contained within this application (excluding banking and credit disclosures) to promote membership and foster communication between the members, the public and government

(i.e. Directory/lists of members, internet information, new products and services) and that such consent shall include subsequent member record updates from time to time during the duration of the applicant's membership. I understand the application procedure and state that all information contained on this application is accurate and true and authorizes the Association to undertake investigative procedures. The undersigned hereby releases GOHBA, its employees, officers and directors from any liability in connection with the release and/or use of the said information.

Signature of Applicant (Senior Signing Officer)

Position/Title