



NIAGARA HOME BUILDERS' ASSOCIATION



SECTION 9

RenoMark™ CONTRACTOR SUB-LICENSING AGREEMENT

This \_\_\_\_\_ day of \_\_\_\_\_ [month], 20\_\_ [year]

BETWEEN:

Niagara 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.

Signature of applicant

<b>HBA Members Only</b>	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.
<b>Rights Respected</b>	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.
<b>HOLD HARMLESS</b>	f)	<b>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.</b>
<b>Legal Defense</b>	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 there under.
<b>Start/End</b>	6.	This Agreement shall be effective from this date and shall be terminated in the event that:
<b>By Consent</b>	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;
<b>Meaning of Mark</b>	c)	If the User Contractor misrepresents the Mark as signifying something other than what is outlined at Schedule "B";
<b>Membership</b>	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.
<b>Web Promotion</b>	7.	a) The User Contractor acknowledges that the Owner maintains a national Website, at <a href="http://www.renomark.ca">www.renomark.ca</a>
<b>Web Page</b>	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.
<b>Updates</b>	c)	The User Contractor shall promptly provide all necessary updates for the information at paragraph 7(b) above.
<b>Accuracy</b>	d)	<b>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.</b>
<b>Privacy</b>	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.

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*Signature of applicant*

- 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: 34 Scott Street West  
 St. Catharines, ON L2R 1C9  
 Attention: Renovation Council

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

\_\_\_\_\_  
*(Street address)*

\_\_\_\_\_  
*(City, Postal Code)*

Attention: \_\_\_\_\_ *(name)*

Email: \_\_\_\_\_

Web: \_\_\_\_\_

PH: \_\_\_\_\_

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

\_\_\_\_\_  
*(Company Name)*

PER: \_\_\_\_\_

*NIAGARA 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 <sup>TM</sup> Code of Conduct

The Niagara Home Builders' Association shall use the Mark for the purpose of identifying those renovation contractors who have signed a Sub-Licensing Agreement satisfactory to the Niagara Home Builders' Association, and who have agreed to abide by the RenoMark <sup>TM</sup> 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 Niagara Home Builders' Association.

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*Signature of applicant*