

St. Thomas & Elgin Home Builders' Association
RenoMark™ Renovator Membership Application Addendum

BETWEEN:

St. Thomas & Elgin Home Builders' Association
(hereinafter referred to as the "HBA")

and

(The Applicant, hereinafter referred to as the "User Contractor")

WHEREAS the HBA holds the license to use the Trade-Mark "RenoMark" as more fully set out in Schedule "A" appended hereto ("the Mark") from the owner of the Mark, BILD (hereinafter 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 the User Contractor is a member in good standing as a Renovator Contractor 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 in 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 in Schedule "B" hereto (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 in Schedule "B". |
| Appearance | 3. Notwithstanding the appearance of the Mark as it presently appears in 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 Focus | a) The rights are non-transferable;
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 | e) THE USER CONTRACTOR SHALL HOLD THE OWNER, THE CHBA, THE OHBA AND THE HBA HARMLESS OF ANY CLAIMS ARISING FROM THE USER |



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CONTRACTOR'S USE OF THE MARK, OR FROM ANY REPRESENTATIONS MADE IN CONNECTION WITH THE MARK;

- Legal Defense** f) in the event that the Owner, the CHBA, the OHBA 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 and expenses incurred by them or any of them;
- Start/End** 6. This Agreement shall be effective from the date of the Application of the User Contractor for membership in the HBA, as indicated on Page 2 thereof, and shall be terminated in the event of:
- 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 fifteen (15) days of receipt by it of a written requires to do so, either from the HBA or the Owner;
- Meaning of the Mark** c) The User Contractor misrepresents the Mark as signifying something other than what is outlined in Schedule "B" hereto;
- 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 www.renomark.ca.
- 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. Where available, the User Contractor shall update company information on that Website.
- 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, THE OHBA 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 discloses 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.
- Margin Notes** f) The marginal annotations to not form part of this Agreement and are included for ease of reference only.
- Law** g) This Agreement shall be governed by the Laws of the Province of Ontario.
- Contacts** h) All communications shall be addressed as follows:



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- i) For the HBA, to: PO Box 20126
St. Thomas, ON
N5P 4H4

- ii) For the User Contractor, to: the address location and designated contact person indicated upon the User Contractor's application for membership in the HBA, or as amended from time to time by the User Contractor's authorized representative.

Binding

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

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-eighths (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 displayed.

SCHEDULE "B"

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™ Code of Conduct, namely to:

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

