

CALIFORNIA ASSOCIATION OF BUILDING ENERGY CONSULTANTS

CEPE Compliance Agreement
(member or non-member CEPEs)

The undersigned Certified Energy Plans Examiner (hereinafter "CEPE")¹ understands and agrees as follows:

RECITALS

WHEREAS, CABEC is a nonprofit mutual benefit corporation organized and existing under the laws of the State of California. The principal office for the transaction of business of CABEC is located in the County of San Diego, State of California.

WHEREAS, CABEC exists to encourage the professional development of building energy consultants and to promote the technical understanding and enforcement of California Residential and Nonresidential Title 24 building energy efficiency standards.

WHEREAS, CABEC is the certifying body for CEPEs.

1. COMPLIANCE AGREEMENT. The signing of this Agreement shall constitute the CEPE's application for certification and/or re-certification and/or maintenance as a CEPE. CEPE certification is conditioned upon CEPE's signing of this Agreement.

2. CEPE'S QUALIFICATIONS. The undersigned CEPE represents that he/she is a CEPE, or is applying for certification or re-certification as a CEPE.

3. TERM. This Agreement shall become effective on the date signed by CEPE and shall terminate upon written notice by either party. CEPE understands that termination of this Agreement will result in termination of CEPE certification and/or membership in CABEC, as applicable.

4. DUES AND FEES. CEPE agrees to pay to CABEC such dues and fees as are established from time to time by the Board of Directors of CABEC and which are applicable to CEPE.

5. BYLAWS, POLICIES AND PROCEDURES. CEPE hereby accepts and consents to be bound by, and promises and agrees to fully comply with, the CABEC Bylaws (**Attachment A** to this Agreement) and any policies and procedures adopted by CABEC's Board of Directors which are now in effect and as may be amended from time to time, including but not necessarily limited to CABEC's Code of Ethics (**Attachment B** to this Agreement), Antitrust Policy (**Attachment C** to this Agreement), and Complaint

¹ The term "CEPE" in this document also includes those who have earned the more advanced CEA certification.

Review Procedures (**Attachment D** to this Agreement). All attachments referenced above are incorporated into this Agreement.

6. NOTICES. All notices to be given under this Agreement shall be considered delivered when deposited in the U.S. Mail or with an express mail service, postage prepaid, to the parties addressed as follows:

CABEC:

9974 Scripps Ranch Blvd. #130

San Diego, CA 92131

CEPE:

7. SEVERABILITY. Should any portion of this Agreement be determined to be unlawful, provided that such portion of this Agreement is severable, it shall be eliminated from this Agreement and the other provisions of this Agreement shall continue in effect.

8. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party.

9. MEDIATION; ATTORNEYS' FEES AND VENUE. In the event of a dispute between the undersigned and CABEC, the undersigned and CABEC agree to submit to mediation in San Diego, California, prior to taking legal action. If mediation fails and an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this agreement or the documentation related thereto, the undersigned hereby agrees and submits to the jurisdiction and venue of the appropriate court in the County of San Diego, State of California for any proceeding arising hereunder.

10. GOVERNING LAW. This Agreement shall be subject to, construed, enforced and governed by the laws of the State of California.

The undersigned CEPE represents that he/she has read and understands the foregoing agreement and he/she agrees to abide by the terms and conditions herein.

CEPE:

Date: _____

Signature

Type or print name and title