

## CALIFORNIA ASSOCIATION OF BUILDING ENERGY CONSULTANTS

### Certified Energy Analyst Compliance Agreement (Member or Non-member CEAs)

The undersigned Certified Energy Analyst (hereinafter "CEA") 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 related professions;
- Promote the technical understanding of and compliance with California Building Energy Efficiency Standards;
- Further technical expertise and ethics through certification;
- Foster professional development through training, information, and peer exchange/networking;
- Represent and enhance the stature of its members to the California Energy Commission, utilities, enforcement agencies, and other entities; and
- Encourage building energy efficiency and regulatory compliance throughout the energy consulting industry.

WHEREAS, CABEC is the certifying body for CEAs.

1. COMPLIANCE AGREEMENT. The signing of this Agreement shall constitute the CEA's application for certification and/or re-certification and/or maintenance as a CEA. The signing of this agreement shall be required as part of the CEA Certification Application Process.

2. CEA'S QUALIFICATIONS. The undersigned CEA represents that they are applying for certification or re-certification as a CEA with the required qualifications and direct experience needed to be a CEA.

3. TERM. This Agreement shall become effective on the date signed by CEA and shall terminate upon written notice by either party. CEA understands that termination of this Agreement will result in termination of CEA certification.

4. NON-DISCLOSURE. CEA shall not retain, copy, distribute, disclose, plagiarize, or recreate after-the-fact any information about either part of the CEA Exam. Breach of this agreement may result in a permanent termination of CEA certification.

5. DUES AND FEES. CEA 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 the CEA.

6. BYLAWS, POLICIES AND PROCEDURES. CEA 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 CEA Complaint Review Procedures (**Attachment D** to this Agreement). All attachments referenced above are incorporated into this Agreement.

7. 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:

6965 El Camino Real, Ste. 105-124

Carlsbad, CA 92009

CEA's Address:

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8. 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.

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

10. 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.

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

The undersigned CEA represents that they have read and understands the foregoing agreement and they agree to abide by the terms and conditions herein.

CEA:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name and title