



Planning Department
Office of Energy and Sustainable Development

Completed Energy Assessor Registration Agreement
must be printed and SIGNED, then scanned and sent
electronically to:

BESO@berkeleyca.gov

Direct questions to the email above

Building Emissions Saving Ordinance (BESO) Energy Assessor Registration Agreement

For a complete guide on how to register as a BESO assessor, please see www.BerkeleyCA.gov/BESOassessor/

Required Information	Response
Energy Assessor Name	
Company Name	
Current Berkeley Business License # (Numbers only, no dashes)	
Company Address (Street No., Street Name, City, State, Zip)	
Company Phone (10-digit number, no dashes)	
Energy Assessor Cell (10-digit number, no dashes)	
Company Email Address	
Company Website	
BESO Orientation for Each Applicable Building Type (Date Completed, MM-DD-YYYY)	

I agree to notify the City of Berkeley BESO Administrator immediately of any changes that result in my no longer meeting all program Qualifications and/or Terms and Conditions. By completing this Agreement, I attest that all information provided is accurate and that I meet all minimum qualifications to provide satisfactory energy assessments for the following building types (check all that apply, and provide appropriate information):

Houses (1 to 4 dwelling units)

Single-Family/Duplexes (1 to 2 Dwelling Units) – Must be a qualified Home Energy Score Provider through the StopWaste Partnership
Home Energy Score Assessor ID Number:

3 to 4 Attached Dwelling Units - Must meet Single Unit Building qualifications above, plus the qualification below:
HERS Whole House (HERS II) Rater

Please indicate Home Assessment Qualifications and Services for inclusion on the published list

- GreenPoint Rater
- Certified Home Inspector
- Other (please specify):

Multifamily Buildings

Must have two of the following:

- HERS Whole House (HERS II) Rater
- BPI Certified Multifamily Building Analyst
- GreenPoint Rater Existing Home Multifamily Rater

Please indicate additional services for inclusion on the published list

- PG&E Multifamily Upgrade Program contractor
- BayREN Multifamily Building Enhancement Program Provider
- Other (please specify)

Commercial Buildings

Must have one of the following:

- ASHRAE Building Energy Assessment Professional Certification (BEAP)
- Association of Energy Engineers Certified Energy Manager or Certified Energy Auditor Energy
- Professional Engineer licensed through the National Society of Professional Engineers Energy Management Professional Certification

Please indicate additional services for inclusion on the published list

- Rate-payer funded program provider (please specify)

(Note: For Mixed Use Buildings, one must possess qualifications for the predominant use of the building - see Administrative Regulations for details)

Building Emissions Saving Ordinance (BESO) Energy Assessor Terms and Conditions

1. Compliance with Standards and Policies

By signing below, Energy Assessor agrees to abide by all *City of Berkeley policies*, the *City of Berkeley Building Energy Saving Ordinance and Administrative Regulations*, and the Energy Assessor Registration Terms and Conditions below.

Energy Assessor ensures that they have the necessary qualifications, licensing insurance, competence and experience required to fulfill their respective responsibilities in providing the services and deliverables detailed in program standards.

Energy Assessor understands that registration with the City of Berkeley does not constitute an endorsement of any kind on the part of the City. Energy Assessor shall not state or imply any such endorsement, either directly or indirectly, and shall not claim association with the City of Berkeley in any capacity other than as an independent assessor for the BESO Program. Energy Assessor shall be solely responsible for all representations made to customers regarding the Program or work performed for a customer under the Program.

Failure to comply with Standards and Policies shall result in termination of this Agreement and removal from the registered BESO Energy Assessor list.

2. Minimum Insurance Requirements

Type of Coverage	Minimum Coverage Limits
Commercial General Liability	\$1 million per occurrence for Commercial and Multifamily Assessors \$500,000 per occurrence for Home Assessors
Automobile Liability	\$500,000
CA Statutory Workers' Compensation (not required for sole proprietor)	\$1 million

3. Customer Satisfaction

Energy Assessor agrees to:

- A. Train internal staff, as applicable, to field customer inquiries about the BESO Program;
- B. Correct, without charge, any requests for correction from the City related to any failure to abide by program standards, such as insufficient or untimely reporting of assessment results, within ten (10) working days of the request;
- C. Repair, without charge, damage to a customer's property resulting from an assessment or other action or inaction arising under or related to the Program;
- D. Immediately report to the City of Berkeley, all customer conflicts that are not resolved to customer's full satisfaction.

4. Indemnification

Energy Assessor agrees to release, defend, indemnify, and hold harmless the City, including its officers, directors, employees and agents, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the BESO program.

Energy Assessor acknowledges that the City has developed the Building Energy Saving Ordinance solely for the purpose of promoting energy efficiency assessments and improvements, and that the City has no responsibility of any kind for, and shall have no liability arising out of the performance of, any service, installation, operation, or maintenance of services provided.

5. Changes in the Berkeley BESO Program Terms; Severability

BESO Program Eligibility Requirements and Standards are available online at www.BerkeleyCA.gov/BESO and upon request by emailing the BESO Team (BESO@berkeleyca.gov). The City reserves the right to change these BESO Program Terms at any time without prior notice. If any provision of these BESO Program Terms is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these BESO Program Terms and shall not affect the validity or enforceability of any remaining provisions.

6. Termination

Energy Assessor or the City of Berkeley may terminate this Agreement at any time upon written notice to the other party. The termination takes effect immediately and Assessor shall stop any and all work performed under this Agreement. In the event of termination, Assessor agrees to waive any claim for damages, including loss of anticipated profit of any inspection, resulting from termination.

Name _____ Title _____

Signature _____ Date _____