

CHBA is excited to offer members the opportunity to post videos of their company's **Net Zero Solutions** on our website!

Net Zero Council sponsor members receive their first video as part of their sponsorship (the Gold Sponsor receives three videos pinned to the top of the page), with additional videos available at a discounted rate. This opportunity is open to all CHBA members. The Net Zero Solutions video library will be promoted via social media and in the monthly Net Zero News.

Member	# of Videos	Fee	Duration of posting
Net Zero Council BRONZE & SILVER Sponsors	First video	\$0	For the sponsorship year: Nov 1 to Oct 31
Net Zero Council GOLD Sponsor	First 3 videos	\$0	For the sponsorship year: Nov 1 to Oct 31
Net Zero Council Sponsor	Additional videos	\$500 +tax per video	For one calendar year from the date of posting
Other CHBA Members	All videos	\$600 +tax per video	For one calendar year from the date of posting

VIDEO REQUIREMENTS:

- Intellectual and Legal Property: The video(s) must be a virus-free, original, and otherwise legal work of the submitting individual or company.
- Length & Size: The video(s) should be no longer than 15 minutes and must not exceed 256 GB.
- **Content Focus:** The video(s) should cover topics related to envelope, mechanical, or energy solutions. Other solutions may also be accepted, such as but not limited to, emissions and resilience.

SUBMISSION PROCESS:

- 1. Ensure your videos adhere to the above requirements.
- 2. Complete the submission form and submit along with your videos for review to <u>sonja.winkelmann@chba.ca</u>. Please send an original MP4 file or a YouTube link.
- 3. Once the videos are approved by CHBA, a payment link will be emailed to you.
- 4. Once the fee has been paid, the video will be posted at <u>www.chba.ca/net-zero-solutions</u>.

Name:	Title:	Company:			
Address, City, Province, Postal Code:					
Email:	Phone:	YouTube link (if applicable):			
Solution Video Category:					
Envelope					
Envelope					
Mechanical					
Energy					
Emissions					
Resilience					
Other (please note topic in your email)					

AGREEMENT

between

(hereinafter referred to as "Applicant")

and

the Canadian Home Builders' Association (CHBA)

1. VIDEO SUBMISSION

(a) The Applicant agrees to provide video of conventional webpage quality or better, meeting CHBA's specified requirements, and to pay the applicable fee.

2. VIDEO POSTING

- (a) CHBA reserves the right, in its absolute discretion, to reject any video, for reasons of content or quality.
- (b) CHBA reserves the right to remove a video at any time if the Applicant is no longer a member of CHBA, or for any reason of content or quality.
- (c) CHBA is under no obligation to cite reasons for the rejection or removal above.
- (d) The Applicant grants CHBA a worldwide, non-exclusive and non-transferable license to post the video on its *Net Zero Solutions* webpage.
- (e) The Applicant retains all rights, title and interest in the video, subject to this Agreement.
- (f) Video(s) will be posted on the first of each month. If the first falls on a weekend or holiday, the video will be posted on the following business day.
 - Videos being submitted by Net Zero Council Sponsors as part of their sponsorship benefits will appear on the *Net Zero Solutions* webpage for the sponsorship year (from November 1 to October 31).
 - Any additional videos being submitted by Net Zero Council Sponsors at the discounted rate of \$500+ tax will appear on the *Net Zero Solutions* webpage for one calendar year from the date of posting.
 - Videos being submitted by other CHBA Members will appear on the *Net Zero Solutions* webpage for one calendar year from the date of posting.

3. WARRANTY

- (a) The Applicant warrants that the video is free of all viruses, malware, defamation, encroachment on intellectual property or privacy, or other illegality.
- (b) The Applicant shall indemnify CHBA for any and all claims arising out of any alleged breach of the above.

4. PROMOTION AND USAGE

- (a) CHBA reserves the right to promote the Net Zero Solutions webpage and individual videos at its discretion.
- (b) The Applicant is allowed to promote the Net Zero Solutions webpage and their video using their own marketing channels.

5. PAYMENT TERMS

- (a) The annual fee for video submissions is \$600 plus tax. Net Zero Council sponsor members receive their first video as part of their sponsorship (the Gold Sponsor received three videos pinned to the top of the page), with additional videos available at a discounted rate of \$500 plus tax.
- (b) Payment is due once the video has been approved by the CHBA.
- (c) In the event of video removal under section 2(b), CHBA will refund the fee pro-rated for the remainder of the year.

6. MISCELLANEOUS

- (a) Each party is an independent entity, and in no way an agent of the other.
- (b) This Agreement shall be governed by the laws in the Province of Ontario.
- (c) This agreement may not be assigned by either party without the written consent of the other.
- (d) This writing constitutes the entire Agreement.

(e) All notices under this Agreement shall be in writing. It shall be sufficient if the Notice is delivered by hand or by electronic means during normal business hours, whereupon it shall be deemed to have been given and received on the day of delivery. Notice may also be sent by registered mail, postage prepaid, addressed to:

Canadian Home Builders' Association 141 Laurier Street W, Suite 500 Ottawa, ON, K1P 5J3

or to such other address as either Party shall have designated by written notice to the other Party, whereupon it shall be deemed to have been given and received on the third business day thereafter.

7. DISPUTE RESOLUTION

Any disagreement arising between the Parties with reference to this Agreement upon which the Parties cannot agree shall be referred to a single arbitrator in accordance with the laws of arbitration in the Province of Ontario. The costs of the arbitrator shall be shared equally by the Parties on an interim basis as may be necessary provided however that the arbitrator shall have the discretion to award the costs of the proceeding, including costs of the arbitrator. All decisions of the arbitrator shall be final and binding upon the Parties thereto and not subject to appeal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

I AGREE. (By clicking, you agree to the terms and conditions stated in this Agreement.)

DATE: