
Green Building Certification Institute™

LEED® Project Application Review Agreement

Version 3 - Released September 20, 2010

Effective Date:

AGREEMENT

1. SCOPE OF BINDING AGREEMENT

- 1.1 BY ACCEPTING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU ARE FULLY AWARE OF AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS, AND PROVISIONS.
- 1.2 This LEED Project Application Review Agreement, hereafter referred to as this "Agreement," is entered into by and between you and us, each of which are defined below, and constitutes a binding agreement between you and us.
- 1.3 This Agreement consists of the terms, conditions, provisions, and recitals expressly set forth herein as well as the following documents which are hereby incorporated by reference in their entirety: i) the Policy Manual; ii) the Rating System; iii) the MPRs; and iv) the Reference Guide, all of which are defined below and intended to be complementary and interpreted in harmony so as to avoid conflict. You agree that you shall comply with the terms, conditions and provisions of these incorporated documents whether or not any particular term, condition, or provision of such documents is specifically referenced in this Agreement.
- 1.4 In the event of any conflict or discrepancy between the terms, conditions, or provisions, of the documents identified in the preceding Section 1.3 of this Agreement, they shall take precedence in the following order: the terms, conditions, and provisions of this Agreement; followed by the Policy Manual, followed by the Rating System, followed by the MPRs, followed by the Reference Guide.
- 1.5 This Agreement constitutes a fully integrated agreement that supersedes any and all prior agreements between you and us concerning your participation in the LEED certification program as it applies to the project you hereby register.
- 1.6 You agree that any obligations we are required to undertake under this Agreement may be assigned or delegated by us in our sole discretion.
- 1.7 If you sell, transfer, assign, or otherwise dispose of all or substantially all your interest in this project, then the new owner must execute this Agreement. If the new owner with respect to your project is unable or unwilling to enter into this Agreement, then the only recourse available to you is to terminate this Agreement. In the event of the foregoing, we will not refund any fees that have been paid to us for your project.

an application review, you must comply with the policies, requirements, and addenda published on or before the date that you accept this Agreement.

- 2.10 As used herein, the phrase "Registration Agreement" refers to the LEED Project Registration Agreement accepted at the time your project was registered and established within LEED Online. A record of the Registration Agreement associated with your project is available in your project profile within LEED Online.
- 2.11 As used herein, the phrase "application" refers cumulatively to the electronic forms available via LEED Online designed to elicit specific documentation and other information necessary to demonstrate compliance with the applicable Rating System requirements and MPRs.
- 2.12 As used herein, the phrase "LEED Online" refers to the LEED Online Version 3 information submittal software tool available at URL <https://www.leedonline.com>. LEED Online is an online environment designed to facilitate the administration of the LEED certification program including the delivery, receipt, and archiving of the application and the various agreements completed in relation to your project.
- 2.13 As used herein, the phrase "Rating System" refers to the following LEED Green Building Rating System (including all Rating System updates and addenda published at the time your project was registered), as published by USGBC®, under which you selected to submit your project:

LEED 2009 for Neighborhood Development Rating System

The rating system selected for your project is indicated above and linked hereto for your reference. Updates and addenda to this rating system are available from USGBC.

- 2.14 As used herein, the phrase "MPRs" refers to the mandatory criteria contained within the following document, (including all updates and addenda that were published at the time your project was registered), as published by USGBC and available within LEED Online:

At This Time There Are No Minimum Program Requirements in Place That Relate to the LEED 2009 for Neighborhood Development Rating System

- 2.15 As used herein, the phrase "Reference Guide" refers to the following LEED Reference Guide (including all reference guide updates and addenda published at the time your project was registered), as published by USGBC, which pertains to the rating system under which you selected to submit your project as identified in Section 2.12 of this Agreement:

**LEED Reference Guide for Green Neighborhood Development,
2009 Edition
ISBN: 978-1-932444-30-8**

This Reference Guide is available for purchase from the USGBC website located at URL <http://www.usgbc.org>. Updates and addenda to this rating system are available from USGBC.

- 2.16 As used herein, the phrase "Government Entity" means a sovereign nation, and any of its agencies or instrumentalities, as well a state, provincial or local government, including an agency, board or commission in the executive branch of such government.
- 2.17 As used herein, the phrase "USGBC" refers to the U.S. Green Building Council, Inc., a non-profit corporation of the District of Columbia with an address of 2101 L Street NW, Suite 500, Washington D.C. 20037, and all of its respective employees, agents, officers, directors, assigns, and successors in interest.

6. **INTELLECTUAL PROPERTY HELD BY YOU**

- 6.1 You hereby grant us and USGBC a non-exclusive, irrevocable, perpetual, transferable, royalty-free, worldwide right to use, reproduce, prepare derivative works from, distribute, display and publish any and all content and/or data that you provide to us in the application for your project in any and all media and formats known now or in the future. This right is granted at the time you upload or enter such information within LEED Online. This right shall be retained by us and USGBC regardless of whether or not the application for your project is submitted to us for review. Such rights and licenses shall survive the cancellation of registration for your project by you or by us, as well as a denial or revocation of LEED certification for your project by us, or abandonment of LEED certification by you.
- 6.2 You and we agree that the use of such materials identified within section 6.1 of this Agreement is limited to the following purposes: i) to administer of the LEED certification program as it relates to your project, including without limitation, the review of a project application, CIR, or appeal by us or by our subcontractors or assigns; ii) to further research pertaining to green buildings; iii) to educate and inform third parties about the LEED program and green building practices in general; vi) to further the development of the LEED Green Building Rating Systems; and v) to promote or sell goods and/or services directly related to the LEED program.
- 6.3 You and we agree that if we or USGBC publish any of this content or data to third parties not directly participating in the administration of the application review process that this information will be rendered in aggregate form; meaning, that all project identifying characteristics will be removed. All third parties participating in the administration of the application review process shall do so under conditions of confidentiality no less stringent than the terms of this Agreement. Plans, drawings, or schema will not be distributed or published to the general public.
- 6.4 We acknowledge that you may own and/or maintain licenses to use certain proprietary trademarks which constitute valuable assets. This Agreement does not transfer any rights of ownership or use of such trademarks to us or USGBC. To the extent we or USGBC desire to use such trademarks, we will abide by your guidelines restricting the use of your intellectual property, if any. Further, we will not reproduce your trademarks, or any portion thereof, without your prior written permission. Nothing in this agreement prevents us or USGBC from engaging in conduct that constitutes nominative use of such trademarks as defined by law.

7. **INTELLECTUAL PROPERTY HELD BY GBCI AND USGBC**

- 7.1 You acknowledge that we and USGBC own and/or maintain a license to use several proprietary trademarks, service marks, certification marks, and associated acronyms, logos and other graphic images, including but not limited to the "GBCI" trademark, the "LEED" trademark, the "USGBC" trademark, and the LEED certification marks, (collectively "Logos"), which are powerful marketing tools and valuable assets held by us and USGBC respectively. You agree to abide by the guidelines restricting the use of these Logos and other intellectual property as set forth in the Policy Manual.
- 7.2 You understand and agree that should your project be awarded LEED certification that this Agreement entitles you to a limited, non-exclusive, revocable, and royalty-free license to use the appropriate Logos in relating to your project, subject to the restrictions of use set forth in the Policy Manual. Such mere license does not constitute a transfer of ownership and may be revoked and reclaimed by us without notice if the LEED certification or other official designation awarded to your Project is revoked or expires in accordance with the terms, conditions, and provisions of the Policy Manual.

damage, cost or expense was not caused by our, USGBC's or both organizations' gross negligence, willful misconduct, or wanton or reckless behavior.

12. **NOTICE**

Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when sent, and shall be sufficient only if sent by electronic mail and addressed as follows:

To You: We shall forward all notices to you and the project administrator at the email addresses provided to us within the project application. It is your responsibility to provide current contact information to us for the term of this Agreement. In addition, we shall post all such notices to you within LEED Online.

To Us: You must provide all notices to us through LEED Online and by email to legal@gbci.org.

13. **NOTICE OF CLAIM**

Notwithstanding the foregoing Section 12 of this Agreement, if you have been damaged by any act or omission by us, then, within one hundred and eighty (180) calendar days after the occurrence of each such act or omission, you must provide us with written notice describing with reasonable detail the act and/or omission, how you were damaged by it, and a reasonable estimate of the extent of monetary amount of your damages you claim to have suffered. You must provide this written notice to us by certified mail, return receipt requested, and by email. Such notices must be addressed as follows:

By Certified Mail:

General Counsel
Green Building Certification Institute
2101 L Street, NW
Suite 650
Washington, DC 20037

By Email:

legal@gbci.org

Your providing us with the notice in the manner and within the time frame described in this section is an express condition precedent to your right to commence and maintain litigation against us. You knowingly and intelligently waive any and all claims and causes of action against us to the extent that you do not provide us with the notice in the manner and within the time frame described in this section. Further, you agree not to commence litigation against us until sixty (60) calendar days after we receive (as evidenced by our signature on the return receipt) the written notice described in this section.

14. **MEDIATION**

Within thirty (30) calendar days after receiving the notice described in Section 13 of this Agreement, we may elect to refer your claim to non-binding mediation (hereafter referred to as "Mediation"). If we refer your claim to Mediation, then you shall not be entitled to commence litigation against us until after the Mediation is completed as documented by a letter from the mediator stating that the Mediation is completed; provided, however, if there comes a time when the applicable statute of limitations for your claim will expire within ninety (90) calendar days and the Mediation has not been completed, then you may commence litigation for the sole purpose of satisfying the applicable statute of limitations and you shall immediately stay such litigation until the Mediation is completed. Mediation shall take place in-person in the District of Columbia before a mediator jointly selected by you and us, and both you and we shall have at least one person attend the Mediation in person who has full authority to settle your claim. The costs and fees billed by the mediator shall be split and paid equally by you and us.

20.

GOVERNMENT ENTITIES

If you are a Government Entity, the following sections do *not* apply to you: Section 8, Release and Limitation of Liability; Section 9, Waiver of Consequential Damages; Section 11, Indemnification; Section 14, Mediation; Section 15 Governing Law; and Section 16 Venue.

User Name : Matthew Issembert

User ID : 0010764947

Project ID : 1000021975

Date and Time of Acceptance : Tue Feb 21 15:53:12 EST 2012

GREEN BUILDING CERTIFICATION INSTITUTE

Payment Receipt

Dear Avneet Gujral,

Thank you for your order. Please print or save this email for your records. Your payment has been received.

Invoice Date : 01/30/2012
Invoice # : 90609616
Order # : 11361193
Credit Card # : *****156
Please see below for your order details:

Project ID : 1000021975
Project Name : Cafritz Property at Riverdale Park

Product Description	Order Quantity	Shipping Handling	List Price	Sales Tax	Total Price
LEED-ND v2009 Registration	1 EA	0.00	1,500.00	0.00	1,500.00
			0		0
Total Invoice (1,500.00)

Thank you,

GBCI

1-800-795-1746

GREEN BUILDING CERTIFICATION INSTITUTE

Invoice

Dear Avneet Gujral,

Thank you for your order. Please print or save this email for your records. Invoice payment is due upon receipt. Your order will remain open until payment has been received. If payment has already been submitted, please await email confirming receipt.

Mail all check payments to:

Green Building Certification Institute
P.O. Box 822964
Philadelphia, PA 19182-2964

Please include your Invoice number with payment.

Invoice Date:02/21/2012

Invoice # :90613940

Order # :11374933

Order details:

Project ID : 1000021975						
Project Name : Cafritz Property at Riverdale Park						
Product Description	Order Quantity	Shipping Handling	List Price	Sales Tax	Total Price	
LEED-ND v2009 SLL Review Regular	37 ACR	0.00	0.00	0.00	2,250.00	
					0	
Total Invoice (2,250.00)	

Thank you,

GBCI

1-800-795-1746

Detach this stub and return with payment. Make check payable to Green Building Certification Institute

GBCI	Customer Name	: Avneet Gujral
P.O. Box 822964	Customer Account	: 10190138
Philadelphia, PA 19182-2964	Invoice#	: 90613940
	Order#	: 11374933

Invoice Payment Due upon Receipt. Amount \$: 2250.00

For a copy of GBCI's W-9 please follow this link
http://www.gbci.org/Libraries/Certification_Resources/GBCI-W9-Form.sflb.ashx

If you require any further information or have questions about this invoice please follow this link
<http://www.gbci.org/org-nav/contact.aspx>

