



## Partnership Agreement: Builders

### Section I: EPA WaterSense® Program Goals

The WaterSense program goals are to use water resources more efficiently to preserve them for future generations and reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through WaterSense, EPA provides reliable information on high-performing, water-efficient new homes, raises awareness about the importance of water efficiency, helps consumers differentiate among new homes that use less water, promotes innovation in residential construction, and supports state and local water-efficiency efforts.

### Section II: Partnership Pledge

As a WaterSense program partner, \_\_\_\_\_ (name of organization) shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Promote the value of water efficiency and WaterSense labeled homes as a desirable option for customers to reduce water use.
2. Certify at least one single-family home or townhome to conform to EPA's WaterSense criteria within 12 months of execution of this partnership agreement and at least one single-family home or townhome every year thereafter.
3. Make arrangements with the licensed certification provider for inspections of new homes to occur. All homes must be inspected unless subject to the sampling protocol defined in the WaterSense New Home Certification System V.B.ii.
4. Provide data to EPA on the number of new homes labeled, promotional activities, and marketing of WaterSense on an annual basis. The data will be used by EPA for program development purposes.
5. Adhere to WaterSense partner logo guidelines and ensure that authorized representatives, such as advertising agencies or subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense partner logo.
6. Feature the WaterSense partner logo on Web site and in other promotional materials as applicable.
7. Grant EPA WaterSense permission to include partner's name on a list of participating partners on the WaterSense Web site, program materials, and announcements. Also grant WaterSense permission to provide non-confidential information on labeled new homes on the program Web site and in program materials. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final product prior to release to the public in EPA printed or Web documents. Further, the partner understands that EPA might refer media contacts interested in publicizing WaterSense to partners for information about products and accomplishments.

### Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient homes, products, and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled new homes, as well as the importance of water efficiency.
3. Provide current WaterSense program news, information, and reference documents (via the program Web site, Helpline, e-mail, or other means), including a listing of areas with labeled new homes on the Web site.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through an online listing of partners, special awards, and other efforts. This recognition includes, but is not limited to listing partners and WaterSense labeled products on the program Web site.
5. Respond swiftly to partner requests for information or clarification on WaterSense policies.
6. Provide materials, templates, and logo for promotional use, consistent with the WaterSense program guidelines.
7. Review pre-press promotional items, draft Web sites, or other materials that use the WaterSense label, upon request.

## Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. The partner understands that the activities it undertakes in connection with the program are voluntary and not intended to provide services to the federal government. As such, the partner will not submit a claim for compensation to any federal agency.
3. The partner and WaterSense will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
5. WaterSense will actively pursue resolution of noncompliance related to the use of the program marks.
6. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the WaterSense program. Upon the termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense partner logo and label guidelines.

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**To be completed by EPA**

**Authorized EPA Representative** (printed name): Sheila E. Frace

Title: Director, Municipal Support Division E-mail: watersense@epa.gov

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

**To be completed by partner**

**Authorized Company Representative<sup>1</sup>** (printed name): \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Organization Name: \_\_\_\_\_ Number of employees: \_\_\_\_\_

Industry/SIC/NAICS code: \_\_\_\_\_

**Primary Contact:** Dr./Mr./Mrs./Ms. \_\_\_\_\_ Suffix: \_\_\_\_\_

Title: \_\_\_\_\_ Dept: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

County: \_\_\_\_\_ Web site: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Alternate Telephone: \_\_\_\_\_

Primary function:  Marketing & Sales  Government Affairs  Other: \_\_\_\_\_

How did you find out about this program?  Web site  Referral, Name: \_\_\_\_\_

Periodical \_\_\_\_\_  Workshop, Sponsor: \_\_\_\_\_

Mailing \_\_\_\_\_  Other: \_\_\_\_\_

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<sup>1</sup>The Authorized Partner Representative should be a person in the company with signing authority (e.g., vice president).

## Submit the Partnership Agreement (rewriteable PDF) to WaterSense via:

**Fax:** (703) 841-1440

**Mail:** WaterSense, c/o ERG, 2300 Wilson Boulevard, Suite 350, Arlington, VA 22201

**Electronically:** If you have Adobe Acrobat Standard or Professional, you can fill out the form electronically and e-mail it to: [watersense@epa.gov](mailto:watersense@epa.gov). Acrobat Reader users must print forms after filling them out and fax or mail them in.

Please contact the WaterSense Helpline at (866) WTR-SENS (987-7367) if you have any questions about eligibility, partnership, or for general program inquiries.

After signing, EPA will send partners an executed copy of this agreement.

The public reporting and record keeping burden for this collection of information is estimated to average eight hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed partnership agreement to this address.