



# National Center for Healthy Housing

## Health Housing Challenge Repair Specifications Agreement for Terms of Use

By signing this Agreement, \_\_\_\_\_ [insert name of organization] (User) agrees to use the Healthy Housing Challenge Repair Specifications (Challenge Repair Specs) offered by the National Center for Healthy Housing (NCHH) consistent with the terms and conditions described below as well as the Healthy Home Manager End User License Agreement (EULA), Revised May 6, 2013, which is available from NCHH.

### 1. Access to Healthy Housing Challenge Repair Specs –

- a. User has online access to the Challenge Repair Specs by executing and complying with this Agreement and paying NCHH the **\$250.00** License Fee. User access to the Challenge Repair Specs begins on the date of this Agreement and extends for a period of three years thereafter.
- b. Access to the Challenge Repair Specs is through a web site, which each User accesses using a unique username and password, which NCHH will provide upon execution of this Agreement.
- c. A “user” constitutes a single organization – a for-profit business, non-profit organization, or government agency – operating in a single jurisdiction. User may share access to the Challenge Repair Specs with a maximum of five employees. User agrees not to share the username and password or the content of the Challenge Repair Specs with any other organization, individual, partner, branch, chapter, or affiliated organization without the express permission of NCHH. Unauthorized sharing or distribution of the Challenge Repair Specs shall constitute grounds for termination of this Agreement by NCHH.
- d. The Challenge Repair Specs, which currently encompass 350 repairs, are provided “as is” with no warranty of any kind. User should consult state and local codes to ensure all repairs meet these requirements. User agrees that neither NCHH nor EFM Integrated, Inc. (EFM) makes any representations or warranties, expressed or implied, with respect to software, data, or the transmission, timeliness, accuracy or completeness thereof, including, without limitation, any implied warranties or any warranties of merchantability, quality or fitness for a particular purpose, and those arising by statute or otherwise in law or from any course of dealing or usage of trade. Neither NCHH nor EFM shall be liable to User or any third party for any inaccurate or incomplete data or other information supplied to User, nor for any delays, interruptions, errors, or omissions in the furnishing thereof, nor for any direct, indirect, incidental or consequential damages arising by said inaccuracies, delays, interruptions, errors, or omission or any data or services provided under or in connection with this agreement.
- e. Neither NCHH nor EFM guarantees the accuracy, timeliness, or completeness of the Challenge Repair Specs. NCHH may make additions or changes to the Challenge Repair Specs at its discretion. User understands and acknowledges that, at any time: (i) NCHH or EFM may discontinue disseminating any category of data and may change or eliminate any transmission method, and (ii) EFM may change or discontinue the software.

**2. Intellectual Property** – The Challenge Repair Specs provided in this Agreement are the sole and exclusive property of NCHH, who retains sole ownership of all right, title and interest in the property, as well as any derivative works thereof. These ownership rights include copyrights, patent rights, trademark and service mark rights, trade secret rights, moral rights, and all other intellectual property and proprietary rights (“Intellectual Property”). User agrees, on behalf of itself and such employees and volunteers that are granted access to the Challenge Repair Specs, that it will take no action inconsistent with NCHH’s Intellectual Property rights. User agrees NCHH has the unrestricted right to use feedback or recommendations provided by User at NCHH’s sole discretion, without notice to, payment to or consent from User. User agrees not to disclose such feedback to any third party without the express written consent of NCHH.

**3. License Fee** – The License Fee for a three-year period of access to the Challenge Repair Specs is \$250, due upon execution of this Agreement and payable to “National Center for Healthy Housing.” NCHH’s address is 10320 Little Patuxent Parkway Suite 500, Columbia, MD 21044. The terms of subsequent extensions shall be negotiated by NCHH

and User. There is no annual Maintenance Fee for access to the Challenge Repair Specs.

**4. Notice** – Any notice which either party desires to serve under the terms of this Agreement shall be sufficiently given if provided by email. The address for NCHH is [info@nchh.org](mailto:info@nchh.org). User shall provide its email address at the bottom of this Agreement and notify NCHH of any change in address.

**5. Modification to Terms** – NCHH reserves the right to modify the terms and conditions of this Agreement at any time, and shall promptly notify User by email. Continued use of the software or services after any such change shall constitute User’s consent to the changes.

**6. Assignment** – This Agreement may be assigned by NCHH to any third party upon such third party's agreement to comply with NCHH's obligations under this Agreement. NCHH shall promptly notify User of any Assignment. User may not assign this Agreement.

**7. Cancellation** – Upon the occurrence of a material breach, NCHH may cancel this Agreement upon the delivery of written notice to User in accordance with the terms of this Agreement and retain any remedy for breach of the whole Agreement.

**8. Relationship of the Parties** – For purposes of this Agreement, User is not an agent of NCHH and NCHH is not an agent of the User. Neither party has the right or authority to bind the other party through its actions or any other contracts or communications.

**9. Arbitration** – Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in a forum located in Howard County in the State of Maryland. Judgment on an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any award rendered thereunder shall be final and binding on all parties thereto. User irrevocably waives any objection to, and any right of immunity for, the jurisdiction of such arbitration on the grounds of venue or convenience of forum.

**10. Severability** – If any paragraph of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity will not affect other paragraphs of this Agreement that can be given effect without the invalid paragraph, and to this end the other paragraphs are deemed to be severable.

**11. Indemnification** – User shall indemnify and hold harmless NCHH and EFM, and each of their respective directors, officers, employees, agents and affiliates, from and against any claim, damages, loss, liability, cost and/or expense (including, but not limited to, reasonable attorney’s fees and costs) that directly or indirectly arise from or are caused by (a) any use by User of the Challenge Repair Specs or software, and/or (b) any breach or violation by User of any term or condition of this Agreement.

By executing this Agreement by signature below, User accepts the terms of this Agreement.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Email/Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date