



Northern Nevada Smarter Greener Better® Residential Rebates Program

Qualified Contractor Agreement

This Qualified Contractor Agreement (Agreement) is entered into by _____ (Contractor). By signing this Agreement Contractor acknowledges and agrees to comply with all terms and conditions set forth herein. Upon Contractor's acceptance into the Northern Nevada Smarter Greener Better Residential Rebates Program (Program), Southwest Gas shall provide Contractor with available marketing materials (in quantities of 25 copies per piece per request) and rebate applications to aid in the promotion and marketing of the Program at no charge; and include Contractor's information (as provided herein) on the Program Website, swgas.com, where consumers will be directed to locate a qualified contractor. Contractor is responsible for notifying Southwest Gas in writing of any changes to the information provided herein. Please complete the following information as you would like it to appear on the Southwest Gas Website. (Contractor agrees that the information provided herein may be posted on the Southwest Gas Website.)

1. Contractor Information

Business Name (and dba if applicable) _____ Qualified Contractor No. (for Southwest Gas) use _____

Contact Name _____ Title _____

Mailing Address _____ City _____ State _____ ZIP Code _____

() - () - _____
Phone Number Fax Number E-mail Address

Preferred Correspondence Fax E-mail

Business Website _____

2. License Information

State business license Nevada* NAC 624.210 C-3c Exp. _____

Nevada* _____ Exp. _____

Nevada* _____ Exp. _____

*Required permits for specific measures identified in Section E under Contractor's Obligations

Other licenses _____ Exp. _____

_____ Exp. _____

_____ Exp. _____

3. Service Territory

Southwest Gas services the following areas. Please check all that your business could serve:

Northern Nevada

- | | | |
|--|---|--------------------------------------|
| <input type="checkbox"/> Battle Mountain | <input type="checkbox"/> Fernley | <input type="checkbox"/> Stagecoach |
| <input type="checkbox"/> Beowawe | <input type="checkbox"/> Gabbs | <input type="checkbox"/> Stateline |
| <input type="checkbox"/> Carlin | <input type="checkbox"/> Gardnerville | <input type="checkbox"/> Wabuska |
| <input type="checkbox"/> Carson City | <input type="checkbox"/> Genoa | <input type="checkbox"/> Wadsworth |
| <input type="checkbox"/> Crystal Bay | <input type="checkbox"/> Incline Village | <input type="checkbox"/> Washoe |
| <input type="checkbox"/> Dayton | <input type="checkbox"/> Minden <input type="checkbox"/> Lovelock | <input type="checkbox"/> Winnemucca |
| <input type="checkbox"/> Elko | <input type="checkbox"/> Pyramid Lk. Indian Res. | <input type="checkbox"/> Yerington |
| <input type="checkbox"/> Fallon | <input type="checkbox"/> Silver Springs | <input type="checkbox"/> Zephyr Cove |



4. Business Information

Percentage of contracted work: _____ New construction _____ Retrofit / Renovation _____ Service
 Percentage of work performed in each area: _____ Residential _____ Commercial _____ Multi-family
 Contractor Staffing and Equipment: _____ Number of employees _____ Number of service trucks

5. Rebate Programs

Check all areas of interest:	Residential	Commercial	Multi-family
Attic Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. References

Provide contact information for three customers for whom attic insulation was completed by your company within the last five years:

	Reference 1	Reference 2	Reference 3
Name			
Address			
Telephone No.			
Description of work performed			
Date work performed			

Provide contact information for three suppliers or licensed contractors from whom you have purchased materials or received services within the last five years:

	Reference 1	Reference 2	Reference 3
Name			
Address			
Telephone No.			
Description			

7. Certifications

Provide a description of licensing, certifications (i.e., BPI, RESNET, or other equivalent), training, and other qualifications for attic insulation work:

8. Contractor's Representations and Warranties

Contractor represents and warrants that:

- A. Contractor is a _____ (corporation, limited liability company, partnership, sole proprietor) licensed to do business in all states in which it conducts business, and that it and its employees, representatives and subcontractors, have all necessary professional accreditations, registrations, and licenses to perform all activities and services offered by Contractor, including but not limited to, work that is or may be eligible for a rebate under the Program.
- B. Any work Contractor performs, and for which a customer may be eligible for a rebate under the Program, is (or will be) performed in accordance with the highest standards of Contractor's profession, performed in a fashion that meets or exceeds all requirements under applicable codes, and meets or exceeds any other standards set forth by Southwest Gas, as such standards may be modified from time to time. Contractor further warrants that any such work shall be adequate and sufficient for its intended purpose and will comply with all requirements under applicable federal, state and local laws, rules and regulations.
- C. Contractor maintains insurance coverage sufficient to comply with the requirements of this Agreement, including but not limited to, the indemnity provisions set forth herein, and Contractor has named Southwest Gas as an additional insured as required.
- D. Contractor has attached true and correct copies of all licenses and certificate(s) of insurance signed by a duly authorized representative or officer of Contractor's insurance company(s) evidencing the coverage required hereunder.

9. Contractor's Obligations

In exchange for the opportunity to provide services eligible for rebates under the Southwest Gas program listed herein, and for other good and valuable consideration receipt of which is hereby acknowledged, Contractor agrees as follows:

- A. Contractor will accurately inform customers in Southwest Gas' service areas of the Program's promotion and rebate opportunities. Without limiting the obligations set forth herein, Contractor agrees that it will not represent or imply that improvements or measures eligible for rebates under any Southwest Gas program are mandated or required by Southwest Gas. Contractor is knowledgeable about the Program including qualifying products, rebate amounts, and eligibility requirements. Contractor will attend and successfully complete the Southwest Gas sponsored training and/or seminars pertinent to the program procedures and requirements. Such training sessions will be held at no cost to the Contractor, and Southwest Gas will not reimburse Contractor for time spent at the training sessions. Southwest Gas has the sole right and authority to make the final determination as to acceptance of the Contractor Agreement and approval of Contractor's participation in the program.
- B. Contractor will make only accurate and truthful representations about Contractor's relationship with Southwest Gas and the Program. Without limiting the foregoing, Contractor agrees that it will not make any representation and will not imply that it is an affiliate of Southwest Gas, that it has partnered with Southwest Gas, that it or its work have been endorsed by Southwest Gas, that it is a subcontractor of Southwest Gas, and/or that it is the only contractor authorized to perform work in any Southwest Gas program. Also, without limiting the requirements set forth herein, Contractor will not utilize its status as a Qualified Contractor under this Agreement to market or promote any of its products or services other than attic insulation. To the extent that Contractor retains a third party to market Contractor's services, Contractor will ensure that the third party complies with all terms set forth in this Agreement.
- C. Contractor will not utilize Southwest Gas' corporate name, logo, identity, mark, trademark or any alleged affiliation in any fashion without Southwest Gas' prior written authorization. Without limiting the foregoing, Contractor agrees it will not place Southwest Gas' corporate name or logo on any of Contractor's marketing or non-marketing materials (whether printed, electronic or any other medium), including but not limited to, brochures, advertising, invoices and name badges.
- D. Contractor will aid in the customer rebate application process by providing current rebate applications, accurately answering questions, and directing customers to the Southwest Gas Rebate Processing Center at 1-855-743-1603, or to the Southwest Gas Website at www.swgas.com/efficiency.
- E. Contractor will maintain a current business license and all licenses and permits required by applicable laws, regulations and/or ordinances of all cities, counties, and/or states where Contractor is doing business. Contractor agrees and understands that the failure to maintain a current business license, or to maintain any other required licenses or permits are each individually a material breach of this Agreement. By offering attic insulation services, Contractor will maintain one or more of the following licenses (or the equivalent license available in the state(s) in which Contractor performs work): NAC 624.210 C-3c.
- F. Contractor will maintain its status as a legal entity in good standing within the state in which it is incorporated or formed.

G. Contractor will perform all work and services in accordance with all applicable statutes, rules, regulations, ordinances, codes, accepted industry standards, any applicable program manual, and any and all minimum standards set forth by Southwest Gas now or in the future.

H. Contractor will release, indemnify, hold harmless, and defend Southwest Gas, its affiliates at any tier, and their respective directors, officers, employees and agents (collectively the "Indemnified Parties"), and require all of Contractor's parent company(s) and affiliates at any tier, and all of Contractor's subcontractors at any tier to release, indemnify, hold harmless, and defend the Indemnified Parties from and against any and all liabilities, losses, claims, demands, liens, fines, actions, and causes of action of any nature whatsoever, including but not limited to, attorneys' fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with Contractor's participation in the Program, including but not limited to, work performed by Contractor that qualifies, or may qualify, for Program rebates, Contractor's obligations set forth in this Agreement, and/or any representation or action by Contractor that relates in any way to Southwest Gas, Southwest Gas' name or trademark, and/or any of Southwest Gas' Energy Efficiency programs. The release, indemnification, hold harmless, and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Contractor, Contractor's parent company(s), affiliates at any tier, and their respective directors, officers, employees and agents, Contractor's subcontractors at any tier, or any third parties on account of injury, death, property damage, or other losses. Without relieving Contractor of any obligation under this Agreement, Southwest Gas may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.

I. Contractor will cooperate with Southwest Gas in providing information for research related to energy efficiency programs and/or the Program, including but not limited to, providing Southwest Gas with data related to Contractor's services as required by Southwest Gas.

J. Contractor will cooperate with Southwest Gas in resolving any and all customer complaints received by Southwest Gas from any of Contractor's customers relating to work that is the subject of any Southwest Gas rebate application. Contractor shall, at no cost to Southwest Gas, use commercially reasonable efforts to resolve all customer complaints, whether or not made directly to Southwest Gas, to the complaining customer's satisfaction, including without limitation, remedying, repairing, or replacing the deficiencies at its own expense and within a time frame acceptable to the complaining customer.

K. The provisions of sections 9.H., 9.I., and 9.J. shall survive the termination of this Agreement.

10. Miscellaneous

A. *Insurance Requirements.* Without limiting any of the other obligations or liabilities of Contractor under this Agreement, Contractor will maintain, and will require all of its subcontractors at any tier to maintain, throughout the entire term of this Agreement without interruption, insurance of the types and in the amounts set forth below. Payment of all insurance costs, deductible amounts and/or self-insured retentions shall be Contractor's sole responsibility.

1. Workers' Compensation and Employers' Liability insurance that comply with the statutory requirements of the state(s) having jurisdiction over each employee.
2. Commercial General Liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage including, but not limited to, coverage for premises/operations, independent contractors, contractual liability, products and completed operations, explosion, collapse and underground property damage hazards.
3. Commercial Automobile Liability insurance in the amount of \$1,000,000 combined single limit per accident covering owned, non-owned, and hired automotive equipment.
4. The insurance policies listed above will: (i) include Southwest Gas and all of its directors, officers, employees and agents acting on its behalf as additional insureds, except with respect to Workers' Compensation; (ii) include products and completed operations as part of the additional insured coverage provided under the Commercial General Liability insurance policy; (iii) waive all rights of subrogation against Southwest Gas, its parent company(s) or any of its affiliates at any tier and their respective directors, officers, employees, and agents; and (iv) will be primary coverage to any insurance or self-insurance maintained by Southwest Gas, its parent company(s) or affiliates at any tier, regardless of any "other insurance," "covered elsewhere" or other similar provisions.
5. Southwest Gas reserves the right to increase and/or amend any insurance requirement, and upon notice of such change, Contractor shall obtain the necessary increased and/or amended insurance as required. Contractor's liability and/or indemnity under this Agreement will not be limited by the types and amounts of insurance required (which are considered minimums) or by Contractor's failure to comply, in whole or in part, with the insurance provisions set forth in this Agreement.

B. Term. This Agreement shall commence on the date upon which Southwest Gas provides Contractor with written acknowledgement that Contractor will be permitted to participate as a qualified contractor in the Program and will terminate on December 31, 2016, unless earlier terminated pursuant to the provisions set forth herein.

C. Termination by Southwest Gas. Southwest Gas may terminate this Agreement for cause in the event of any default by Contractor, or if Contractor fails to comply with any term or condition set forth in this Agreement. Causes allowing Southwest Gas to terminate this Agreement include, but are not limited to, failure to perform in accordance with Program requirements; failure to promptly provide Southwest Gas with documented proof of licensure, insurance, and compliance with the respective provisions of this Agreement; representing or implying that Southwest Gas is an employer, partner, affiliate or in any other way related to Contractor; representing or implying that Southwest Gas has endorsed Contractor's services; and/or making untrue statements on any application for any Southwest Gas rebate. Notice of termination pursuant to this provision shall be made in writing and shall be deemed given when received. Contractor acknowledges and agrees that should this Agreement be terminated as a result of Contractor's breach of any provision of this Agreement, Contractor may be barred from participating in any of Southwest Gas' programs as a qualified contractor in the future. Contractor further acknowledges and agrees that Southwest Gas' termination of this Agreement pursuant to this provision does not preclude Southwest Gas from seeking damages or limit its remedies hereunder. Southwest Gas reserves the right to change or cancel the Program or its terms and conditions at any time.

D. Termination by Contractor. Contractor may terminate this Agreement at any time provided that notice of termination shall be made in writing and shall be deemed given when received if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to:

Southwest Gas Corporation
Energy Efficiency
P.O. Box 98510, LVB-105
Las Vegas, NV 89193-8510

E. No endorsement. Contractor acknowledges and agrees that Southwest Gas does not, by this Agreement, endorse or recommend Contractor's services. Contractor acknowledges and agrees that Southwest Gas makes no representations or warranties whatsoever related to the quality of work, services or products of Contractor. Contractor shall not make express or implied representations to any third party, including but not limited to any Southwest Gas customer, inconsistent with this provision.

F. Limitation of Liability. Southwest Gas and its agents shall not be liable for any rebates if Contractor has provided any inaccurate information associated with receiving such rebate.

G. No Partnership or Affiliation. Nothing contained in this Agreement shall be deemed to create any partnership, joint venture, contractor, subcontractor, agent, representative or affiliate relationship between Contractor and Southwest Gas. Contractor shall not make express or implied representations to any third party, including but not limited to any Southwest Gas customer, inconsistent with this provision.

H. Choice of Law and Enforcement. This Agreement shall be governed by and construed in accordance with the laws of Nevada, excluding any choice of law provision that would otherwise require application of laws of any other jurisdiction, with venue in Carson City, Nevada. In the event that it becomes necessary for Southwest Gas to enforce its rights under this Agreement and Southwest Gas prevails, with or without litigation, then Southwest Gas shall be entitled to recover all reasonable expenses, including attorney's fees and costs, arising out of the enforcement of its rights.

I. Waiver. The failure of a party to require the performance of a term or obligation under this Agreement, or the waiver by a party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom charged.

J. Assignment. Contractor may not assign its rights under this Agreement. Southwest Gas may assign this Agreement to any of its parent companies, affiliates, or subsidiaries without the consent of Contractor. This Agreement shall be binding upon and inure to the benefit of Southwest Gas' permitted successors and assigns.

K. Severability. If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.

L. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communications, and representations between the Parties. Any terms or conditions contained in any confirmation or statement that differs or varies from the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by the Parties.

M. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

N. No Third Party Beneficiaries. Except as provided in Section 9.H. with respect to indemnification of indemnified Parties hereunder, the rights and obligations of the Parties hereto are made for the express and exclusive benefit of Southwest Gas and Contractor and no other person or party which is not a signatory hereto shall have the benefit of, or any right to seek enforcement or recovery under, any such rights or obligations.

O. Irreparable Harm. Contractor acknowledges and agrees that a breach by Contractor of this Agreement shall cause Southwest Gas irreparable damage which cannot be readily remedied in monetary damages in an action at law. In the event of any material default or breach by Contractor that could result in irreparable harm to Southwest Gas or cause some loss or dilution of Southwest Gas' goodwill, reputation, and standing in the community, Southwest Gas shall be entitled to immediate injunctive relief to prevent such irreparable harm, loss, or dilution, in addition to any other available remedies.

11. Acknowledgement

By signing this Agreement, I represent that the information provided is true and I acknowledge that I have read, understand, and consent to the Program terms and conditions. I further represent and warrant that I have the full legal capacity, power, and authority to execute this Agreement for and on behalf of Contractor.

Contractor

Signature

Title

Print name

Date

12. Submittal Instructions

Please attach the following to your application:

- Copy of appropriate license issued by State Contractors' Board
- Proof of worker's compensation, commercial general liability, and business auto insurance

Send completed applications to:

**Southwest Gas Corporation
Energy Efficiency
P.O. Box 98510, LVB-105
Las Vegas, NV 89193-8510**