



## Southwest Gas Corporation COMMERCIAL REFERRAL PROGRAM Contractor Participation Terms and Conditions

### Terms and Conditions

Southwest Gas Corporation (Company) offers a commercial referral program (Program) to assist customers with natural gas equipment inquiries and energy efficiency services.

Therefore, as a condition of Contractor's participation in the Program, Contractor hereby agrees to the following Terms and Conditions:

**Commencement and Termination.** These Terms and Conditions shall govern Contractors eligibility and participation in the Program. The Contractor acknowledges and agrees that Company may remove the Contractor's name from the list of approved contractors or suspend or discontinue the program at any time and for any reason. Contractor further acknowledges a duty to notify Southwest Gas Corporation of any material changes in the information provided with respect to its participation in the Program within a reasonable time period. Contractor Participation in the Program shall expire on December 31, 2011 and Contractor must reapply to renew its participation in the Program.

**Minimum Duration of Business.** Contractor hereby attests to having been in business under its current name, in its current city, and has retained applicable licenses for a minimum of one year.

**Independent Contractor.** Contractor's participation in the Program shall be as an independent Contractor and not as an employee, subcontractor, or agent of Company. Any provisions in these Terms and Conditions that may appear to provide Company with the right to supervise or monitor Contractor's activities under these Terms and Conditions are merely offered for direction purposes only.

**Contractor as Principal.** Contractor shall retain sole and principal responsibility for any and all services performed pursuant to these Terms and Conditions.

**Limitation on the Utilization of Subcontractor.** Contractor shall not permit any of the activities associated with its participation in the Program to be performed by a subcontractor.

**Conditions of Program Participation.** Contractor's strict compliance with these Terms and Conditions shall be a condition precedent to Contractor's continued participation in the Program. The failure to comply with these Terms and Conditions by Contractor shall be cause for Company to immediately remove Contractor as a participant in the Program.

**Southwest Gas Referral Program Logo Use.** The use of the Company's trademark logo may be used by Contractors on the Company's referral program. Contractor may state that they are on the Company's Contractor Referral Program. Contractor may not express any implied or explicit endorsement by Southwest Gas, i.e. "Approved by Southwest Gas." All advertising copy must be approved by Company prior to placement. Only camera-ready advertising or copy will be reviewed. No changes are allowed to the advertising after Company approval. All advertising by a licensed contractor must include the contractor's license number. Advertising must be accurate and not misleading. Company cannot participate in any advertising making a claim which, it believes, cannot be substantiated, or one which may be in violation of ethical or legal requirements, such as the Truth in Lending Act. All print, radio and television advertising must feature equipment which has been approved by the American Gas Association (AGA) and certified according to standards set by the American National Standards Institute (ANSI). If Contractor's advertising includes financing, Contractor must include the words: "On Approved Credit," or "O.A.C, some restrictions apply." Company may require some advertising to include the following words, "All claims, energy savings, warranties, implied or expressed etc. in this advertising are those of the advertiser and not Southwest Gas."

**Company Referrals.** Contractor hereby acknowledges that Company makes no representations with respect to the number of referrals Contractor may receive and that Company will provide its customers with Contractor referrals on a rotating basis. Regarding Company-provided contractor referrals, Contractor agrees to:

- Respond to all customer referral inquiries within twenty-four (24) hours of the call;
- Provide free estimates for heating (HVAC) replacements that require a visit to the customer's premises (if applicable);
- Initiate customer-incurred work schedule on time and refuse the job if this time frame cannot be met;
- Properly protect the property of the customer and others at the work site or adjacent to the work site;
- Take all necessary precautions for the safety of all employees at the work site to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises or location where the work is being performed;
- Comply with all applicable federal, state and local laws, codes and ordinances in performing its obligations under these Terms and Conditions;
- Perform additional work as necessary upon agreement with the customer; and
- Be solely responsible for resolution of any and all disputes between Contractor and customer.

**Intent of Program.** Contractor acknowledges that the intent of the Program is to promote the sale of high-efficiency natural gas products and energy efficiency services through the use of an approved participant. Contractor shall actively promote the sale of high-efficiency natural gas products and the benefits of energy efficiency services.

**Equipment Standards.** All natural gas equipment sold and installed under these Terms and Conditions shall meet or exceed applicable Underwriters Laboratories (UL), American National Standards Institute (ANSI) or CSA standards.

**Licenses.** Contractor warrants that it holds all necessary licenses from all appropriate entities and governmental agencies in the state in which the sale and installation or service will be performed, and that such licenses are now and shall remain current and in good standing during the term of these Terms and Conditions. Contractor shall provide Company with a copy of each and every license required.

**Insurance Requirements.** Contractor shall provide and maintain in full force and effect during its participation in the Program, the insurance described below in the minimum amounts specified.

- Workers' Compensation – in accordance with the statutory workers' compensation requirements of the state(s) where the work is to be performed.
- Comprehensive Automobile Liability Insurance – must include non-owned and hired car coverage on a combined single-limit basis for bodily injury and property damage in an amount not less than \$1,000,000.
- General Liability and Property Damage – Contractor must provide a general liability or comprehensive general liability coverage which includes coverage for any act, error or omission of Contractor and which insures all risks relating or pertaining to Contractor's work and work product included in the products-completed operations hazard. Such policy must include coverage for both personal injury and property damage, including accidental death, to any one person, on a combined single-limit basis for both accidents and injuries in an amount not less than \$1,000,000. Any Contractor or subcontractor, whose insurance policy excludes explosion (Y), collapse (C), or underground (U) coverages from their insurance coverage must show evidence in their policies that these exclusions have been waived. Aggregate limits must not be less than two (2) times the maximum coverage required. Exclusions other than pollution and nuclear must be approved on a per item basis.
- Professional Liability Insurance - If Contractor provides design services, Contractor must provide and maintain comprehensive professional liability insurance coverage. The insurance policy shall provide for the payment of all sums that Contractor is obligated to pay due to the liability imposed upon Contractor, arising out of the performance of its professional services, and caused by any act, error, or omission of Contractor or any other person for whose acts the insured is legally liable. Required coverage shall be in an amount not less than \$1,000,000.
- Contractor will provide Company with Certificates of Insurance evidencing coverage in the specified amounts prior to the commencement of any services under these Terms and Conditions.
- Contractor will list Southwest Gas Corporation, Energy Services LVA-170, P.O. Box 98510 Las Vegas, NV 89193-8510, as the certificate holder on Contractor's Certificate of Insurance. The information on the Certification of Insurance shall include the policy number(s), effective date(s) and expiration date(s) for each requisite insurance coverage.
- These certificates should contain a provision that coverage afforded under each and all of the policies will not be canceled nor materially changed until at least 30 days prior written notice has been given Company. Upon expiration of the Certification of Insurance, Company will no longer provide referrals to the Contractor until an updated certificate is received.

- Company reserves the right to review the original or certified copy thereof, of each and every policy of insurance, which provides coverage as required herein. Company further reserves the right to accept or reject the applicable insurance coverage for any reason. Contractor will provide Company with new Certificates of Insurance upon renewal date of policy.

**Indemnity.** Contractor agrees to indemnify, defend and hold Company, its directors, officers, employees and agents harmless against all claims and demands arising out of: Injuries to persons, including deaths resulting there from and damage to property occurring at anytime during the term of Contractor's participation of the Program as a direct or indirect result of the sales, services, or installations performed by Contractor as a result of its participation in this Program occasioned by strict liability, or any active or passive negligent act or omission by Contractor, its subcontractors, agents, servants or employees, regardless of whether in connection with such act or omission, it is alleged or claimed that the negligence of Company or its representatives caused or contributed thereto; or Contractor's fraudulent use or misrepresentation of the Program. Contractor shall properly protect the property of the customer and others at the work site or adjacent to the work site. Contractor shall take all necessary precautions for the safety of all employees at the work site and shall comply with all applicable provisions of federal, state, and local safety laws and regulations to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises or location where the work is being performed.

**Cancellation of Prior Agreements.** These Terms and Conditions supersede and cancel as of the Effective Date hereof all previous agreements, terms and conditions and contracts, whether written or oral, entered into by the parties.

**Governing Laws.** These Terms and Conditions and all rights, duties and obligations hereunder, shall be governed in all respects by the laws of the state where the services are performed.

**Assignment.** Except by reason of sale, merger or acquisition of Company, the Contractor shall not have the right to assign or delegate any portion of these Terms and Conditions without the prior written consent of Company, which consent shall not be unreasonably withheld or delayed.

**Waiver.** The failure of Company to enforce any of these Terms and Conditions or to exercise any right or privilege therein, shall not be construed as a subsequent waiver of any such terms, conditions, rights or privileges.

**Entire Agreement.** These Terms and Conditions, along with any and all documents referenced to herein, shall constitute the sole and entire understanding of the Contractor as to the subject matter. Any prior understandings, commitments or representations, written or oral, expressed or implied, between the parties shall not be construed to alter or waive any part of these Terms and Conditions unless contained herein.

**Conflicts and Interpretations.** If, in the opinion of Contractor, a conflict exists between any provision of these Terms and Conditions and any of its related documents, Contractor shall bring such conflict to the attention of Company and Company will then advise Contractor as to which provision shall prevail. Company shall determine the meaning and intent of any provision or specification where such provision or specification may be determined to be ambiguous, obscure or in dispute. Company shall have the right to correct any errors or omissions therein when corrections are necessary for the proper completion of the intentions of Company. Company's decisions shall be final and conclusive.

**Privacy.** Contractor's signature on this contract authorizes Company to post Contractor's name, address, phone, fax, e-mail and website on the Southwest Gas website [www.swgas.com](http://www.swgas.com) and other public materials.

**Acceptance of Terms and Conditions** – Contractor hereby certifies that they have read and understand all of the terms and conditions and agree to be bound by them as listed above.

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

Contractor Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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