



SOUTHWEST GAS

member
**REFERRAL
PROGRAM**

REFERRAL PROGRAM Terms and Conditions

Southwest Gas Corporation (Company) offers a Residential Contractor/Dealer referral program and Commercial Contractor/Dealer referral program (both the Residential and Commercial Contractor/Dealer programs are jointly referred to herein as “Program”) to assist customers with natural gas equipment, gas lines and other services.

These Terms and Conditions shall commence on _____ (**Effective Date**) and end December 31, 2014 (**Expiration Date**) by and between Southwest Gas Corporation (Company) and _____ (Contractor/Dealer).

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

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.

Commencement, Expiration and/or Termination of Terms and Conditions

These Terms and Conditions shall govern Contractor’s/Dealer’s eligibility and participation in the Program. The Contractor/Dealer acknowledges and agrees that Company may remove the Contractor’s/Dealer’s name from the list of contractors/dealers or suspend or discontinue the Program at any time and for any reason. Contractor/Dealer further acknowledges a duty to notify Company of any material changes in the information provided with respect to its participation in the Program within a reasonable time period. Contractor/Dealer participation in the Program shall expire on Expiration Date and the Contractor/Dealer must reapply to renew its participation in the Program.

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 the Contractor/Dealer, 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.

Minimum Duration of Business

Contractor/Dealer 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.

Contractor/Dealer as Principal

Contractor/Dealer shall retain sole responsibility for any and all services performed pursuant to these Terms and Conditions.

Limitation on the Utilization of Subcontractor

Contractor/Dealer shall not permit a subcontractor to perform any services arising out of or requested pursuant to this Program. Contractor/Dealer must perform all of the services requested by a customer under this Program and shall not use a subcontractor under any circumstances for any services relating to this Program.

Intent of Program

- A Contractor/Dealer that participates in the Residential Contractor/Dealer Program acknowledges that the intent of the Residential Contractor/Dealer Program is to assist residential customers with the purchase, repair and installation of natural gas equipment, gas lines and other services through the use of a licensed Contractor/Dealer in the Residential Contractor/Dealer Program.
- A Contractor/Dealer that participates in the Commercial Contractor/Dealer Program acknowledges that the intent of the Commercial Contractor/Dealer Program is to assist commercial customers with the purchase, repair and installation of natural gas equipment, gas lines and other services through the use of a licensed Contractor/Dealer in the Commercial Contractor/Dealer Program.
- The solicitation by Contractor/Dealer of the sale and installation of any competitive energy-source equipment to Company-referred customers pursuant to these Terms and Conditions is strictly prohibited.
- Contractor/Dealer shall actively promote high-efficiency natural gas products and other Southwest Gas programs.

Company Referrals

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

- Respond to all customer referral inquiries within twenty-four (24) hours of the initial call;
- Provide free estimates for heating (HVAC) replacements that require a visit to the customer's premises;
- Initiate customer-incurred work schedule on time and refuse the job if this time frame cannot be met;

- 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/Dealer and customer.

Equipment Standards

All natural gas equipment sold under these Terms and Conditions is required to be approved, certified and listed according to standards set forth by United States accredited testing laboratories. All installations are required to meet code compliance of local municipalities.

Licenses

Contractor/Dealer warrants that it holds all necessary licenses or proper certifications from all appropriate municipalities and governmental agencies in the state in which services 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/Dealer shall provide Company with a copy of each and every license required.

Insurance Requirements

Contractor/Dealer will provide Company with a Certificate of Insurance evidencing coverage in the specified amounts prior to the commencement of any services under these Terms and Conditions.

Contractor/Dealer shall provide and maintain, in full force and effect during its participation in the Program, the insurance described below with the minimum amounts specified.

Contractor/Dealer 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/Dealer'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 of insurance coverage.

Each certificate 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.

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/Dealer will provide Company with a new Certificate of Insurance upon renewal date of policy. Upon expiration of the Certificate of Insurance, Company will no longer provide referrals to the Contractor/Dealer until an updated certificate is received.

Workers' Compensation

Contractor/Dealer must be in accordance with the statutory workers' compensation requirements of the state(s) where the work is to be performed.

Comprehensive Automobile Liability Insurance

Contractor/Dealer must include non-owned and hired auto coverage on a combined single-limit (CSL) or split limit (residential only) basis for bodily injury and property damage. The minimum amount of auto coverage required to participate in the Program is as follows:

For Contractor/Dealer to participate in the Residential Contractor/Dealer Program:

CSL: \$300,000

- OR -

BODILY INJURY (Per person) \$100,000

BODILY INJURY (Per accident) \$300,000

PROPERTY DAMAGE (Per accident) \$50,000

For a Contractor/Dealer to participate in the Commercial Contractor/Dealer Program:

CSL: \$1,000,000

General Liability Insurance

Contractor/Dealer must provide general liability insurance coverage, which includes coverage for any act, error or omission of Contractor/Dealer and which insures all risks relating or pertaining to Contractor's/Dealer's work and work product included in the products-completed operations hazard. Such policy must include coverage for both bodily injury and property damage, including accidental death, to any person for both accidents and injuries. The policy shall also include coverage for personal and advertising injury. The minimum amount of general liability coverage required to participate in the Program is as follows:

For Contractor/Dealer to participate in the Residential Contractor/Dealer Program:

EACH OCCURRENCE \$250,000

PERSONAL & ADVERTISING INJURY \$250,000

GENERAL AGGREGATE \$500,000

PRODUCTS-COMPLETED /OPERATIONS AGGREGATE \$500,000

For a Contractor/Dealer to participate in the Commercial Contractor/Dealer Program:

EACH OCCURRENCE \$1,000,000

PERSONAL & ADVERTISING INJURY \$1,000,000

GENERAL AGGREGATE \$2,000,000

PRODUCTS-COMPLETED/OPERATIONS AGGREGATE \$2,000,000

A Contractor's/Dealer's general liability insurance policy should include explosion (X), collapse (C), and underground (U) coverage. If coverage has been waived, Contractor/Dealer must notify Company. Exclusions other than pollution and nuclear must be approved on a per item basis.

Professional Liability Insurance (Commercial Only - Energy Auditors)

If Contractor/Dealer participates in the Commercial Contractor/Dealer Program and provides design services, Contractor/Dealer must provide and maintain comprehensive professional liability insurance coverage. The insurance policy shall provide for the payment of all sums that Contractor/Dealer is obligated to pay due to the liability imposed upon Contractor/Dealer, arising out of the performance of its professional services, and caused by any act, error, or omission of Contractor/Dealer 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.

Indemnity

Contractor/Dealer shall properly protect the property of the customer and others at the work site or adjacent to the work site. Contractor/Dealer 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.

Contractor/Dealer agrees to indemnify, defend and hold Company, its directors, officers, employees and agents harmless against all claims, liabilities, civil penalties, actions, administrative proceedings, citations, damages, settlements, losses, costs, expenses, demands, and attorney fees, arising out of or attributable to, including, but not limited to, monetary or economic injury or loss; expense; delay; bodily injuries; personal injuries; sickness; disease; death of persons; damage to or loss of use of property; or any other damage, occurring at anytime during or after the term of this Contractor's/Dealer's participation in this Program, relating to the sales, service or installation performed by Contractor/Dealer, its subcontractors, suppliers, agents, employees, or anyone directly or indirectly employed by any of them under this Program, whether occasioned by strict liability or any active or passive negligent act, omission or willful misconduct by Contractor/Dealer, its subcontractors, suppliers, agents, employees, or anyone directly or indirectly employed by any of them, 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 to Contractor's/Dealer's fraudulent use or misrepresentation of the Program.

Independent Contractor

Contractor's/Dealer's participation in the Program shall be as an independent Contractor/Dealer 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/Dealer's activities under these Terms and Conditions are merely offered for direction purposes only. Contractor/Dealer is not entitled to any damages, insurance, workers compensation benefits, monetary reimbursement or monetary payment whatsoever from Company for any services associated with or relating to this Program.

Conditions of Program Participation

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

Southwest Gas Referral Program Logo Use

The Company's trademark logo may be used by Contractors/Dealers that participate in the Company's Program. Company reserves all rights with respect to use of the Company's trademark logo and permission to use the Company's trademark logo may be withdrawn by Company at any time and for any reason. Use of the Company's trademark logo is subject to the following terms:

- Contractor/Dealer may state that they are on the Company's Residential and/or Commercial Contractor/Dealer Referral Program. Contractor/Dealer 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. (Arizona Article 321124) (California Rule 861) (Nevada Revised Statute 624.720 (3)).
- 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 featuring equipment are required to be approved, certified and listed according to standards set forth by United States accredited testing laboratories.
- If Contractor's/Dealer's advertising includes financing, Contractor/Dealer 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."

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/Dealer 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/Dealer, a conflict exists between any provision of these Terms and Conditions and any of its related documents, Contractor/Dealer shall bring such conflict to the attention of Company and Company will then advise Contractor/Dealer 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/Dealer’s owner, president or vice president signature on this contract authorizes Company to post Contractor’s/Dealer’s name, address, phone, fax, e-mail and Web site on the Southwest Gas Web site www.swgas.com and www.swgasliving.com and other public materials.

Acceptance of Terms and Conditions

Contractor/Dealer hereby certifies that they have read and understand all of the terms and conditions and agree to be bound by them as listed above.

Print Name and Title: _____ Signature: _____
Owner/President/Vice President Owner/President/Vice President

Contractor/Dealer Name: _____ Date: _____