



Nevada *Smarter Greener Better* Solar Water Heating Program

Contractor Application

Important: The Southwest Gas Nevada *Smarter Greener Better* Solar Water Heating Program provides valuable marketing resources and technical education and expertise to manufacturers, distributors, vendors and installers of qualifying solar thermal energy equipment. By applying to become a Qualified Contractor, participants can enhance their business offerings for residential, commercial and industrial customers. Other potential benefits may include:

1. Qualified Contractors will receive marketing materials to aid in the promotion and marketing of the Nevada *Smarter Greener Better* Solar Water Heating Program at no charge.
2. Company information may be included on the program website where consumers will be directed to locate a Qualified Contractor.
3. When opportunity exists, Qualified Contractors will be informed of and assisted with additional cooperative marketing and promotion of the Nevada *Smarter Greener Better* Solar Water Heating Program, such as advertising, newsletters, manufacturer promotions, training/seminars, etc.

To apply, please complete this application and agree to the terms and conditions with your signature.

Contact Information

Please complete the following information as you would like it to appear on the Southwest Gas website.

Business name:	_____		
Contact name:	_____	Title:	_____
Address:	_____	City:	_____ State: _____ Zip: _____
Phone:	_____	Fax:	_____ E-mail: _____
Website:	_____		
Our company is: (check all that apply):	<input type="checkbox"/> Equipment Distributor	<input type="checkbox"/> Equipment Vendor	<input type="checkbox"/> Equipment Installer
	<input type="checkbox"/> Other _____		
Applying to Support: (check all that apply):	<input type="checkbox"/> Residential Systems	<input type="checkbox"/> Commercial Systems	

Business Information

Please complete the following questions pertaining to your business.

License #(s):	_____	Issue Date:	_____	Expiration Date:	_____
License Sub-classification:	<input type="checkbox"/> Solar Water Heating	<input type="checkbox"/> Solar Space Heating	Other:	_____	
Other Applicable Licenses and/or Certifications:	_____				
Percentage of business:	_____ Residential	_____ Commercial			
Number of employees/service trucks:	_____ Employees	_____ Service trucks			
Year company founded:	_____				

Service Territory

Southwest Gas services the following areas which include some remote and rural locations. Please check all that your business could service.

Northern Nevada			Southern Nevada
<input type="checkbox"/> Battle Mountain	<input type="checkbox"/> Gardnerville	<input type="checkbox"/> Wadsworth	<input type="checkbox"/> Blue Diamond
<input type="checkbox"/> Beowawe	<input type="checkbox"/> Genoa	<input type="checkbox"/> Washoe	<input type="checkbox"/> Boulder City
<input type="checkbox"/> Carlin	<input type="checkbox"/> Incline Village	<input type="checkbox"/> Winnemucca	<input type="checkbox"/> Calnevari
<input type="checkbox"/> Carson City	<input type="checkbox"/> Lovelock	<input type="checkbox"/> Yerington	<input type="checkbox"/> Henderson
<input type="checkbox"/> Crystal Bay	<input type="checkbox"/> Minden	<input type="checkbox"/> Zephyr Cove	<input type="checkbox"/> Laughlin
<input type="checkbox"/> Dayton	<input type="checkbox"/> Pyramid Lake Indian Res.		<input type="checkbox"/> Las Vegas
<input type="checkbox"/> Elko	<input type="checkbox"/> Silver Springs		<input type="checkbox"/> Nelson
<input type="checkbox"/> Fallon	<input type="checkbox"/> Stagecoach		<input type="checkbox"/> North Las Vegas
<input type="checkbox"/> Fernley	<input type="checkbox"/> Stateline		<input type="checkbox"/> Primm
<input type="checkbox"/> Gabbs	<input type="checkbox"/> Wabuska		<input type="checkbox"/> Searchlight

References

Please list customer and trade references that can be contacted as part of the application review process. If applying for more than one Qualified Contractor network, please attach additional customer and trade references as necessary for each technology area. If applying to be a residential Qualified Contractor please complete the residential references, if applying to be a commercial Qualified Contractor please complete the commercial references section.

Residential references, if applicable. Please list three of your residential customers who have installed solar thermal equipment in the last five years.

	<u>Company Name</u>	<u>Contact Name</u>	<u>Contact Phone</u>	<u>City</u>	<u>State</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

Commercial references, if applicable. Please list three of your commercial or industrial customers who have installed solar thermal equipment in the last five years.

	<u>Company Name</u>	<u>Contact Name</u>	<u>Contact Phone</u>	<u>City</u>	<u>State</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

Trade references. Please list three suppliers or licensed contractors whom you have purchased materials or received services in the last five years.

	<u>Company Name</u>	<u>Contact Name</u>	<u>Contact Phone</u>	<u>City</u>	<u>State</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

Participation Application Terms and Conditions

1. Qualified Contractors will be required to attend an initial one (1) day training session prior to final approval from Southwest Gas to support the Nevada *Smarter Greener Better* Solar Water Heating Program. These activities will be held at no charge for participating Qualified Contractors. Southwest Gas will not reimburse Qualified Contractors for time spent attending the training sessions. The Qualified Contractor will accurately inform Southwest Gas customers of the Nevada *Smarter Greener Better* Solar Water Heating Program eligibility requirements, participation steps, and rebate opportunities. The Qualified Contractor agrees to fully understand available rebate programs including; qualifying products, rebate amounts, and eligibility requirements. Participation in the Nevada *Smarter Greener Better* Solar Water Heating Program does not guarantee a Qualified Contractor will receive any referrals. Qualified Contractor must successfully complete a one-day training session provided by Southwest Gas and annually satisfy the following requirements to Southwest Gas:
 - a. Submit a Contractor Participation Application.
 - b. Provide proof of the appropriate license issued by the State Contractors' Board.
 - c. Provide proof of valid workers' compensation insurance if the contractor is required by law to carry such insurance.
 - d. Provide proof of commercial general liability insurance and business auto insurance.
 - e. Maintain documentation of all warranties that will apply to solar thermal systems installed by the contractor.
2. Qualified Contractor will aid in the customer rebate application process by accurately answering questions and directing customer to the current rebate forms, the customer service hotline, and/or to the website. Qualified Contractor shall not mislead the Customers about the availability of rebates or misrepresent its role in the rebate award process. Only Southwest Gas in its sole discretion can approve or reallocate Program rebates for a Customer. Southwest Gas has the sole right and authority to determine acceptance of Contractor's Participation Application and resulting right of participation in the Program.
3. All designs, drawings, calculations, computer codes, plans, specifications, data and any and all other information developed, created or produced (including partially completed work) by Qualified Contractor pursuant to or relating, directly or indirectly, to the Program, will become the property of Southwest Gas when so developed, created, or produced, and notwithstanding any property designations contained therein, Southwest Gas will have the right to use or sell that information without limitation. At Southwest Gas' request, those designs, drawings, calculations, computer codes, plans, specifications, data, and any and all other information will be delivered to Southwest Gas.
4. The Qualified Contractor will not use the Southwest Gas corporate name, logo, identity, or any affiliation on any Qualified Contractor marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers, without Southwest Gas prior written consent. Neither the Qualified Contractor, nor any Qualified Contractor employee(s) shall be considered, for any purpose, to be an employee, agent, partner or representative of Southwest Gas and neither shall have any power or right to bind Southwest Gas to any obligation, or act on behalf of or in the name of Southwest Gas in dealing with customers or third parties. The parties will not exercise any control or supervision of each other or be responsible for each other in the performance of any service.
5. In reviewing a Contractor Participation Application, Southwest Gas will verify that the contractor's license issued by the State Contractors Board is currently valid and active. If Southwest determines that the contractor's license was suspended, Southwest will suspend any applications associated with the contractor and notify affected customers and the contractor of the suspension. Furthermore, Southwest will not confirm any rebate reservations associated with the contractor and will not issue any rebate payments for a solar thermal system associated with the contractor, unless the solar thermal system was operational before the suspension of the license. If the solar thermal system has not been installed, the customer may hire a new contractor without losing their current rebate reservation.
6. If the Qualified Contractor desires to discontinue its participation in the Nevada *Smarter Greener Better* Solar Water Heating Program, it may do so by notifying Southwest Gas of its decision by providing a 30 day written notice prior to termination. Southwest Gas reserves the right to terminate this Agreement for any reason, including, without limitation, if the Qualified Contractor fails to comply with any program rules or guidelines; the Qualified Contractor misrepresents Southwest Gas programs to customers and/or other parties; or the Qualified Contractor knowingly provides false or incorrect information to Southwest Gas. The Qualified Contractor will maintain any and all applicable license(s) and insurance coverage(s), and adhere to the requirements to do business within the state of Nevada. Qualified Contractor will also provide immediate access to documentation to Southwest Gas upon request, including but not limited to, appropriate liability insurance, permits, licensure, or certification information. The Qualified Contractor will install solar thermal equipment in accordance with applicable statutes, regulations, ordinances, codes, and accepted industry standards. The Qualified Contractor will recycle or dispose of old equipment and components resulting from the installation of solar thermal equipment in accordance with applicable statutes, regulations, ordinances, codes, and accepted industry standards.
7. Qualified Contractor and its employees shall represent and warrant that: (a) the services performed for Customer for the Program shall be performed in a good workmanlike, skilled, and professional manner; (b) the services shall comply in all material respects with the specifications and other requirements set forth in each applicable contract with Customer and in strict accordance with the Program and this Contractor Participation Agreement; (c) Qualified Contractor's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; and (d) Qualified Contractor is the lawful owner or licensee of any intellectual property, software programs or other materials used by Qualified Contractor in the performance and delivery of the

services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services.

8. SOUTHWEST GAS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE SERVICES, INCLUDING ANY ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY, OR RELIABILITY OF THE SERVICES CONDUCTED BY THE QUALIFIED CONTRACTOR.
9. Qualified Contractor will not assign any of the rights or responsibilities arising from this Contractor Participation Agreement to any individual or entity without first having obtained the written approval of Southwest Gas.
10. Qualified Contractor will not subcontract for any of the services without the prior written approval of Southwest Gas, and only then upon terms and conditions as Southwest Gas may require.
11. In no event shall Nexant or Southwest Gas be liable to Qualified Contractor, its employees, agents, or subcontractors for any damages whatsoever (including but not limited to lost profits or interruption of business) arising out of the Program, the services or related to this Contractor Participation Agreement, even if advised of the possibility of such damages.
12. Qualified Contractor acknowledges that Nexant and Southwest Gas are not responsible for any tax liability imposed on the Qualified Contractor as a result of payment of eligible equipment rebates and the Qualified Contractor should consult a tax attorney to determine any potential tax liabilities as a result of receiving rebates for the services performed. Southwest Gas and Nexant are not providing tax advice, and any communication by Southwest Gas or Nexant is not intended or written and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
13. This Contractor Participation Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Contractor Participation Agreement will be Clark County, Nevada.
14. Southwest Gas and its agents shall not be liable for any rebates if Qualified Contractor has provided incorrect information about the amount or conditions associated with receiving such rebate, or for rebate ineligibility resulting from equipment that is mislabeled or misrepresented by the Qualified Contractor.
15. Southwest Gas reserves the right to change or cancel the Nevada *Smarter Greener Better* Solar Water Heating Program or its terms and conditions at any time.

Acceptance of Terms

By signing below, the Qualified Contractor represents, warrants, acknowledges and agrees that:

- The Qualified Contractor has read and understood all Terms and Conditions of this application and the terms stated in the Nevada *Smarter Greener Better* Solar Water Heating Program Application for Rebate Reservation and agrees to comply with all terms and conditions pertaining to this program;
- All information provided to Southwest Gas by Qualified Contractor is true and correct and Qualified Contractor will notify Southwest Gas immediately of any changes;
- Qualified Contractor shall defend, protect, indemnify and hold harmless Southwest Gas, Nexant Inc., and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, and agents (the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever ("claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Nevada *Smarter Greener Better* Solar Water Heating Program; provided however, that the Qualified Contractor shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by such party's gross negligence or willful misconduct.
- Signatory has the authority to bind the Qualified Contractor to these terms.

Name of Qualified Contractor _____

Signature _____

Printed Name _____

Title _____

Date _____

Submittal Instructions

Please attach the following to your application:

- Copy of appropriate license issued by the State Contractors' Board
- Proof of worker's compensation, commercial general liability, and business auto insurance
- Warranty information that will be provided on installed solar thermal systems

Send completed applications to:

Southwest Gas Nevada *Smarter Greener Better* Solar Water Heating Program
3100 West Ray Road, Ste 230
Chandler, AZ 85226
Fax: 480-345-7601
Email: solarwaterheating@swgas.com