



**Southwest Gas Corporation
RESIDENTIAL REFERRAL PROGRAM
Contractor/Dealer Participation Agreement**

NOTE: ASTERISK (*) APPLIES TO CONTRACTORS ONLY

This Agreement is made this _____ day of _____, 20____, (**Effective Date**) by and between Southwest Gas Corporation (Company) and _____ (Contractor/Dealer).

WHEREAS:

Company offers a referral program (Program); and

The purpose of the Program is to assist residential customers with the purchase of high-efficiency natural gas appliances; and

Contractor/Dealer wishes to participate in the Program.

Therefore, in consideration of the premises and of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. ***Cancellation of Prior Agreements***

This Agreement supersedes and cancels as of the **Effective Date** hereof all previous agreements and contracts, whether written or oral, entered into by the parties.

2. ***Commencement and Expiration of Agreement***

The term of this Agreement shall commence on _____ (**Effective Date**) and expire on **January 1, 2012**, but may be terminated by either party with or without cause by providing five (5) days written notice to the other party of its intention to terminate.

3. ***Option to Renew***

This Agreement may be extended for a period of up to three (3) years beyond the expiration date as specified herein at the sole option of Company. Company shall exercise its option by giving Contractor/Dealer written notice prior to the expiration date of this Agreement.

4. ***Governing Laws***

This Agreement and all rights, duties and obligations hereunder, shall be governed in all respects by the laws of the state where the sale and installation are performed.

5. ***Assignment***

Except by reason of sale, merger or acquisition of company, neither party shall have the right to assign or delegate any portion of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

6. ***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.

7. ***Contractor/Dealer as Principal***

Contractor/Dealer shall retain sole and principal responsibility for any and all sales and installations performed pursuant to this Agreement.

8. ***Limitation on the Utilization of Independent Contractors***

Contractor/Dealer shall not permit any of the activities associated with sales and installations pursuant to this Agreement to be performed by an independent contractor without Company's prior written consent. As a condition of securing Company's prior written consent, an independent contractor shall be an approved participant in the Program.

9. ***Intent of Program***

9.1 Contractor/Dealer acknowledges that the intent of the Program is to promote the sale of high-efficiency natural gas appliances through the use of an approved participant.

9.2 The soliciting by Contractor/Dealer of the sale and installation of any competitive energy-source equipment to Company-referred customers pursuant to this Agreement is strictly prohibited.

9.3 Contractor/Dealer shall actively promote the sale of high-efficiency natural gas appliances.

10. ***Company Referrals***

10.1 Company will provide its customers, who require natural gas equipment or services that Company does not provide, with Contractor/Dealer referrals on a rotating basis.

10.2 Regarding Company-provided contractor referrals, Contractor/Dealer agrees to:

- a. Respond to all customer referral inquiries within twenty-four (24) hours of the call;

- * b. Provide free estimates for heating replacements which require a visit to the customer's premises;
- c. Initiate customer-incurred work schedule on time and refuse the job if this time frame cannot be met;
- d. Comply with all applicable federal, state and local laws, codes and ordinances in performing its obligations under this Agreement;
- e. Perform additional work as necessary upon agreement with the customer; and
- f. Be solely responsible for resolution of any and all disputes between Contractor/Dealer and customer.

11. *Equipment Standards*

All natural gas equipment sold and installed under this Agreement shall meet or exceed the National Appliance Energy Conservation Act (NAECA) standards in effect at the time of purchase and shall be warranted for a minimum of one (1) year from the date of purchase.

12. *Licenses*

12.1 Contractor/Dealer warrants that it holds all necessary licenses from all appropriate entities and governmental agencies in the state in which the sale and installation will be performed, and that such licenses are now and shall remain current and in good standing during the term of this Agreement.

12.2 Contractor/Dealer shall provide Company with a copy of each and every license required.

13. *Insurance Requirements*

13.1 Contractor/Dealer shall subscribe for and maintain in full force and effect during the term of this Agreement the insurance described below in the minimum amounts specified.

- a. **Workers' Compensation** – in accordance with the statutory workers' compensation requirements of the state(s) where the work is to be performed.
- b. **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 \$300,000 or single limits of \$100/300/50,000.

- c. **General Liability and Property Damage**** – Contractor/Dealer must provide a general liability or comprehensive general liability coverage which insures all risks. 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 \$500,000 or single limits of \$250/500/100,000.

** Any Contractor/Dealer or subcontractor operating under Manufacturer's or Comprehensive Contractor's Liability classification where explosion (Y), collapse (C), or underground (U) coverage's are excluded from their insurance coverage should 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 an item basis.

13.2.1 Contractor/Dealer will provide Company with Certificates of Insurance evidencing coverage in the specified amounts prior to the commencement of any sales and installations under this Agreement.

- a. Contractor/Dealer will list Southwest Gas Corporation, Energy Services LVA-170, P.O. Box 98510 Las Vegas, NV 89193-8510, as a certificate holder on contractor's/dealer's Certificate of Insurance for General Liability, Automobile and Workers Compensation Liability. A policy number, effective date and expiration date is required on all Certificates of Insurance.
- b. 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.
- c. 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.
- d. Company further reserves the right to accept or reject the applicable insurance coverage for any reason.
- e. Contractor/Dealer will provide Company with new Certificates of Insurance upon renewal date of policy. Upon expiration of the Certification of Insurance, Company will no longer provide referrals to the Contractor/Dealer until an updated certificate is received.

14. ***Indemnity***

14.1 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.

14.2 Contractor/Dealer agrees to indemnify, defend and hold Company, its directors, officers, employees and agents harmless against all claims and demands arising out of:

- a. Injuries to persons, including deaths resulting there from and damage to property occurring at anytime during the term of this Agreement as a direct or indirect result of the sales or installation by Contractor/Dealer of any natural gas equipment or plumbing under this Agreement occasioned by strict liability, or any active or passive negligent act or omission by Contractor/Dealer, 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,
- b. Contractor's/Dealer's fraudulent use or misrepresentation of the Program.

15. ***Independent Contractor***

Contractor's/Dealer's participation in the Program shall be as an independent Contractor/Dealer and not as an employee or agent of Company. Any provisions in this Agreement which may appear to provide Company with the right to supervise or monitor Contractor's/Dealer's activities under this Agreement are merely offered for direction purposes only.

16. ***Conditions of Program Participation***

16.1 Contractor's/Dealer's strict compliance with the terms and conditions of this Agreement shall be a condition to Contractor's/Dealer's continued participation in the Program. The breach of the terms and conditions of this Agreement by Contractor/Dealer shall be cause for Company to immediately remove Contractor/Dealer as a participant in the Program and to terminate this Agreement.

16.2 ***Southwest Gas Referral Program Logo Use***

- a. The use of the Company's trademark logo may be used by Contractors/Dealers on the Company's referral program.

- b. Contractor/Dealer may state that they are on the Company's Contractor/ Dealer Referral Program. You may not express any implied or explicit endorsement by Southwest Gas, i.e. "Approved by Southwest Gas."
- c. 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.
- * d. All advertising by a licensed contractor must include the contractor's license number.(Arizona Article 321124)(California Rule 861) (Nevada Revised Statute 624.720 (2))
- e. 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.
- f. 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).
- g. If your advertising includes financing, you must include the words: "On Approved Credit," or "O.A.C, some restrictions apply."
- h. 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."

17. ***Waiver***

The failure of Company to enforce any of the terms and conditions of this Agreement or to exercise any right or privilege therein, shall not be construed as a subsequent waiver of any such terms, conditions, rights or privileges.

18. ***Entire Agreement***

This Agreement, along with any and all documents referenced to herein, shall constitute the sole and entire Agreement and understanding between the parties 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 this Agreement unless contained herein.

19. ***Conflicts and Interpretations***

19.1 If, in the opinion of Contractor/Dealer, a conflict exists between any provision of this Agreement 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.

19.2 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.

20. ***Privacy***

Contractor's/Dealers' signature on this contract allows Southwest Gas to post your company name, address, phone, fax, e-mail and website on the Southwest Gas website www.swgas.com and other public materials.

In Witness whereof, the parties hereto have caused this Agreement to be duly and properly executed by an authorized representative on the day and year first above written.

Contractor/Dealer Name

Southwest Gas Corporation

By: _____

Ruth Weaver

Title: _____

Director of Energy Services

Date: _____

Date: _____