**Contractor Enrollment Terms and Conditions**

Southwest Gas Corporation (Southwest Gas) offers a Residential and Commercial Referral Program (the Residential and Commercial Referral Program are individually and jointly referred to herein as “Referral Program”) to assist customers with natural gas equipment, gas lines and other services.

These Terms and Conditions shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Effective Date) and end at the request of either party\* by and between Southwest Gas and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor/Dealer).

As a condition of Contractor/Dealer’s eligibility and participation in the Referral 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 AND/OR TERMINATION OF TERMS AND CONDITIONS**
These Terms and Conditions shall govern Contractor/Dealer’s eligibility and participation in the Referral Program. Contractor/Dealer acknowledges and agrees that Southwest Gas may remove Contractor/Dealer’s name from the list of contractors/dealers or suspend or discontinue the Referral Program at any time and for any reason. Contractor/Dealer also acknowledges and agrees that Southwest Gas may terminate Contractor/Dealer’s participation in the Referral Program at any time and for any reason. Contractor/Dealer further acknowledges a duty to notify Southwest Gas of any material changes in the information provided with respect to its participation in the Referral Program within a reasonable time period. Contractor/Dealer’s participation in the Referral Program shall continue until either Southwest Gas or Contractor/Dealer terminates Contractor/Dealer’s participation in the Referral Program or Southwest Gas suspends or discontinues the Referral Program. These Terms and Conditions are subject to modification by Southwest Gas in its sole discretion from time to time.

**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.

**MINIMUM DURATION OF BUSINESS**
Contractor/Dealer attests to having been in business under its current name, in its current city, and has retained all applicable licenses for a minimum of one year.

**CONTRACTOR/DEALER AS PRINCIPAL**
Contractor/Dealer shall retain sole responsibility for any and all services performed or equipment provided pursuant to these Terms and Conditions.

**LIMITATION ON THE UTILIZATION OF SUBCONTRACTOR**
Contractor/Dealer shall not under any circumstances use or permit a subcontractor to perform any services arising out of or requested pursuant to this Referral Program. Contractor/Dealer must perform all of the services requested by a customer under this Referral Program.

**INTENT OF REFERRAL PROGRAM**

* Contractor/Dealer that participates in the Residential Referral Program acknowledges that the intent of the Residential Referral 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 Referral Program.
* Contractor/Dealer that participates in the Commercial Referral Program acknowledges that the intent of the Commercial Referral 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 Referral Program.
* The solicitation by Contractor/Dealer of the sale and installation of any competitive energy-source equipment to Southwest Gas-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 Southwest Gas makes no representations with respect to the number of referrals Contractor/Dealer may receive and that Southwest Gas will provide its customers with contractor/dealer referrals on a rotating basis. As a condition to participation in the Referral Program, Contractor/Dealer agrees to:

* Respond to all customer referral inquiries within twenty-four (24) hours of the initial customer contact;
* Provide free estimates for heating (HVAC) replacements that require a visit to the customer’s premises;
* Initiate and perform customer-requested 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 represents and 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 and certifications are now and shall remain current and in good standing during the term of these Terms and Conditions. Contractor/Dealer shall provide Southwest Gas with a copy of each and every license and certification required.

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

Contractor/Dealer will provide Southwest Gas with Certificate(s) of Insurance evidencing coverage in the specified amounts prior to the commencement of any services under these Terms and Conditions.

Contractor/Dealer will list Southwest Gas Corporation, C/O 3800 Watt Ave., Suite 105 Sacramento, CA 95821, as the certificate holder on the required Certificate(s) of Insurance. The information on the Certificate(s) 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 to Southwest Gas.

Southwest Gas 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 Southwest Gas with new Certificate(s) of Insurance upon renewal date of policy(ies). Upon expiration of the Certificate(s) of Insurance, Southwest Gas will no longer offer referrals to Contractor/Dealer until receipt of the updated certificate(s).

**WORKERS’ COMPENSATION**
Contractor/Dealer must be in compliance with the statutory workers’ compensation requirements of the state(s) where the work is to be performed.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**
Contractor/Dealer must provide and maintain non-owned and hired auto coverage on a combined single-limit (CSL) basis for bodily injury and property damage. The minimum amount of auto coverage required to participate in the Referral Program is as follows:

**Contractor/Dealer participating in the Residential Referral Program:
CSL: $1,000,000**
**Contractor/Dealer participating in the Commercial Referral Program:
CSL: $1,000,000**

**GENERAL LIABILITY INSURANCE**
Contractor/Dealer must provide and maintain 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/Dealer’s services, work and/or work product, including risks associated with 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 Referral Program is as follows:

**Contractor/Dealer participating in the Residential Referral Program:
Each Occurrence - $1,000,000
Personal & Advertising Injury - $1,000,000
General Aggregate - $2,000,000
Products-Completed /Operations Aggregate - $2,000,000**

**Contractor/Dealer participating in the Commercial Referral Program:
Each Occurrence - $1,000,000
Personal & Advertising Injury - $1,000,000
General Aggregate - $2,000,000
Products-Completed/Operations Aggregate - $2,000,000**

Contractor/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 Southwest Gas. Exclusions other than pollution and nuclear must be approved by Southwest Gas on a per item basis.

**PROFESSIONAL LIABILITY INSURANCE (COMMERCIAL ONLY - ENERGY AUDITORS)**
If Contractor/Dealer participates in the Commercial Referral 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.

**NOTICE TO SOUTHWEST GAS**

Contractor/Dealer shall provide Southwest Gas with immediate notification if it no longer maintains any permit, license, certificate, registration, or insurance required under these Terms and Conditions. In addition, Contractor/Dealer must notify Southwest Gas immediately of any changes to Contractor/Dealer information submitted to Southwest Gas during the application process, including without limitation, any change of address or change of ownership or business structure.

**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 customer and 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 Southwest Gas, its affiliates and the respective shareholders, directors, officers, employees, agents and assigns harmless against all claims, liabilities, civil penalties, actions, administrative proceedings, citations, damages, settlements, losses, costs, expenses, demands, and attorney fees, 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, arising out of or relating to Contractor/Dealer’s participation in the Referral Program and/or 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 the Referral 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 fault or negligence of Southwest Gas or its representatives caused or contributed thereto or to Contractor/Dealer’s fraudulent use or misrepresentation of the Referral Program. Nothing herein shall be construed to render Contractor/Dealer liable to indemnify Southwest Gas for the sole negligence or willful misconduct of Southwest Gas.

**INDEPENDENT CONTRACTOR**
Contractor/Dealer’s participation in the Referral Program shall be as an independent contractor/dealer and not as an employee, subcontractor or agent of Southwest Gas. Nothing here in shall be construed as creating an agency, partnership or other form of joint enterprise between Contractor/Dealer and Southwest Gas. Any provisions in these Terms and Conditions that may appear to provide Southwest Gas with the right to supervise or monitor Contractor/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 Southwest Gas for any services associated with or relating to this Referral Program.

**CONDITIONS OF REFERRAL PROGRAM PARTICIPATION**
Contractor/Dealer’s strict compliance with these Terms and Conditions shall be a condition of Contractor/Dealer’s continued eligibility and participation in the Referral Program. The failure to comply with these Terms and Conditions by Contractor/Dealer shall be cause for Southwest Gas to immediately remove Contractor/Dealer as a participant in the Referral Program.

REFERRAL PROGRAM WEBSITE

Contractor/Dealer acknowledges and agrees that the Referral Program website is administered and maintained by a third-party administrator. By agreeing to these Terms and Conditions and accessing the Referral Program website, Contractor/Dealer acknowledges and agrees that it will be leaving the Southwest Gas secure website, and further agrees to all terms of use and privacy policies associated with such third-party website.

**LIMITATIONS**

TO THE FULL EXTENT PROVIDED BY LAW, IN NO EVENT SHALL SOUTHWEST GAS, ITS OFFICERS, DIRECTORS, EMPLOYEES, SERVICE PROVIDERS, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF PROFIT OR REVENUE) ARISING OUT OF (1) CONTRACTOR/DEALER’S PARTICIPATION IN THE REFERRAL PROGRAM; (2) CONTRACTOR/DEALER’S USE OR INABILITY TO USE THE REFERRAL PROGRAM WEBSITE; (3) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF CONTRACTOR/DEALER’S INFORMATION OR CONTENT; (4) CONTENT SUBMITTED, RECEIVED, ACCESSED, TRANSMITTED OR OTHERWISE CONVEYED BY CONTRACTOR/DEALER THROUGH THE REFERRAL PROGRAM; OR (5) ANY OTHER MATTER RELATING TO THE REFERRAL PROGRAM, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, WHETHER OR NOT FORESEEABLE, EVEN IF SOUTHWEST GAS OR A SOUTHWEST GAS AUTHORIZED REPRESENTATIVE HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**SOUTHWEST GAS REFERRAL PROGRAM LOGO USE**
The Southwest Gas trademark logo may be used by Contractor/Dealer that is eligible and participates in the Referral Program as specified in these Terms and Conditions. Southwest Gas reserves all rights with respect to use of the Southwest Gas’ trademark logo, and permission to use the Southwest Gas’ trademark logo may be withdrawn by Southwest Gas at any time and for any reason. Use of Southwest Gas’ trademark logo is subject to the following terms:

* Contractor/Dealer may state that they participate in the Southwest Gas Residential and/or Commercial Referral Program. Contractor/Dealer may not express any implied or explicit endorsement by Southwest Gas, i.e. “Approved by Southwest Gas.”
* No aspect of Southwest Gas trademark logo may be changed by Contractor/Dealer.
* All advertising copy and proposed materials using the Southwest Gas trademark logo must be approved in writing by Southwest Gas prior to use or placement. Only camera-ready advertising or copy will be reviewed. No changes are allowed to the advertising after Southwest Gas 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. Southwest Gas 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, digital (including web), radio and television advertising featuring equipment is required to be approved, certified and listed according to standards set forth by United States accredited testing laboratories.
* If Contractor/Dealer’s advertising includes financing, Contractor/Dealer must include the words: “On Approved Credit,” or “O.A.C., some restrictions apply.”
* Southwest Gas 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 Southwest Gas 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 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 Southwest Gas and Southwest Gas will then advise Contractor/Dealer as to which provision shall prevail.

Southwest Gas 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. Southwest Gas shall have the right to correct any errors or omissions therein when corrections are necessary for the proper completion of the intentions of Southwest Gas. Southwest Gas’ decisions shall be final and conclusive.

**PRIVACY**
Contractor/Dealer owner, president or vice president signature on these Terms and Conditions authorizes Southwest Gas to post Contractor/Dealer’s name, address, phone, fax, e-mail and website on the Southwest Gas website www.swgas.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:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Submit This Application With The Required Attachments To:**

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| --- | --- |
| **REQUIRED ADDITIONAL ATTACHMENTS:*** Business License(s)
* Contractors License
* General Liability, Automobile, and Workers’ Compensation Certificates (Listing Southwest Gas Corporation as certificate holder)
* Signature page of Terms and Conditions
 | **SOUTHWEST GAS CORPORATION**3800 Watt Ave, Suite 105Sacramento, CA 95821(p) (844) 693-3568(f) (888) 773-6773swgcontractorreferral@egia.org |

**\*Notices:** *Contractor/Dealer shall provide Southwest Gas with immediate notification if it no longer maintains any license, certificate, registration or insurance required under these Terms and Conditions. In addition, applicant must notify Southwest Gas immediately of any changes to Contractor/Dealer Information submitted to Southwest Gas during the application process, including without limitation, any change of address or change of ownership or business structure.*