



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 opportunities exist, 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 areas 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 may 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 section; 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 from 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.	_____	_____	_____	_____	_____

Qualified Contractor Terms and Conditions

Southwest Gas is implementing the Nevada Smarter Greener Better Solar Water Heating Program (the Program) to provide qualified customers with rebates to facilitate the installation of qualifying solar thermal equipment. This Contractor Terms and Conditions (Terms and Conditions) set out the terms governing participation as an approved contractor for the Program (Qualified Contractor). By entering into this agreement, the contractor applicant, whose signature is below, is agreeing to comply with and be bound by these terms.

1. Southwest Gas has contracted and authorized Nexant, Inc. (Nexant) to administer the Program including such activities, but not limited to: review, processing, and approval of customer and Qualified Contractor applications; qualifying and training of Qualified Contractors; inspections of customer facilities and collection of project information requests from customers and Qualified Contractors; measurement and verification activities; and issuing of rebate checks
2. Applicants that have not previously been a Qualified Contractor are required to attend an initial one (1) day training session prior to being approved as a Qualified Contractor authorized to support the Program. This training will be held at no charge for participating contractors. Southwest Gas will not reimburse Qualified Contractors for time spent attending any Program training sessions.
3. To be a Qualified Contractor, an applicant must, on an annual basis, submit the following documentation to Southwest Gas:
 - a. A fully completed and signed Contractor Application;
 - b. Proof of the appropriate license issued by the State Contractors' Board;
 - c. Proof of valid workers' compensation insurance if the contractor is required by law to carry such insurance;
 - d. Proof of commercial general liability insurance and business auto insurance; and
 - e. Documentation of all warranties that will apply to solar thermal systems installed by Qualified Contractor.
4. Southwest Gas has the sole right and authority to determine acceptance of Contractor's application and resulting right of participation in the Program. Participation in the Program as a Qualified Contractor is not a guarantee that a Qualified Contractor will receive any customer referrals. Qualified Contractor acknowledges that Southwest Gas' approval of contractor to participate in the Program does not constitute an endorsement of any kind on the part of Southwest Gas or Nexant.
5. Qualified Contractor will aid in the customer rebate application process by accurately answering questions and directing customers 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. Qualified Contractor agrees to be informed and knowledgeable concerning available rebate programs including: qualifying products, rebate amounts, and eligibility requirements.
6. 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, Qualified Contractor shall deliver those designs, drawings, calculations, computer codes, plans, specifications, data, and any and all other information to Southwest Gas, and Qualified Contractor shall preserve all such documentation for a period of three (3) years after the final rebate payment, or longer where required by law.
7. 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.
8. 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. The parties shall not exercise any control or supervision of each other or be responsible for each other in the performance of any service.
9. If at any time Southwest Gas determines that the Qualified Contractor's license is suspended, Southwest Gas will suspend any applications associated with the Qualified Contractor and notify affected customers and the Qualified Contractor of the suspension. Furthermore, Southwest Gas will not confirm any rebate reservations associated with the Qualified 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.
10. The Qualified Contractor will maintain any and all applicable license(s), permits, and insurance coverage(s), and adhere to the requirements to do business within the state of Nevada. Qualified Contractor will also provide Southwest Gas with immediate access to documentation 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.
11. Qualified Contractor and its employees shall represent and warrant that: (a) services performed for a Southwest 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 the customer and in strict accordance with the Program and these Terms and Conditions; (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 a customer the unencumbered ownership of all work product that results from the services.
12. Qualified Contractor represents and warrants that it is eligible and authorized to participate in the Program, and that Qualified Contractor's participation in the Program will not result in the violation or breach by Qualified Contractor of law, Qualified Contractor's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information will be removed from the Program. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Southwest Gas. This section will not limit other remedies that may be available for the filing of a false or fraudulent application.
 13. Southwest Gas, Nexant, and their 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.
 14. SOUTHWEST GAS AND NEXANT MAKE 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, CONDUCTED BY THE QUALIFIED CONTRACTOR.
 15. Qualified Contractor shall not assign, delegate, or subcontract any of the rights, responsibilities, or services arising from this Contractor Application and Terms and Conditions to any individual or entity without first having obtained the written approval of Southwest Gas and only then upon terms and conditions as Southwest Gas may require.
 16. Qualified Contractor shall be fully responsible for all work performed by approved subcontractors including compliance with the plans and specifications (if any), the required quality of the work, the costs of any subcontracted work and to ensure that there is no gap between the work of individual subcontractors in any instance. Qualified Contractor shall be responsible to pay all subcontractors for their respective work on each project. Qualified Contractor shall cause any subcontractor performing services related to this Program to comply with the Program requirements.
 17. Qualified Contractor shall defend, protect, indemnify and hold harmless Southwest Gas, Nexant, and their respective officers, directors, associates, related firms and entities, employees 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 arising out of or incident to, or related in any way to, directly or indirectly, participation in the Program ("Claims"); provided however, 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 intentional misconduct.
 18. To the fullest extent allowed by law, Southwest Gas and Nexant's total liability, regardless of the number of claims, is limited to paying approved rebates in accordance with Program terms and conditions, and Southwest Gas, Nexant and their respective officers, directors, employees and agents shall not be liable to Qualified Contractor or any other party for any other obligation. Notwithstanding anything in these Terms and Conditions to the contrary, neither Nexant nor Southwest Gas shall be liable to Qualified Contractor, its employees, agents, or subcontractors for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance, or punitive, including without limitation lost profits or interruption of business, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind, arising out of the Program, the services or related to this Contractor Application and Terms and Conditions, even if advised of the possibility of such damages.
 19. 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.
 20. Southwest Gas reserves the right to change or cancel the Program or its terms and conditions at any time. If the Qualified Contractor desires to discontinue its participation in the 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 the Qualified Contractor's status in the Program for any reason, including, without limitation, if the Qualified Contractor fails to comply with any Program rules, guidelines or these Terms and Conditions; 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.

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 Contractor Application and the terms stated in the Nevada Smarter Greener Better Solar Water Heating Program Rebate Application 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; and
As the Contractor Representative, I have the authority to bind the Qualified Contractor to these terms.

Contractor Business Name
Contractor Representative 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