



# Arizona *Smarter Greener Better*<sup>®</sup> Solar Water Heating Program

## Qualified Contractor Application

**Important:** The Southwest Gas Arizona *Smarter Greener Better* Solar Water Heating Program (the “Program”) provides valuable marketing resources, 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 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 Program, such as advertising, newsletters, manufacturer promotions, training and/or seminars.

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 Program website.

Business name: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Our company is: (check all that apply):     Equipment Distributor     Equipment Vendor     Equipment Installer

Other \_\_\_\_\_

Applying to Support: (check all that apply):     Residential Systems     Commercial Systems

### Business Information

Please complete the following questions pertaining to your business.

License Classification: _____	License Number: _____	Expiration Date: _____
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Other Applicable Licenses Classifications/Numbers: \_\_\_\_\_

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 can offer service.

- Southwest Arizona** (Yuma, Somerton, Ajo, Arizona City, Casa Grande, Coolidge, Eloy, Florence, Gila Bend, Maricopa)
- Western Arizona** (Parker, Topock, Fort Mohave, Bullhead City, Golden Shores, Mohave Valley)
- Central Arizona** (Aguila, Apache Junction, Arlington, Avondale, Buckeye, Carefree, Cave Creek, Chandler, Chandler Height, El Mirage, Fountain Hills, Gilbert, Glendale, Goodyear, Guadalupe, Harquahala, Higley, Laveen, Litchfield, Luck AFB, Mesa, Morristown, North Florence, Paradise Valley, Peoria, Phoenix, Queen Creek, Salome, Salt River Res., Scottsdale, Sun City, Sun City West, Sun Lakes, Surprise, Tempe, Tolleson, Tonopah, Waddell, Wenden, Wickenburg, Williams AFB, Wittman, Youngtown)
- Tucson Area** (Catalina, Green Valley, Marana, Oro Valley, Sahuarita, Vail, Claypool, Clifton, Globe, Morenci, San Manuel, Superior)
- Southeast Arizona** (Benson, Bisbee, Douglas, Hereford, Huachuca City, Oracle, San Simone, Sierra Vista, Pearce, Willcox)

**References**

Please list customer and trade references that can be contacted as part of the application review process. If applying to be a residential Qualified Contractor please complete the residential reference 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 Application Terms and Conditions**

This Qualified Contractor Application Terms and Conditions ("Terms and Conditions") sets out the terms governing approved contractors ("Qualified Contractors") participating in Southwest Gas' Arizona *Smarter Greener Better* Solar Water Heating Program (the "Program"). By entering into this agreement, the applicant, whose signature is below ("Applicant" or "Qualified Contractor"), is agreeing to comply with and be bound by these Terms and Conditions.

1. To become a Qualified Contractor, Applicants must annually satisfy the following requirements to Southwest Gas:
  - a. Submit a Qualified Contractor Application.
  - b. Provide proof of the appropriate license(s) to install eligible solar thermal systems in the state of Arizona.
  - c. Provide proof of valid workers' compensation insurance if the applicant is required by law to carry such insurance.
  - d. Provide proof of commercial general liability insurance and business auto insurance.
2. Southwest Gas has contracted and authorized Nexant, Inc. to administer the Program which activities shall include, without limitation: the review, processing, and approval of customer and Qualified Contractor applications; qualifying and training of Qualified Contractors; inspecting customer facilities; processing project information requests from customers and Qualified Contractors; measurement and verification activities; and issuing of rebate checks
3. Applicants are required to attend a Southwest Gas training session prior to being approved as a Qualified Contractor. This training will be held at no charge for applicants. Southwest Gas will not reimburse applicants for time spent attending the training sessions.
4. Southwest Gas has the sole right and authority to determine acceptance of Qualified Contractor Applications and the right of participation as a Qualified Contractor in the Program. Approval and participation as a Qualified Contractor does not guarantee applicants will receive any referrals.
5. Qualified Contractor shall 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 customers about the availability of rebates or misrepresent its role in the rebate award process. Only Southwest Gas, in its sole discretion, can approve Program rebates for a customer.
6. Qualified Contractor, at its own expense, shall maintain any and all applicable license(s), permits, and insurance coverage(s), and adhere to the requirements to do business within the state of Arizona. Qualified Contractor shall upon request provide Southwest Gas with documentation verifying such compliance, including but not limited to, appropriate liability insurance certificates, and current permits, licensure, or certification information. Qualified Contractor shall install solar thermal equipment in accordance with applicable statutes, regulations, ordinances, codes, and accepted industry standards. Qualified Contractor shall 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 shall 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 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 Qualified Contractor nor any Qualified Contractor employee(s) 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 shall not exercise any control or supervision of each other or be responsible for each other in the performance of any service.
9. 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, all such designs, drawings, calculations, computer codes, plans, specifications, data, and any and all other information will be delivered 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.
10. In reviewing a Qualified Contractor Application, Southwest Gas or its agent will verify that the contractor's license issued by the Arizona Registrar of Contractors is valid and active. If at any time Southwest Gas determines that the Qualified Contractor's license(s) is revoked, suspended, expired, cancelled, withdrawn or inactive, 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 or approve any rebate payments for a solar thermal system associated with the Qualified Contractor unless the solar thermal system was operational before the revocation, suspension, expiration, cancellation, withdrawal or inactivation of the license. If the solar thermal system has not been installed, the customer may hire a new Qualified Contractor without losing any approved rebate reservations.
11. Qualified Contractor and its employees shall represent and warrant that: (a) the services performed for customers under 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 Qualified Contractor Application; (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

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- 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 customers 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 subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Southwest Gas. Any Qualified Contractor found to be engaged in any fraudulent activity or misrepresentation of any kind will be removed from the Program. This section will not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
  13. Southwest Gas, Nexant, Inc., and their agents and subcontractors 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, INC. MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR 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.
  15. Qualified Contractor shall not assign any of the rights or responsibilities arising from this Qualified Contractor Application to any individual or entity without first having obtained the written approval of Southwest Gas.
  16. Qualified Contractor shall 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. 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, 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, Qualified Contractor's participation in the Program; provided however, that Qualified Contractor shall not be required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by such Indemnified Party's gross negligence or intentional misconduct.
  18. To the fullest extent allowed by law, Southwest Gas and Nexant Inc.'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, Inc., and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, and agents shall not be liable to Qualified Contractor or any other party for any other obligation.
  19. Notwithstanding anything in these Terms and Conditions to the contrary, Southwest Gas, Nexant, Inc., and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, and agents shall not 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 Qualified Contractor Application, even if advised of the possibility of such damages.
  20. The terms of this Qualified Contractor Application shall be governed by and construed in accordance with the laws of the State of Arizona. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Qualified Contractor Application will be Maricopa County, Arizona.
  21. The terms set forth herein constitute a complete statement of the Terms and Conditions applicable to the Program, and supersede all prior representations or understandings, whether written or oral.
  22. 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 Applicant represents, warrants, acknowledges and agrees that:

- Applicant has read and understood all Terms and Conditions of this application and the terms stated in the Arizona *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 Applicant is true and correct and applicant will notify Southwest Gas immediately of any changes;
- Signatory has the authority to bind Applicant to these terms.

Name of Applicant \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Submittal Instructions**

Please attach the following to your application:

- 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 Arizona *Smarter Greener Better* Solar Water Heating Program  
3100 West Ray Road, Ste 230  
Chandler, AZ 85226  
Fax: 480-345-7601  
Email: [solarwaterheating@swgas.com](mailto:solarwaterheating@swgas.com)