

# The Gas Advantage Partner Program Agreement

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Piedmont Natural Gas Company, Inc. ("Piedmont" or "Company") and

\_\_\_\_\_.

Piedmont offers area natural gas appliance dealers, HVAC contractors and plumbing contractors ("Dealer" or "Contractor" or "Gas Advantage Partner") the opportunity to participate in a program that provides sales promotional benefits to those who sell and install natural gas water heaters, natural gas heating systems and other natural gas appliances ("Gas Advantage Partner Program" or "Program"). The Gas Advantage Partner Program is subject to discontinuance or modification by Piedmont at any time in Piedmont's sole discretion.

To become and remain a participant in the Program (as a "Gas Advantage Partner"), a Dealer or Contractor must comply with the terms and conditions contained in this Agreement.

1. Qualifications. In order to be designated a Gas Advantage Partner in the Program, a Dealer or Contractor must:

- A. Be an independent and licensed HVAC, plumbing, or mechanical contractor or a licensed dealer of natural gas appliances.
- B. Have a minimum of five (5) years' experience as an HVAC and/or plumbing company in Piedmont's service territory or be a licensed dealer of natural gas appliances. Contractor shall not have any unresolved complaints on file with any state licensing board.
- C. Have employees who are North American Technician Excellence (NATE) certified.
- D. Secure a full background (including criminal) check of all of its employees performing work hereunder and thoroughly and fully check all personal and professional references of all of its employees performing work hereunder. Contractor represents that all employees performing work hereunder have been cleared by a substance abuse (for both drugs and alcohol) test prior to performing any work.

2. Gas Advantage Partner Customer Service Obligations

Gas Advantage Partner shall:

- A. Perform all work in a reasonable and workmanlike manner and in compliance with (i) all applicable Federal, State (including all licensing requirements), local and municipal laws, codes, rules and regulations and (ii) those current standards of diligence and skill ordinarily

used by highly experienced and qualified professionals performing the same or similar services under similar circumstances.

- B. Install natural gas equipment and/or natural gas appliances according to manufacturer's guidelines, using qualified installers and in compliance with all applicable industry codes and standards.
  - C. Use natural gas equipment and/or appliances of the highest quality that is third party certified.
  - D. Maintain an email address, local telephone number, and have a receptionist or professional telephone answering service at its main business number.
  - E. When bidding on installations, provide a written proposal to customers within five (5) business days of appointment that includes all relevant cost including but not limited to permit cost, electrical costs, and cost of disassembly and equipment removal.
  - F. If a new service is requested, provide support to the assigned Piedmont Sales Representative.
  - G. Inform customer if the equipment being purchased qualifies for any rebates, tax credits, financing or other incentives. Contractor will provide customer any necessary forms for rebates, tax credits and other incentives.
  - H. Timely resolve customer complaints.
  - I. Contact customer within twenty-four (24) hours of receiving referral from Piedmont.
  - J. Call customer at least twenty-four (24) hours prior to appointment arrival.
  - K. Secure all necessary permits.
  - L. Size and install all equipment in compliance with local codes, industry standards and manufacturer guidelines. Sizing and code requirements should be reviewed with the customers at the time of appointment.
  - M. Maintain an overall satisfaction customer rating upon periodic surveys conducted by Piedmont.
  - N. Provide monthly reports detailing the results of referrals to Piedmont.
  - O. Promote and practice safety in and around customer homes and businesses.
3. Benefits to Gas Advantage Partners. Piedmont provides Gas Advantage Partners with the following benefits:
- A. **Lead Generation.** The Gas Advantage Partner's name will be included on all lists of Program participants (including without limitation on Piedmont's website) provided by

Piedmont to Customers seeking gas appliance dealers and/or contractors. Only Gas Advantage Partners will be included in such lists of Program participants. .

- B. Training Assistance. Through the Program, contractors, plumbers, dealers and/or industry related affiliates may be provided, at Piedmont's discretion, industry related training that will assist them in selling and installing natural gas equipment more effectively.
- C. Customer Financing. Gas Advantage Partners may refer their natural gas appliance customers to Piedmont to obtain financing of the net purchase price through Piedmont's financing program ("Piedmont's Financing Program") on the terms and conditions of the Piedmont Financing Program in effect at the time of the customer's application. This provision only provides Gas Advantage Partners' customers with the eligibility to apply for financing with Piedmont's Financing Program, and nothing contained in this Agreement is a guarantee that any such customer will qualify for financing by Piedmont nor otherwise obligate Piedmont to provide such financing.
- i. Gas Advantage Partner's customers shall be eligible to apply for financing through Piedmont for natural gas equipment and installation, either replacing existing natural gas equipment and or converting from another fuel source.
  - ii. A Gas Advantage Partner customer applying for financing through Piedmont's Financing Program must comply with all terms and conditions of that Program.
  - iii. In order for a Gas Advantage Partner's customer to apply for financing through Piedmont's Financing Program, the Gas Advantage Partner must:
    - a. Submit a complete estimate for the sale or installation of natural gas equipment prior to such sale or installation
    - b. Provide make, model, serial numbers and eligible equipment type(s)
    - c. Meet all state and local codes and standards for the installation
    - d. Final invoice and Customer Satisfaction Statement must be received prior to payment processing
    - e. All required documents must be provided to Piedmont within three (3) business days of completion of the work. Piedmont shall have the right but not the obligation, within a reasonable period after notification by the Gas Advantage Partner, to inspect the premises on which the work was performed. If any deficiencies, whether due to faulty workmanship or failures of materials are discovered, the Gas Advantage Partner shall be required to correct and repair such work to Piedmont's and/or the customer's satisfaction.

- f. Enroll in the ACH (Automated Clearing House) payment process in order to receive payment.
  - g. Upon completion of a job to Piedmont's and the customers satisfaction, payment will be directly deposited to the Gas Advantage Partner's specified bank account following ACH requirements within thirty days of completion of the sale or installation and connection of natural gas supply by Piedmont
- iv. The Gas Advantage Partner agrees that unless it is specifically requested by Piedmont to do otherwise, it will not file or permit to be filed, any lien for labor and materials against any premise or funds for which Piedmont's Financing Program has provided financing. If it does file or does permit to be filed any such lien in contravention of this Agreement, Piedmont, without prejudice to any other rights it may have under the Agreement, may take such action, at its option, as may be necessary or advisable to remove such lien. The Gas Advantage Partner shall forthwith reimburse Piedmont for all expenses, including attorneys' fees, incurred in this regard.

If the Gas Advantage Partner fails for any reason to pay all claims or charges of any kind related to the Agreements, Piedmont will have the right to pay such claims and shall have the right to further deduct the amounts of such payments from any monies, whether relating to the Agreements or not, which shall be owing by Piedmont to the Gas Advantage Partner.

- v. The Gas Advantage Partner shall be required to repair or correct to Piedmont's and /or the customer's satisfaction any faulty workmanship or failures in materials furnished by the Gas Advantage Partner or his installer which may appear within one (1) year after any acceptance by a customer of the work performed under a Customer Agreement. All repairs and corrections shall be at the sole expense of the Gas Advantage Partner and may be inspected by Piedmont. Any inspection by Piedmont whether made after the completion of the initial work or after any repairs shall not affect or be considered in any manner a waiver of the obligation of the Gas Advantage Partner to correct and repair.

4. Term and Termination. The term of this Agreement shall be one year from the date set forth above, and shall renew from year to year until terminated in writing by either party. This Agreement may be terminated at any time by either party, with or without cause. Upon termination of this Agreement, Piedmont shall be under no further obligation to accept further applications for financing through Piedmont's Financing Program. Piedmont shall be obligated to pay the Gas Advantage Partner any monies due on any work accepted and approved for financing prior to the date of termination.

5. Independent Contractor. The Gas Advantage Partner is performing the work hereunder as an independent business and is not an employee, agent or servant of Piedmont. The Gas Advantage Partner reserves the right to control its employees and representatives and is responsible for the actions of its employees and representatives regarding their work and activities in relation to the requirements of the Agreements. The Gas Advantage Partner shall not represent in any manner that it is an agent of Piedmont or associated or affiliated with Piedmont in any capacity other than as an independent Gas Advantage Partner. More specifically, the Gas Advantage Partner is not authorized to use any

trademarks, trade names, symbols, designs or the like that Piedmont owns, except the Gas Advantage Home, Gas Advantage Contractor or Gas Advantage Dealer logos.

**6. Indemnity.** The Gas Advantage Partner agrees to indemnify and to save and hold harmless Piedmont against all liability, costs and attorney fees from any damage to property or injury or death of any person or persons arising out of, or in any way connected with, or resulting from the work to be performed hereunder or any Customer Agreement transferred hereunder, including but not limited to, liability arising out of, or in any way connected with, or resulting from the acts, negligence or alleged negligence of the Gas Advantage Partner, its agents or employees in connection with the work to be performed as a Gas Advantage Partner.

**7. Liability Insurance.** The Gas Advantage Partner shall at all times, and at their sole expense, maintain the following insurance:

<b>SCHEDULE OF LIABILITY INSURANCE REQUIREMENTS FOR CONTRACTORS AND ANY SUBCONTRACTORS</b>				
	Bodily Injury		Property Damage	Aggregate Limits
COVERAGE	Each Person	Each Occurrence	Each Accident	
Comprehensive or Commercial General*	\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000
Automobile	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Workers' Compensation	Statutory limits of State in which Work is to be performed			

**8. Nature of the Agreement.** This Agreement constitutes the sole agreement between the parties concerning the subject matter herein. The Gas Advantage Partner may not assign the Agreement without the express written consent of Piedmont, and the terms of this Agreement shall be binding upon any permitted assignee of the Gas Advantage Partner.

**9. Governing Law.** This Agreement shall be governed under the laws of the state where the Gas Advantage Partner's customer is located.

**10. Subcontractors.** Contractor may not subcontract material portions of the work without the prior written approval of Piedmont.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

**[COMPANY NAME OF GAS ADVANTAGE PARTNER]**

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PIEDMONT NATURAL GAS COMPANY, INC.**

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_