



## Income-Based Conversion Program Contractor Installation Agreement

Quote for conversion work must be submitted with this agreement for approval by National Fuel.

### Contractor Information

Company Name

Company Address City State Zip Code

Primary Company Contact Name, Title Primary Contact Telephone #

Primary Contact E-mail address Primary Contact Fax #

### Installation Information

Installation Address City State Zip Code

Homeowner Name Tenant Name (If applicable)

### Independent Contractor Please initial statement confirming acknowledgement

Contractor is an independent contractor and not an employee of National Fuel. The Contractor and any of its agents shall not hold themselves out to be employees or agents of National Fuel. They are not authorized or empowered to make any contract, agreement, warranty, or representation on behalf of or to obligate or bind National Fuel as to third parties in any manner whatsoever. Contractor agrees to indemnify, defend and hold harmless National Fuel from and against any and all losses, expenses (including, but not limited to, payroll and income taxes, and attorneys' fees), damages, claims, suits, demands, judgments, and causes of action of any nature arising from or as a result of any work performed under the natural gas conversion program or misrepresentation made to the applicant, property owner or National Fuel. \_\_\_\_\_ (Initials Required)

### Agreement and Signature

By my signature below, I hereby warrant and represent that (i) I am duly authorized to submit this Application on behalf of the Applicant; (ii) the information provided in this Application, the Certificate of Insurance and any other related documents delivered to National Fuel, is true, accurate and complete; (iii) I have read this Application in its entirety; and (iv) I understand and accept the Terms and Conditions contained in this Agreement. I further understand and accept that the approval or rejection of the Application is in the sole discretion of National Fuel.

Printed Name Title Signature Date



## Terms and Conditions

1. To be an eligible contractor for the Natural Gas Conversion Program for Low to Moderate Income Customers (“Program”), I have completed the Contractor Participation Agreement. I will coordinate with the homeowner listed above to complete the conversion at the address listed above, as proposed in the approved scope of work.
2. I understand that my customer must complete Program Application and be deemed income eligible. I have either i.) referred my customer to the Program, ii.) been selected by my customer, or iii.) been selected by the Program Administrator to complete the conversion.
3. I understand that I must provide the Program Administrator with a Quote and Scope of Work (“Work Scope”) before I begin the conversion work. The Work Scope must be approved prior to the start of the work. I understand that any work completed before the approval from National Fuel will not be eligible for any grant proceeds.
4. I understand that National Fuel reserves the right to reject any project proposal.
5. I understand that projects are reviewed on a case-by-case basis. Maximum grants are approved up to \$6,000. Grant is limited to only the approved Work Scope; National Fuel is not responsible for any other item, cost or expense. Any project costs that are greater than market-based will not be approved. If customer is a renter, I understand that the \$6,000 grant total is after the required 25% owner contribution. Where both a qualified tenant and qualified resident owner (e.g., a duplex residence with separate heating systems), a maximum grant of \$12,000 may be permitted.
6. I have reviewed the Program Approval Process provided with the Contractor Participation Agreement and understand that the grant will be paid directly to me within one month after the successful post installation visit by National Fuel.
7. I understand that I must have all licensing requirements of the jurisdiction in which the installation will take place in.
8. I understand that if my customer is a renter, the Income Property Owner Gas Conversion Agreement must be completed and received by National Fuel prior to submitting this agreement. I understand that the total eligible grant is typically capped at a maximum of \$6,000, after application of the required 25% owner contribution, unless the owner is income eligible and resides at the property.
9. I agree that the selection of qualifying product(s), selection of manufacturer, dealer, supplier and/or installer, and purchase, installation and ownership/maintenance of the qualifying material, equipment and product(s) referenced in this Application are my sole responsibility, and that my manufacturer, dealer, supplier or installer of these materials, equipment and products is not an agent or representative of National Fuel. I understand that National Fuel makes no representations regarding manufacturers, dealers, contractors, materials, equipment, products or workmanship. I ALSO UNDERSTAND THAT NATIONAL FUEL MAKES NO WARRANTY WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE MATERIALS, EQUIPMENT, AND PRODUCTS. I agree that National Fuel has no liability whatsoever concerning (1) the quality, safety and/or installation of the materials, equipment or products, including their fitness for any purpose, (2) the estimated energy savings of the equipment or products, (3) the workmanship of any third parties, (4) the installation or use of the materials, equipment or products including, but not limited to, effects on indoor pollutants, or (5) any other matter with respect to the National Fuel Natural Gas Conversion Program for Low to Moderate Income (LMI) Customers. I waive any and all claims against National Fuel, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of National Fuel in connection with my application for a grant under the National Fuel Natural Gas Conversion Program for Low to Moderate Income (LMI) Customers. Without limiting the generality of the foregoing, none of the above stated parties shall be liable hereunder for any type of damages, whether direct, indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
10. In no event are National Fuel or the Program Administrator responsible or liable for damages, injury or liability arising out of the conversion or performance under the Agreement, or for any amounts owed to Contractor by customer and/or owner.
11. I understand that National Fuel is not responsible for items lost or destroyed in mail or transit.