

**SOUTHERN NEVADA WATER AUTHORITY
WATER SMART CONTRACTOR PROGRAM
AGREEMENT**

This agreement confirms that _____ (“Contractor”) intends to participate in the Southern Nevada Water Authority (“SNWA”) Water Smart Contractor Program (“Program”). This Program provides a referral list of qualified plumber contractors to properties within SNWA member-agency jurisdictions (Las Vegas Valley Water District, City of North Las Vegas, City of Henderson, City of Boulder City, City of Las Vegas, and Big Bend/Laughlin), to assist customers of SNWA in addressing plumbing issues associated with leaks.

Water Smart Contractor Program Requirements

SNWA will:

- 1) At no cost to the Contractor, SNWA will provide promotional and advertising support of the Water Smart Plumber Program through mediums such as, but not limited to, SNWA’s website, newsletters, news releases, vehicles decals, new homebuilder packets, and collateral materials for Contractors to promote participation in the Program.
- 2) At no cost to the Contractor, SNWA will provide a single required initial training to the Contractor and/or designee. The training content will be determined by SNWA.
- 3) At no cost to the Contractor, SNWA will provide a required annual renewal training to the Contractor and/or designee. The renewal training content will be determined by SNWA.
- 4) SNWA will not provide the Contractor customer information of any of SNWA’s member agencies for the purpose of solicitation or advertisement.
- 5) At SNWA’s discretion, SNWA may solicit, collect, and publicize comments, ratings or other assessments of the Contractor’s performance from clients of participating contractors.

The Contractor will:

- 1) The Contractor will provide Authority proof of all necessary licenses, certifications, and permits to meet state and federal requirements for all staff responsible for the work to be conducted. This includes verification that all employed plumbers are licensed plumbers in the state of Nevada.
- 2) For the duration of this agreement, Contractor shall be in good standing with the Nevada State Contractor's Board and not have any disciplinary actions imposed by the NSCB five years prior to execution of this agreement.
- 3) Contractor shall demonstrate capability and financial resources to provide the goods or services described to customers. Financial Stability is demonstrated by possessing a Nevada contractor's license for not less than five years.
- 4) All work performed must comply with plumbing codes from the respective jurisdictions served by the Authority and all other codes where applicable.
- 6) Contractor will obtain all required permits to perform the necessary work.
- 7) Contractor will communicate with customers within 24 hours of an inquiry.
- 8) Contractor will provide a one-year warranty on work performed.
- 9) Contractor agrees to subscribe to and comply with mandatory training required by the Authority. This training typically involves initial training of not more than eight (8) hours. Annual refresher courses may be required to sustain this agreement. The Authority reserves the right to modify training and qualifications with 30 days' or greater notice to affected contractors.
- 10) Be solely responsible for the resolution of all disputes between customer and Contractor. Failure to resolve disputes may result in termination of this agreement.
- 11) Upon termination of this agreement by either party, Contractor must immediately cease and desist use of the Water Smart Plumber Program name, logo and materials in Contractor's advertisements or promotional efforts.



SOUTHERN NEVADA WATER AUTHORITY^c

I _____, acting on my own behalf or as an authorized agent for _____ (“Contractor”) confirm that all representations and statements made by me in this agreement are true and accurate to the best of my knowledge. I further verify that I understand and will adhere to the Water Smart Contractor Program Requirements.

SNWA may terminate this agreement at any time if Contractor violates the terms of the Water Smart Contractor Program Requirements. Contractor or SNWA may terminate this agreement with or without cause, upon 5-days' written notice. The Contractor may not assign nor delegate any portion of this Agreement to a third party. Contractor agrees to indemnify, defend, and hold SNWA, its officers and employees harmless from any and all claims, demands, liens, actions, damages, costs, expenses, and attorney’s fees based upon or arising out Contractor’s negligent acts or omissions during the agreement’s term. This agreement shall commence at the time of execution of the Agreement. This agreement constitutes the parties’ entire understanding as to the Water Smart Contractor Program Agreement set forth above, and there are no other agreements, understandings, or restrictions among the parties other than those set forth herein.

Agreed to and acknowledged by:

Company Name: _____

Owner’s Name: _____

Designee’s Name: _____

License Type and #: _____

SNWA representative: _____

Signature: _____ Date: _____



Exhibit 1

Water Smart Plumber Requirements
Effective May 1, 2023 and documented on SNWA.com

Any future program changes to the list below will be made via SNWA.com.

1. All work performed to a contract will comply with applicable laws, codes and permit requirements in effect at the time of service.
2. Contractor will charge customers an hourly rate not to exceed \$130.
3. Contractor will not charge based on a flat project amount.
4. Contractor will provide a one-year warranty on work performed.
5. Contractor will provide a written bid prior to repair work being started.
6. Participating Contractors will be prohibited from upselling during the process of fixing the leak. Pitching repairs or services after the leak service is complete is acceptable.

Agreed to and acknowledged by:

Owner Initialed _____ Date: _____