

Participating Vendor Agreement

This Agreement is entered into and effective as of the ____ day of _____ 20__ signature date of this agreement ("Effective Date") between Columbia Gas of Virginia (the "Company"), and _____ the ("Vendor"). In consideration of the mutual benefits to be derived from the Vendor's participation in the Company's Trade Ally Program and/or other programs which the Company may, from time to time, sponsor (collectively, "Program"), and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Vendor agree as follows:

- Vendor _____
- Contact Person _____
- Address _____
- City _____ State _____ Zip _____
- Telephone _____ E-mail _____

Vendor's participation in any current or future Program shall be governed by the terms of this Agreement.

I. VENDOR WARRANTIES, REPRESENTATIONS AND COVENANTS

- (a) The Vendor, its subcontractors, representatives and agents are trained and qualified to perform and shall perform Services ("Services" hereinafter means all services, including, but not limited to, activities relating to the marketing and/or sale of gas equipment, performed by the Vendor or its subcontractors, representatives or agents to the extent related to any existing or future Company Program) related to any Program in accordance with the requirements of such Program and highest professional and ethical standards and shall use the utmost professionalism and integrity when dealing with customers;
- (b) The Vendor and its subcontractors, representatives and agents in their performance hereunder shall at all times comply with all current and future, applicable laws, licensing and permitting requirements, ordinances, codes, rules, regulations and orders and perform all Services under any Program in a proper manner and in accordance with industry norms and practices and in accordance with manufacturer's specifications and instructions;
- (c) The Vendor and its subcontractors, representatives and agents shall obtain, pay for, possess and post all licenses and permits necessary to perform Services;
- (d) Any Services performed by the Vendor, its subcontractors, representatives or agents which violate any applicable law, licensing or permitting requirement, ordinance, code, rule, regulation, or industry norm or practice shall be promptly remedied by Vendor at no cost to the Company or the customer;
- (e) Vendor is responsible for maintaining its own place of business in Virginia.
- (f) Any fees, fines, penalties or damages which result from or relate to the Vendor's or its subcontractors', representatives' or agents' performance of Services or failure to perform in accordance with the provisions of this Agreement will be promptly paid in full by Vendor without liability to the Company or customer;
- (g) Vendor, its subcontractors, representatives and agents shall purchase and maintain a minimum of: (i) \$1,000,000 (one million dollars) of general commercial liability (including completed operations and contractual liability) insurance per occurrence, such policy shall be an Occurrence Type (versus claims-made) policy; (ii) a \$1,000,000 (one million dollar) general liability umbrella/excess policy; (iii) \$300,000 (three hundred thousand dollars) of general automobile liability insurance on any vehicles used to provide Service; and (iv) statutory Workers' Compensation insurance. Within 10 days hereof, the Vendor shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. Vendor shall maintain such required insurance coverage for at least three (3) years from the termination or expiration of this Agreement. Every contract of insurance providing the coverage required in this provision shall contain the following or equivalent clause: "No reduction, cancellation or expiration of the policy shall be effective until thirty (30) days from the date written notice thereof is actually received by Columbia Gas of Virginia." Upon receipt of any notice of reduction, cancellation or expiration, the Vendor shall immediately notify the Company. The Company shall be named as an additional insured on the policies (other than Workers' Compensation) described above. The Company shall be promptly notified of any claims relating to the Services performed under any Program.
- (h) Vendor warrants and covenants that the Vendor biographical information set out in Appendix A is true, complete and correct.
- (i) Vendor shall work to promptly resolve all customer complaints regarding Services and take corrective action as may be reasonable.

(j) Vendor shall honor the terms of any warranty on the product(s) Service(s) provided to customer throughout the warranty period.

(k) Vendor shall be fully responsible for the safekeeping of any customer property if such property is in the possession or control of the Vendor, its subcontractors, representatives or agents.

(l) Vendor is not entitled to use the Company's name, logo, forms, contracts or advertisements without the Company's express prior written permission. Vendor is not permitted to directly or indirectly link to Company's or its affiliates' website(s). Vendor shall adhere to guidelines/procedures on the proper use of any forms, contracts, logos or advertisements supplied by Company, if any, relating to any Program offering.

(m) Vendor agrees that any representations or warranties extended by it, its subcontractors, representatives or agents to any customer shall be its sole responsibility.

II. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor agrees to indemnify, defend and hold harmless the Company and its agents, employees and affiliates against any and all liability, suits, damages, claims and costs, including, but not limited to, reasonable attorneys' fees, arising in whole or in part, from the actions or inactions (including, but not limited to, any breach of this Agreement) by the Vendor or its officers, agents, employees subcontractors or representatives. Vendor's obligation to indemnify, defend and hold harmless shall survive the termination or expiration of this Agreement. In the event that the Vendor enters into an agreement with subcontractors, representatives or agents (or otherwise retains a subcontractor or representative or agent) the agreement with each subcontractor, representative or agent must (i) as set out above, provide for the indemnification, defense and release of the Company, its agents, employees and affiliates to the fullest extent permitted by law, and (ii) bind the subcontractor, representative or agent to the terms and conditions of this Agreement. Even if an agent or subcontractor or representative performs Services, the Company shall have, to the fullest extent permitted by law, full recourse against the Vendor for any subcontractor, representative or agent breach or required indemnification, defense or release.

III. INDEPENDENT CONTRACTOR

The Vendor and all of its employees, officers, subcontractors, representatives and agents shall furnish Services under any Program as independent contractors and not as an employee or agent of the Company. Vendor, its subcontractors, representatives and agents have no power or authority to act for, represent or bind the Company in any manner.

IV. TERM/TERMINATION

This Agreement shall be effective as of the Effective Date and shall terminate on December 31, 2012. Vendor agrees that the Company shall have the sole discretion with regard to: (i) Vendor admittance into any Program and; (ii) termination of participation therein (and all associated benefits) upon providing Vendor with written notice as Company may elect without further recourse by Vendor or liability of the Company. Upon providing the Vendor notice, Company reserves the right to modify or terminate a Program or this Agreement to whatever extent it may deem appropriate at any time without further recourse by the Vendor or liability of the Company. During the term of this Agreement, Vendor shall provide to the Company satisfactory evidence that it continues to be fully licensed and insured, consistent with the terms of this Agreement. In addition, Vendor shall provide to the Company satisfactory evidence that it continues to be fully licensed and insured, consistent with the terms of this Agreement within fifteen (15) days of any request by the Company for any such evidence.

V. OTHER PROVISIONS

Vendor hereby authorizes the Company at anytime during the term of this Agreement to obtain Vendor's complete credit histories and reviews. Without limiting the Company's rights under Section IV, the parties agree that this Agreement may only be amended by a written instrument signed by an authorized representative of the Vendor and the Company. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Virginia. The courts of Virginia shall have exclusive jurisdiction to hear any dispute or controversy concerning or arising from this Agreement. In the event of any litigation resulting herefrom, if the Company is the prevailing party, it shall be entitled to reasonable attorneys' fees and costs.

This document constitutes the entire Agreement between the Company and the Vendor concerning the subject matter hereof. Appendices A & B and any documents referenced herein are an integral part of this Agreement. This Agreement replaces any previous agreements between the Company and Vendor with regard to any Program; provided, however, each of the party's obligations with respect to any Services/work undertaken prior to the date hereof shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures which the Company and Vendor agree shall be as binding as original signatures.

This Agreement shall not be interpreted either more or less favorably toward any party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof. Captions and headings are for convenience only and shall not affect the interpretation hereof.

No assignment or delegation of this Agreement shall be valid without the prior written consent of the Company and the Vendor; however, the Company may assign this Agreement to any of its corporate affiliates without Vendor's consent.

Waiver by the Company or the Vendor, in any one or more instances, of any term, condition, or provision of this Agreement shall not be considered a waiver of such provision(s) in the future or any other term, condition, or provision.

IN WITNESS WHERE OF, the parties have executed this Agreement as a contract under seal, by and through their respective duly authorized representatives, as of the effective date first above written.

Vendor

BY: _____
ITS: _____
FEIN#: _____

Columbia Gas of Virginia

BY: _____
ITS: _____

APPENDIX A

List the products(s)/service(s) you provide: _____

How many years have you been in business? _____

Check the type of customer(s) you serve: Residential Commercial Both Residential & Commercial

List number of: lawsuits, Better Business Bureau complaints or attorney general inquiries within the last five (5) years related to your business: _____

Number of these matters still pending: _____

Result of each suit, complaint or inquiry (attach separate sheet, if needed): _____

List the types of license(s) you hold, applicable license number(s) and the state(s) in which you hold them:

Have you ever had a license revoked or suspended: Yes No

What is the current status of all licenses from this and other states? _____

APPENDIX B – Current Company Program

1. Upon request a list of Vendors will be provided to customers who contact the Company with such request;
2. Vendor's name and telephone number may be listed on a brochure that is mailed to customers who request a listing of Vendors who provide natural gas equipment ; and
3. Vendor's name and telephone number may be included in a listing of Vendors who provide natural gas equipment on the Company's website.