

New Jersey's Clean Energy Program™ (NJCEP) Solar Domestic Water Heater Vendor Agreement



Vendor expressly acknowledges and agrees that Vendor's inclusion on a list of businesses that provide hardware for or perform installation and maintenance services on NJCEP-qualified clean energy generation equipment, prepared and/or published by the New Jersey Board of Public Utilities (BPU) in connection with a New Jersey Renewable Energy System program constitutes NO endorsement, recommendation or promotion, either express or implied, of Vendor by the New Jersey BPU. In consideration of its inclusion on said list, Vendor assumes the risk of, and shall indemnify and save harmless the New Jersey BPU and its officers, directors, employees, representatives, associates, agents, successors, and assigns against all claims and actions, losses, costs, fines, penalties and damages to property or to the environment and/or injury, sickness, or disease to persons (including death) arising out of, resulting from, or based upon the acts or omissions of Vendor in connection with a New Jersey Renewable Energy System or anyone acting under its direction or control or on its behalf and all expenses (including legal and investigation fees) incidental thereto.

The foregoing indemnity shall apply only to those claims against the New Jersey BPU arising out of, resulting from, or based upon the acts or omissions of Vendor, or anyone acting under its direction or control or on its behalf, in connection with a New Jersey Renewable Energy System for which indemnification hereunder is sought, or for the willful misconduct of Vendor, or anyone acting under its direction or control or on its behalf.

Vendor's indemnity shall apply to all claims against the New Jersey BPU, whether or not the New Jersey BPU was or was alleged to be negligent, including claims for (i) personal injuries (including death) by any person made or threatened by, in the name, or on behalf of, Vendor's employees based on the New Jersey BPU's negligence, including claims for personal injuries arising in the course of their employment, Vendor hereby waiving any defense it might have under applicable worker's compensation laws; (ii) loss of or damage to any property, including pollution or contamination of the environment (including liability under the Comprehensive Environmental Response, Compensation and Liability Act and similar state laws); and (iii) damages based on violations or alleged violations of applicable federal, state or local laws, breaches of any representation, warranty or promise by Vendor, its agents, Subcontractors/ assignees and anyone directly or indirectly employed by any of them in connection with the work; but Vendor's indemnity shall not apply to any portion of liability arising out of, resulting from, or based upon the acts or omissions of the New Jersey BPU or anyone acting under its direction or control or on its behalf. Further, Vendor's indemnity shall not apply to any portion of liability determined by a court of competent jurisdiction to be based upon the New Jersey BPU's negligence.

Vendor shall promptly notify the New Jersey BPU of, and shall defend the New Jersey BPU against, all claims, demands, suits and proceedings for which Vendor has, or might have, indemnification responsibility hereunder. The New Jersey BPU may, at its sole discretion and, at its own expense, participate in such defense, as it deems necessary to protect its own interest.

The foregoing indemnification obligations shall survive termination or expiration of the Contract and the completion of the Vendor's work in connection with a New Jersey renewable energy system.

In the event that a dispute arises between the Vendor and the New Jersey BPU as to the extent or nature of Vendor's potential indemnification in a certain situation, Vendor and the New Jersey BPU hereby agree and consent to submit to the jurisdiction of any court of competent jurisdiction in the state of New Jersey. However, in the event that a lawsuit has already commenced in connection with a New Jersey renewable energy system for which indemnification hereunder is sought, the Vendor and the New Jersey BPU agree to submit said indemnification claims to the court in which the underlying lawsuit is venued. Notwithstanding the foregoing, neither the New Jersey BPU nor the Vendor agrees to waive any objection to the venue of such action.

This Indemnification Agreement may only be altered or amended by a written Agreement signed by both the Vendor and the New Jersey BPU.

By submitting the contractor application on behalf of your company, you expressly agree to the terms of the NJCEP Vendor Agreement without reservation or qualification, including that you are duly authorized to do so.



NJCEP Solar Domestic Water Heater (SDWH) Vendor Eligibility

A list of active solar domestic water heater installers is available on the vendor section of the NJCEP website (NJCleanEnergy.com/SWH). To participate in the program, vendors must attend one mandatory manufacturer's training and have prior industry experience. To be listed on the website, contractors must meet minimum program contractor requirements and remain in good standing with the program guidelines.

Contractors will also be required to either be certified by the North American Board of Certified Energy Practitioners (NABCEP) or have prior industry experience with SDWH installations and have completed either an Interstate Renewable Energy Council (IREC) accredited or manufacturer SDWH training.

This list is provided as an informational source only. Inclusion on this list does not constitute any endorsement, advertisement, warranty, promise of employment, statement of qualification or other representation of service by the NJCEP Market Manager or NJCEP. NJCEP recommends that prospective customers contact several installers for information and project bids.

As a prerequisite to being included on the list, all vendors of BPU qualified clean energy generation equipment are required to agree to indemnify, defend and hold the BPU and their representatives, including the Market Manager, harmless from any act or omission resulting in personal injury (including death) or property damage.

The vendor must submit an online application, which will be reviewed by the Market Manager. If the application is approved the vendor will be notified and their listing will be added to the vendor listing.

Contracting firms can be listed as distributors, installers, manufacturers and/or licensed plumbers in New Jersey who also have experience working with solar domestic water heater systems.

While the State of New Jersey requires that solar domestic water heater installers have a Home Improvement Contractors (HIC) license, the Market Manager and NJCEP do not certify or otherwise qualify installers. An HIC license will be required for all solar domestic water heater applications. The vendor agreement and online applications are available [online](#).