

# 2020 Borough Listed Installer Agreement

(Revised 3-13-20)



Within the Air Quality Control Zone, only Borough listed installers may install any appliance installed through either the Borough's Wood Stove Change Out Program or the Oil to Gas Conversion Program. To become a Borough listed installer complete all sections of this form and submit it, along with copies of the license/certifications for each individual authorized to work on behalf of the company, to the FNSB Air Quality Office at 3175 Peger Road. Application submittal does not guarantee approval. **The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.**

Installer/Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email & Website Address: \_\_\_\_\_

Individual Installer Name(s) (if different from above): \_\_\_\_\_

Certification(s)/License(s) Held (please list and submit documentation for each individual Installer listed above): \_\_\_\_\_

## Type(s) of Appliance(s) Able to Install:

- |  |  |
|--|--|
| <input type="checkbox"/> Wood stove (must be NFI certified)                  | <input type="checkbox"/> Pellet-burning hydronic heater        |
| <input type="checkbox"/> Pellet Stove (must be NFI certified)                | <input type="checkbox"/> Natural gas/propane burning appliance |
| <input type="checkbox"/> Oil burning appliance                               | <input type="checkbox"/> Hot water district heat appliance     |
| <input type="checkbox"/> Electrical heating appliances                       |  |
| <input type="checkbox"/> Emergency Power System – please specify type: _____ |  |
| <input type="checkbox"/> Other, please specify: _____                        |  |

By signing below, installer agrees that when a qualified appliance is installed as part of the Borough's Wood Stove Change Out Program and/or the Oil to Gas Conversion Program, installer will properly install the appliance based on the manufacturer's installation manual, installer will comply with any building code requirements, and installer will ensure the appliance is properly sized for the building in question. Installer also agrees, if applicable, to complete training with the applicant, ensuring that they understand how their particular appliance operates, including education on proper wood burning techniques. Installer also understands that as a Borough listed installer, installer shall defend, hold harmless and indemnify the Borough, its officers, agents and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Installer's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Installer. This duty to defend, indemnify, and hold harmless shall include the Installer's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough's sole negligence or its willful misconduct. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

Authorized for Installer/Company Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

\* If signing on behalf of a company, must have legal authority to bind the entity.