

VENDOR AGREEMENT
FORT BEND COUNTY ENERGY ASSISTANCE PROGRAM

The purpose of this Vendor Agreement is to maintain or restore an energy supply to eligible customers living in Fort Bend County.

For purposes of this agreement, a Retail Energy Provider is defined as a natural gas, propane, or wood vendor who sells the energy product to residential customers of energy for the purposes of heating or cooling the residents.

The Retail Energy Provider (Vendor) agrees to honor the purpose of the Utility Assistance Program and to accept pledges of payment from Fort Bend County Social Services only for certified customers to whom the Vendor continues to provide energy services. Fort Bend County Social Services agrees to make payments only for eligible customers.

This vendor agreement is by and between:

FORT BEND COUNTY SOCIAL SERVICES and
Energy Assistance Provider (Agency)

ENERGY PLUS
Retail Energy Provider (Vendor)

Vendor and Agency agree to assist customers in the following counties:

FORT BEND COUNTY

This agreement shall be effective from the 26 day of June, 2012 for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

ENERGY PLUS
(Vendor Name)

P O BOX 660861, DALLAS, TX 75266-0861
(Vendor Address)

FORT BEND COUNTY SOCIAL SERVICES
(Name of Agency)

4520 Reading Road Suite A, Rosenberg, Texas 77471
(Agency Mailing Address)

The Agency named above represents and warrants to the Vendor that it is a Department of Local Agreement of Fort Bend County and as such is authorized and has received funding from Various Sources to provide energy payment assistance services for eligible customers.

The Vendor named above is a Retail Energy Provider who represents and warrants that it is authorized to receive payments from the Agency on behalf of a customer that the Agency has determined to be eligible program(s) guidelines and as such is a "Certified Customer".

Vendor will, with reference to a Certified Customer:

- Extend the eligible applicant's energy service for up to five (5) business days while the Agency determines whether the applicant is eligible pursuant to the guidelines;
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer without any increase in energy charges, services charges, or other charges affecting the total cost of the bill;
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for the previous twelve (12) months, or available history plus monthly estimates if less than 12 months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile no later than the end of the next business day following the request. Wood and propane vendors may provide alternative consumption histories, if known.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible;
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans;
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services;
- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period and Vendor is provided with a signed pledge from the Agency within 5 days of identifying a Certified Customer and making the pledge;
- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligations under such agreement.

The Agency will:

- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge;
- Pay pledges within forty-five (45) days of making pledge to Vendor;
- Determine if a customer is a Certified Customer within five (5) business days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients.



Authorized Vendor Signature

6/26/2012

Date Agreement Signed

Stephen Barnes

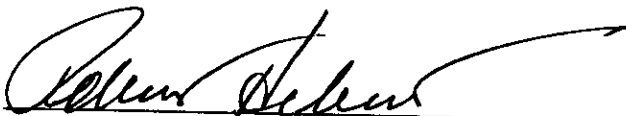
Typed Name of Authorized Signature

Vice President

Title of Authorized Signature

(267) 295-0634

(Area Code) Telephone Number



Authorized Agency Signature

7-24-12

Date Agreement Signed

Robert E. Hebert

Typed Name of Authorized Signature

County Judge

Title of Authorized Signature

281-342-7300

(Area Code) Telephone Number