



Vendor and Agency Pledge Agreement

The Energy Services provider, (or "Vendor,") agrees to honor the agreement and to accept pledges of payment from agencies for Customer's in need of assistance to whom the Vendor continues to provide energy services. The Energy Assistance Provider, (or "Agency",) agrees to make payments to the customer's account that have met the agency qualifications.

This vendor agreement is by and between:

and

Energy Assistance Provider (Agency)

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

This agreement shall be effective from the _____ day of _____ 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.

Vendor Name:

Vendor Mailing Address:

Agency Name:

Agency Mailing Address:

Vendor will, with reference to a Qualified Customer:

- Upon accepting pledge from Agency for Qualified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Qualified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Qualified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency tQualified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Qualified 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 Qualified 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 Qualified 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 days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Qualified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five-day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Qualified Customer.
- Not interrupt service if Qualified Customer is eligible under PUC regulations and enters into an agreement with the Vendor concerning how the Qualified Customer will pay the balance owed Vendor and the Qualified Customer is meeting the obligation under such agreement.

The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance.
 - Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
 - Not provide pledges on behalf of a Qualified Customer to Vendor without having adequate funds to pay such pledge.
 - Pay pledges within forty-five days of making pledge to Vendor.
 - Determine if a customer is a Qualified Customer within five 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 Qualified Clients, if requested from Vendor.
- The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative,



judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

Authorized Vendor Signature Date

Type Name of Authorized Signature Title

Vendor (Area Code) Telephone Number

Vendor Email Address

Authorized Agency Signature Date

Typed Name of Authorized Signature Title

Agency (Area Code) Telephone Number