

VENDOR AGREEMENT
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM

The purpose of the Comprehensive Energy Assistance Program (CEAP) funded from the Low – Income Home Energy Assistance Program (LIHEAP) grant is to maintain an energy supply to heat and cool the residences of eligible low – income clients.

For purpose of this agreement, a Retail Electric Provider is defined as a municipally owned utility, an electric cooperative, or an investor – owned utility as certified by the Texas Public Utility Commission.

The Electric Provider, (or “Vendor,”) agrees to honor the purpose of the CEAP and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider, (or “Agency,”) agrees to make payments only for eligible low – income clients.

This vendor agreement is by and between:

Webb County, A political subdivision of the State of Texas for the Community Action Agency and Energy Assistance Provider (Agency)

Summer Energy
Epic Energy and
Electric Provider (Vendor)

Webb County

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

This agreement shall be effective from the 1st day of March 2015 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.

Summer Energy
Epic Energy
(Vendor Name)

800 Bering dr. 260 Houston, Tx 77057
(Vendor Mailing Address)

WEBB COUNTY c/o Webb County CAA
(Name of Agency)

1110 Washington St. Ste 203 Laredo, Texas 78042
(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a sub recipient of the Texas Department of Housing and Community Affairs (“TDHCA”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low – income households.

The Vendor named above is a Retail Electric Provider certified by the Public Utility Commission of Texas and represents and warrants that it is authorized to receive payment from Agency on behalf of a customer that the Agency has determined to be eligible under the CEAP guidelines and as such is a “Certified Customer”.

Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant’s electric service for up to five (5) business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines;
- Upon accepting pledge from Agency for Certified Customer, continue or restore electric service to Certified Customer without any increase in kilowatt charge, services charges, or other charges affecting the total cost of the bill;
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer’s billing and usage history from 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. All histories will be provided in accordance with PUC Subst. R Section 25.472(b) (4).
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangement that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible;
- No discriminate against Certified Customer in price or services, including the availability of deferred payment plan, level or average payment plans, discount, budget, advance payment or other credit plans;
- Not refuse to provide electric service or otherwise discriminate in the marketing and provision of electric service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, martial 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 pledge within forty-five (45) days of making pledge to Vendor;
- Determine if a customer is Certified Customer within five (5) business days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mailing addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients.

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 disclosed; 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; 7) of information which was or is hereafter in the public domain (except by breach of this Agreement.)



 Authorized Vendor Signature

3-2-15

 Date Agreement Signed

Jeremy Wallace

 Typed Name of Authorized Signature

Manager of Credit + Collections

 Title of Authorized Signature

713-375-2776

 (Area Code) Telephone Number

 Authorized Agency Signature

 Date Agreement Signed

 Typed Name of Authorized Signature

 Title of Authorized Signature

 (Area Code) Telephone Number

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Summer Energy, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 800 Bering Drive, Suite 260	Requester's name and address (optional)
	City, state, and ZIP code Houston, Texas 77057	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
4	5	-	2	1	3	5	6	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Jana P. George</i>	Date ▶ <i>2/12/2014</i>
------------------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.