

STANDARD HOME HEATING ENERGY VENDOR AGREEMENT

THIS AGREEMENT is made between Tanana Chiefs Conference, whose address is 122 First Avenue, Suite 600, Fairbanks, Alaska 99701 (herein called TCC), and
(Business Name) _____ whose address is
(Mailing Address) _____, (herein called
vendor) on behalf of the Low Home Income Energy Assistance Program recipients. The program recipients to be served under this contract live in _____.

TCC will pay the vendor the entire amount of the grant which is due to the program recipient. Vendors will deliver heating supplies to the program recipient, pay itself by making deductions from the recipient's account, and then send statements monthly to TCC reporting these transactions. This Agreement is governed by the terms and conditions below.

1. Payments may be only applied to past or future purchases by recipient of home heating energy supplies. Home heating energy supplies shall include only wood, coal, heating oil, propane, electricity, kerosene, and Blazo. Your current price of heating fuel oil per gallon is \$_____. Your current price of electricity is \$_____ per kilowatt hour. Your current price for other heating supplies (i.e. coal, propane, etc.) is \$_____ per _____ (type of unit). **The allowable ceiling for the cost of wood is \$5 less than the local market value per cord of firewood.** The price in and around your community based on the allowable ceiling cost is \$_____ per cord.
2. Payment shall first be applied to any overdue balance of recipient's account beginning July 1, 2013, and the balance of the above prepaid credit applied to future purchases of eligible energy supplies by recipient.
3. Vendor charges under the agreement shall not exceed the vendor's normal and usual charges for the energy supplies in the recipient's community. The "normal and usual" charges are those listed in Paragraph 1 of this Agreement.
4. Recipient will be treated uniformly with other customers and vendor shall not otherwise discriminate against recipient.
5. Upon delivery of energy supplies after the date of this agreement, **vendor shall obtain a signed receipt** from the recipient showing amount of supplies received, unit cost and total charges to recipient's account. Receipts shall be provided by the vendor to TCC upon request.
6. Nothing in this agreement shall be construed as a guarantee of payment of recipient's account in excess of the above prepaid amount nor the charges other than for energy supplies specifically listed above. **TCC SHALL NOT BE LIABLE FOR CHARGES EXCEEDING THE ABOVE PREPAID AMOUNT NOR FOR SERVICES OR SUPPLIES NOT SPECIFICALLY STATED ABOVE, REGARDLESS OF CHANGES IN COST OF ENERGY.**
7. Upon termination of this agreement or recipient's account, vendor shall refund any unused balance of the prepaid credit to TCC.

8. **All bills, receipts, and other notices** under this agreement shall be sent to the respective parties at the addresses stated.
9. If the vendor violates any provisions of this Agreement, then TCC may terminate this Agreement on one day's written notice. Vendor will refund to TCC any unused amounts of funds deposited for program recipients within 20 days after receipt of the termination notice. TCC retains the right to recover from the vendor any unused deposits which are wrongfully withheld. Vendor retains the right to collect any amounts owed by the program recipients under Paragraph 11.
10. The vendor will charge all eligible households in the normal billing prices the difference between the actual cost of the home energy and the amount of the payment made by TCC under this program.
11. This Agreement is the entire agreement between TCC and Vendor, and supersedes All earlier negotiations and representations.

Dated this _____ day of, _____ 20_____

TANANA CHIEFS CONFERENCE

Vendor Signature

Director, Client Development

| ***** VENDOR ***** Please complete the following | | | |
|---|---------------------------|----------------|--------------|
| _____ Business contact person | _____ Name of Business | | |
| _____ Office or Message Phone Number | _____ Mailing Address | | |
| _____ Fax Number | _____ Town/Village | _____ State | _____ Zip |

**SAVE TOP PORTION FOR FILING AT THE HOME ENERGY VENDOR OFFICE
HOME ENERGY VENDOR RECEIPT**

Village _____

PERSON DELIVERING FUEL ON BEHALF OF THE HOME ENERGY VENDOR AS FUEL VENDOR **PERSON WHO RECEIVED THE FUEL:**

| | |
|--|--|
| | |
|--|--|

Print name here

Print name here

Vendor and recipient signatures below will constitute proof that the above amount of fuel were delivered to recipient.

Signature of Person delivering fuel: X _____ Date: _____

Signature of Person who received fuel: X _____ Date: _____

☞ HOME ENERGY VENDOR RECORD ☞

☞ TCC RECORD ☞

Village _____

MAIL THIS BOTTOM PORTION TO:

Tanana Chiefs Conference, Inc.

Attn: Energy Assistance
122 First Avenue, Suite 600
Fairbanks, Alaska 99701

**Amount of fuel
authorized**

**Amount of fuel
delivered/received**

PERSON DELIVERING FUEL ON BEHALF OF THE HOME ENERGY VENDOR AS FUEL VENDOR **PERSON WHO RECEIVED THE FUEL:**

| | |
|--|--|
| | |
|--|--|

Print name here

Print name here

Vendor and recipient signatures below will constitute proof that the above amount of fuel were delivered to recipient.

Signature of Person delivering fuel: X _____ Date: _____

Signature of Person who received fuel: X _____ Date: _____

Tanana Chiefs Conference
122 First Avenue, Suite 600
Fairbanks, Alaska 99701
Attn: Energy Assistance