**HEATING FUEL VENDOR’S AGREEMENT**

This agreement effective upon execution, is made between, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

an energy vendor with New Jersey heating accounts, hereinafter known as the Supplier, and the State of New Jersey Department of Community Affairs hereinafter known as DCA.

# Section A

DCA agrees to certify applicant households (or individuals), hereinafter referred to as Participants, who are eligible to obtain Home Energy Assistance hereinafter referred to as HEA. Payments will be made as two party checks that will be mailed directly to the Supplier in the event of emergency fuel deliveries by Supplier to Participant or the eligible Participant with respect to regular fuel deliveries by Supplier.

# Section B

In consideration of the foregoing undertaking by DCA, the Supplier hereby agrees:

1. To apply the HEA payment to the annual cost of the fuel supplied after the date of this Agreement and to bill Participant only for the cost of fuel supplied in excess of the amount of the applicable HEA payment. DCA shall not be responsible for the cost of fuel supplied in excess of the amount shown on the two party check;
2. To deliver only to the premises and for the Participant specified on the two party check;
3. To refrain from discrimination against Participants in regards to terms and conditions of sale, credits, delivery or price; or in regard to race, age, color, creed, sex, national origin, marital status, handicap, or political belief; provided, however that Supplier reserves the right to refuse to deliver to any Participant (i) whose premises do not meet Suppliers safety requirements or (ii) who does not abide by Supplier payment’s terms with respect to the balance of their account for which such Participant is responsible.
4. When applicable, to make an emergency delivery equivalent to one hundred and fifty (150) gallons of fuel oil or lesser amount if mutually agreeable to Participant and Supplier without surcharge or service fee, provided the Participant has sufficient funds to pay for such delivery
5. To maintain for each individual Participant an accurate account of HEA benefit checks received and deliveries made and any return of unused credit made by Supplier in accordance with requirements established by DCA and subject to State audit.
6. To immediately refund by check to the Participant all balances unused if the Participant ceases to be a customer of Supplier due to a change of fuel type or move to a new address.
7. To refrain from disclosing information about Participant with respect to his/her participation in the HEA program to anyone other than persons directly connected with the administration or distribution of fuel by Supplier.

# Section C

Either party upon 30 days written notice to the other party may terminate this agreement. DCA can terminate this agreement, in its sole discretion, upon Supplier’s failure to comply with any of the conditions contained in Section B upon 7 days written notice.

In the event this agreement is terminated, Supplier shall fully account, within 7 days, for all funds received, deliveries made and refund unused funds directly to DCA with such accounting.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## HOME ENERGY FUEL SUPPLIER DATE PRINT NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## NOTARY PUBLIC DATE

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**JOSE SANCHEZ, SUPERVISOR DATE**

**LOW INCOME HOME ENERGY**

**ASSISTANCE PROGRAM**

# PAYMENT INFORMATION

If the name of your business is different than shown above, or if your business is known by other trade names, please provide the following information:

Make Checks Payable to: Trading as, if different from above:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STREET STREET

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY, ZIP CODE CITY, ZIP CODE

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Section D - Services

Please check off all that apply

**Counties of Service**: **Types of Service:**

|  |  |  |
| --- | --- | --- |
| 01 | Atlantic |  |
| 02 | Bergen |  |
| 03 | Burlington |  |
| 04 | Camden |  |
| 05 | Cape May |  |
| 06 | Cumberland |  |
| 07 | Essex |  |
| 08 | Gloucester |  |
| 12 | Hudson |  |
| 09 | Hunterdon |  |
| 10 | Mercer |  |
| 11 | Middlesex |  |
| 13 | Monmouth |  |
| 14 | Morris |  |
| 15 | Ocean |  |
| 16 | Passaic |  |
| 17 | Salem |  |
| 21 | Somerset |  |
| 18 | Sussex |  |
| 19 | Union |  |
| 20 | Warren |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| 01 | Coal |  |
| 02 | Electricity |  |
| 03 | Kerosene |  |
| 04 | Natural Gas |  |
| 05 | Oil |  |
| 06 | Propane |  |
| 07 | Wood |  |

TO: FUEL VENDORS

FROM: FIDEL EKHELAR, SUPERVISOR

Low Income Home Energy Assistance Program

RE: FUEL VENDOR’S AGREEMENT

Attached you will find a copy of the new Fuel Vendor’s Agreement for the Home Energy Assistance Program. Due to changes in the Home Energy Assistance Program and the database use to process benefits, fuel vendors will receive direct payments **for emergency fuel deliveries. Regular benefits will continue to be a two party check mailed to the customer.** Only Vendors who sign and return **a notarized agreement** will be approved to receive payments from the Home Energy Assistance Program. Only original documents with a raised NOTARY seal will be accepted (no photocopies, e-mails or faxes). Please complete all three pages of this agreement.

Please mail the Vendor Agreement to the address below:

DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF COMMUNITY RESOURCES

OFFICE OF LOW INCOME ENERGY CONSERVATION

101 SOUTH BROAD ST, PO BOX 811

TRENTON, NJ 08625

ATTENTION: FIDEL EKHELAR

HOME ENERGY ASSISTANCE PROGRAM

If you have any questions or concerns contact Fidel Ekhelar, Home Energy Assistance   
Supervisor at (609) 984-6670 or via e-mail at fidel.ekhelar@dca.nj.gov