

**PreBuy Agreement
Minnesota Energy Assistance Program
2006 - 2007**

Vendor MAPS ID	Vendor eHEAT ID
<< Vendor ID>>	<<Vendor ID>>

The following agreement is made between the Minnesota Department Commerce, hereinafter "**DOC**," and <<vendor name>>, hereinafter "**The Vendor**," <<vendor address>>, <<vendor city, state zip>>.

DOC will purchase liquid propane gas (LP) from **The Vendor** as follows (enter your terms below):

	Terms	Instructions
Price		Enter your best price on July 11, 2006
Number		Enter the maximum number of gallons that can be purchased with the amount
Total		Enter the total purchase price. The amount should equal the price per gallon * the

The Vendor agrees to deliver LP at the terms entered above to vendor customers as authorized by the Energy Assistance notification on eHEAT or mailed to The Vendor. All provisions of the EAP vendor agreement are incorporated by reference to this PreBuy Agreement. In addition the following provisions shall apply:

1. **The Vendor** will enter the number of gallons, cost per gallon and total purchase price in the blanks above, sign the agreement below, and mail it before July 18, 2006 to:

G. Jeff Mitchell
Office of Energy Assistance Programs (EAP)
Minnesota Department of Commerce
85 E. 7th Place, Suite 500
St. Paul, Minnesota 55101

2. **The Vendor** will deliver to customers authorized to receive PreBuy: the number of gallons determined by the authorized benefit amount divided by the price per gallon entered above.

3. **The Vendor** will use standard eHEAT procedures for administering PreBuy, including but not limited to: identifying customers to receive PreBuy and the amount of their benefit and providing refunds.

4. **The Vendor** will notify the customer's local energy assistance service provider of any PreBuy obligated to a customer with an outstanding bill so the PreBuy authorization can be reviewed.

5. Customers receiving delivery of PreBuy LP will receive all the same services available to customers who contract individually for pre-purchased fuel.
6. **The Vendor** will charge the customer for fuel costs that are not covered by the customer's EAP grant.
7. **The Vendor** will enter their LP residential credit price effective on the first day of each week into eHEAT.
8. **DOC** reserves the right to monitor the use of funds with **The Vendor** in order to ensure compliance with the provisions of this agreement.
9. Immediately upon signing the agreement, DOC will authorize an EFT payment to The Vendor in the amount of the total purchase price, entered above. DOC will mail a signed copy of the agreement to The Vendor.
10. This agreement is effective when signed by **DOC** and shall terminate on September 30, 2007.
11. The Vendor will return all **PreBuy** funds remaining unspent on May 31, 2007 to DOC by June 30, 2007.
12. **OPTIONAL:** ___ Yes, I agree to sell fuel to EAP customers at either the PreBuy price or at the current retail price, whichever is lower. ___ No, I will only sell the PreBuy fuel at the PreBuy price.

SIGNED:

Typed Name:
Vendor Authorizing Signature:
Date:

Typed Name:
DOC Authorizing Signature:
Date:

	Vendor Contact Information	DOC Contact Information
Name		G. Jeff Mitchell
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Promising Practices

eHEAT
