

UTILITY MONITORING AGREEMENT
Between

AMERICAN UTILITY BILL AUDITORS, INC.

PO Box 970145
Boca Raton, Florida 33497-0145
(561) 852-1872 X 301(Admin) / FAX (561) 477-3100
E-Mail: auga@auga.net

CLIENT:
And Address
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Fax:** _____
Contact & E Mail Address: _____

I. The undersigned or any affiliates, hereinafter called CLIENT, have entered into an agreement in writing this date with AMERICAN UTILITY BILL AUDITORS, INC., hereinafter called AUBA, to serve as their utility auditing professionals for the undersigned, concerning the following UTILITY bills:

1. Telephone 2. Electric 3. Water & Sewer 4. Gas 5. Waste 6. Petroleum Products 7. Other: _____
AUBA makes no guarantee as to the amount of recovery and/or savings if any at all exists.

II. AUDIT PROCESS

AUBA agrees to examine CLIENT's utility accounts. AUBA will coordinate with the utilities and determine the proprietary audit methods, if monthly services are being OVERCHARGED, and if inefficient services or tariff violations may now exist, or have existed on previous billings. AUBA will request and prepare in its discovery, all documentation deemed appropriate to negotiate (if necessary) with the proper UTILITY COMPANY (S), TELEPHONE COMMUNICATION COMPANY (S) or Regulatory Authorities to have OVERCHARGES removed, in the form of REFUNDS and/or CREDITS. In addition, after AUBA submits reviewed findings to CLIENT in our written audit update report (s), by specific issues, information can be used to request REFUNDS or seek to reduce future billing (s) approved by CLIENT.

III. RECOVERED OVERCHARGES

CLIENT agrees to pay AUBA (50%) of ALL RECOVERED OVERCHARGES in the form of REFUND (S) or CREDIT (S), billed upon Clients receipt of refund check or of Utility's invoice reflecting the credit(s). **Where there is NO refund / credit or there is NO reduction in the monthly utility charges, there is NO FEE!**

IV. FUTURE BILLING REDUCTION (Savings)

In the event AUBA is successful in obtaining a REDUCTION in CLIENTS BILLINGS, whether by correction of billing error(s), rate(s), tariff changes, meter changes, inefficient mechanical and electrical systems, or any combination thereof, that shall manifest in FUTURE SAVINGS, CLIENT agrees to pay AUBA 50 percent of the ACCUMULATIVE SAVINGS FOR THIRTY-SIX (36) months period beginning the date the savings FIRST appears on CLIENT bill. Client may prepay the entire estimated savings at once or may pay quarterly during the contract term after the actual savings are realized.

The CLIENT is under NO obligation to carry out any recommendations. In the event the recommended changes are carried out by the CLIENT, or AUBA with the CLIENTS prior approval, AUBA is entitled to compensation, at the rate of 50 percent of the monthly reduction(s) over the same period as above, beginning with the first month the reduction becomes effective and realized. If CLIENT declines to carry out proposed cost savings recommendations by AUBA, then CLIENT must do so in writing. If, within 2 years of the date of the written notice presented to AUBA, the CLIENT performs the recommended changes or a portion thereof, then the CLIENT is subject to the AUBA compensation arrangement described above.

V. PROCESSING FEE, (IF ANY)

In conjunction with this agreement, AUBA may require a ONE TIME PROCESSING FEE of (\$ -0-) ZERO in certain cases of complex reviews.-WHEN APPLICABLE & AGREED UPON

VI. TERM

This agreement shall remain in effect through the completion of the following:

- (A) Client agrees to respond with initial issue and follow-up issues, if any, to AUBA within (20) working days from date of audit reports.
- (B) All documented and presented audit issues to CLIENT provided by AUBA have been resolved
- (C) Recovery of funds or credits from the utilities have been received by the CLIENT and settled with AUBA in accordance to the above agreement.
- (D) AUBA has notified CLIENT in writing that NO recoveries or credits will be made or forth coming.
- (E) Access to CLIENT's utility records for at least 2 years after the completion of the above, for review of post audit tariff activity & potential savings.
- (F) During the term of this agreement, should any in house review or any other business or entity conduct a similar analysis or audit, we are still entitled to the same percentage of refunds and savings as stated above from such an analysis.**

**** Items, if any, not to be included as part of the audit**

[Please initial if no items are to be excluded from the audit.]- **Must be initialed to be executed**

- (G) **CLIENT acknowledges by initially the above section VI (F), NO negotiations are currently underway between CLIENT and any of its utility suppliers.**

VII. BASIC INFORMATION:

Client shall give it's full reasonable cooperation to AUBA in completing any forms and providing information, and copies of appropriate documented backup, in a timely manner. During the term of our utility monitoring agreement, and for a period of two (2) years thereafter, each party shall retain confidentiality and require it's directors, officers, employees, consultants, representatives, employer's, principals and agents to retain in confidence any and all proprietary information of the other. "Proprietary information" shall mean any information obtained from either party in the course of performance of the Utility Monitoring Agreement. The parties agree that each party's proprietary information constitutes trade secrets and that the disclosure thereof in contravention of this agreement would constitute an unfair trade practice and material breach of this Agreement.

Client hereby represents and warrants that they have full written authority to act for and bind their Principals (Who is the actual property owner) to this Agreement and further, that (i) there are no contractual or legal restrictions to their executing this Agreement on their Principals behalf, and (ii) no consents or their executing this Agreement on their principals behalf. The foregoing representation and warranty is a material inducement for AUBA to enter into this agreement and undertake the work required hereunder.

VIII. This agreement shall be governed by and construed by the laws of the State of Florida, with exclusive venue being Palm Beach County, Florida. Client agrees to pay AUBA reasonable attorneys' fees in the event that amounts due under this agreement are collected by or through attorneys. All payments are due within 30 days from the date billed. All payments thereafter are subject to a late charge in the amount of 1.5% interest per month, for each month that the invoice is past due.

The above represents the ENTIRE agreement and understanding between the parties and NO prior representation oral or written are incorporated in this agreement
Agreed to and accepted this _____ day of _____, 20 ____.

AMERICAN UTILITY BILL AUDITORS, INC.
AUBA : President _____

CLIENT: Organization
BY: CLIENT Contact name, Title _____ X –Authorized to SIGN for Client

American Utility Bill Auditors, Inc.
PO Box 970145
Boca Raton, Fl 33794-0145
Office 561-852-1872 X 301(ADMIN) / Fax 561-477-3100
E-Mail: auba@aubanet

AUTHORIZATION FORM

TO : _____ PLEASE LEAVE BLANK-
(NAME OF UTILITY COMPANY) ATTACH BUSINESS CARD

AMERICAN UTILITY BILL AUDITORS is hereby engaged and authorized to obtain from you all account information to file refund applications, to inquire regarding status, and to receive any information relating to adequately auditing our account, and to process refunds to which the undersigned may be legally entitled.

AMERICAN UTILITY BILL AUDITORS:

Authorized Agent

CLIENT: PLEASE COMPLETE BELOW INFORMATION:

Organization:

Address:

Authorized Representative of Organization:

Signature of Officer:

Signature

Title & Date

***** PROFESSIONAL AUDITING SERVICES *****

***** YOUR COMPANY LETTER HEAD PLACED HERE *****

American Utility Bill Auditors, Inc.
PO Box 970145
Boca Raton, Florida 33497-0145

Attention: Mr. Len Garvin, President, Certified Utility Auditor

This confirms our appointment of your firm as our utility consultant to act in our behalf in all matters concerning our utilities facilities with such companies:

Telecommunications: Local Area Service _____
 Long Distance _____

 Other (Equipment & Service Contracts) _____

Utilities: Electricity _____
 Water & Sewer _____
 Gas _____
 Hazardous Or Non-Hazardous Waste _____

Federal Identification
Number: _____

You are granted the privilege of access to information regarding our above account utility billing. You are authorized to request equipment and pricing information on central office lines, long distance lines (WATS, FX, TIE lines, T1 etc.) equipment, call information and such. All contacts are to be with you, this does not preclude our intervention.

We authorize your local telephone company and its affiliated companies to have access and to use information about my local telephone service arrangements and to access all my Customer Proprietary Network Information (CPNI). At the conclusion of the audit your local telephone company will be notified in writing to reinstate CPNI.

We understand that when our customer billing and service records are released to you that all utility providers have no authority to control the future use of this information. Therefore, we release all utility providers from any and all liability that may arise out of your possession of these records.

We look forward to a continuing relationship with a view to improve our utilities and saving money.

Sincerely,

PLEASE SEND BACK TO OUR OFFICE THE FOLLOWING TO
IMMEDIATELY BEGIN THE AUDIT:

(1) SIGN THE UTILITY MONITORING AGREEMENT -

EXECUTED COPY WILL BE SENT BACK TO YOUR OFFICE FOR YOUR FILES.

(2) SIGN THE AUTHORIZATION FORM-

THIS FORM WILL ALLOW AUBA, INC. TO GET THE RECORDS FROM THE UTILITY COMPANIES.

(3) SEND AT LEAST ONE (1) MONTH'S WORTH OF COPIES OF YOUR UTILITY BILLS, INCLUDING LONG DISTANCE BILLS AND EQUIPMENT CONTRACTS, LOCAL TELEPHONE SERVICES AND ANY RELATED CONTRACTS AND PROPOSALS, ELECTRIC PROVIDER BILLING, NATURAL GAS BILLING AND RELATED CONTRACTS, HAZARDOUS OR NON-HAZARDOUS WASTE BILLS AND CONTRACTS, AND ALL WATER, SEWER BILLINGS.

(4) INCLUDE YOUR FEDERAL IDENTIFICATION NUMBER FOR RETRIEVAL OF YOUR UTILITY BILLS OVER THE INTERNET.