

GEORGE A. KOTEEN ASSOCIATES, INC.

290 QUEEN ANNE ROAD
TEANECK, NEW JERSEY 07666

DATED _____

AGREEMENT

1. IN CONSIDERATION OF THE TERMS STATED HEREIN, WE HEREBY AUTHORIZE YOU TO SUBMIT RECOMMENDATIONS FOR ALL POSSIBLE SAVINGS, REFUNDS, CREDITS OR ADJUSTMENTS ON OUR ELECTRIC, GAS, WATER, SEWER AND TELECOMMUNICATION COSTS. IT IS UNDERSTOOD YOU WILL MAKE A TECHNICAL ANALYSIS OF ALL RATE SCHEDULES AND CONTRACTS UNDER WHICH WE PURCHASE ELECTRIC, GAS, WATER, SEWER AND TELECOMMUNICATION SERVICES, AND ADVISE WHERE REDUCTIONS IN OUR UTILITY EXPENDITURES CAN BE OBTAINED. YOU ARE TO MAKE SUCH RECOMMENDATIONS AS WILL ENABLE US TO PURCHASE SUCH SERVICES AT THE MOST FAVORABLE RATES, INCLUDING SPECIAL PROVISIONS, CLAUSES AND RIDERS TO REALIZE ALL POTENTIAL SAVINGS AND REFUNDS.

2. YOUR INITIAL EXAMINATION WILL COVER THE PAST TWELVE - (12) MONTHS' BILLS. YOUR CONTINUING ANALYSIS WILL COVER OUR CURRENT UTILITY BILLS, WHICH WILL BE SENT TO YOU FOR EACH MONTH DURING THE LIFE OF THIS AGREEMENT. WHEN AN AUDIT OF PRIOR BILLS IN ANY SPECIFIC CASE IS WARRANTED, YOU WILL AUDIT THOSE PRIOR BILLS GOING AS FAR BACK AS NECESSARY. WE AGREE TO COOPERATE WITH YOU AND SUBMIT OUR UTILITY BILLS AND SUCH OTHER INFORMATION AS YOU MAY REQUIRE TO ENABLE YOU TO PERFORM THIS SERVICE.

3. WHEN AS A RESULT OF YOUR INVESTIGATION IT APPEARS THAT WE HAVE BEEN OVERCHARGED UNDER MISTAKES IN BILLING, OR ON EXISTING RATES, CONTRACTS AND METERING, YOU WILL ADVISE HOW WE MAY OBTAIN CREDITS FOR SUCH OVERCHARGES. THE CREDITS, REFUNDS OR ADJUSTMENTS SHALL BE CREDITED OR PAYABLE DIRECTLY TO US BY THOSE FROM WHOM WE PURCHASED SERVICE.

4. ALL NEGOTIATIONS WITH SUPPLIERS OF OUR UTILITY SERVICES ARE TO BE CONDUCTED THROUGH YOU UNLESS WE INSTRUCT OTHERWISE. WE WILL EXECUTE ALL AUTHORIZATIONS THAT ARE NECESSARY IN ORDER TO NEGOTIATE AND IMPLEMENT RECOMMENDATIONS WITH THE UTILITY COMPANIES.

5. WE PAY YOU NO RETAINER OR ADVANCE FEES OF ANY KIND. WE AGREE TO PAY YOU AS FOLLOWS:

- (A) FIFTY PERCENT (50%) OF ALL SAVINGS, WHICH ARE, SECURED THROUGH YOUR EFFORTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM THE DATE EACH SUCH SAVINGS, REDUCTIONS, ADJUSTMENTS OR CORRECTIONS REFLECT ON OUR BILLS. IN THE EVENT BILLS ARE NOT SUPPLIED FOR SAVING CALCULATIONS, BILLING WILL BE RENDERED ON AN ESTIMATED BASIS.
- (B) WE ALSO AGREE TO PAY YOU FIFTY PERCENT (50%) OF EACH REFUND, CREDIT OR ADJUSTMENT SECURED THROUGH YOUR DIRECTION AND EFFORTS.
- (C) PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF OUR INVOICES SHOWING THE COMPUTATION OF SAVINGS OR REFUNDS, CREDITS OR ADJUSTMENTS. LATE PAYMENTS ARE SUBJECT TO INTEREST AT THE RATE OF 1 1/2% PER MONTH. INTEREST WHICH MAY NOT APPEAR ON INVOICES IS NOT AN INDICATION THAT INTEREST IS BEING WAIVED.

SHOULD GEORGE A. KOTEEN ASSOCIATES, INC. BE COMPELLED TO INSTITUTE ANY LEGAL PROCEEDING FOR THE PURPOSE OF COLLECTING PAYMENT UNDER THIS AGREEMENT, THEN COMPANY SHALL REIMBURSE ALL REASONABLE COSTS INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, LEGAL AND COURT FEES.

6. IN THE EVENT A RECOMMENDATION SUBMITTED BY YOU IS STILL PENDING AT THE EXPIRATION OF THIS AGREEMENT, THEN OUR LIABILITY TO YOU IS AUTOMATICALLY EXTENDED UNTIL SAME IS COMPLETED AND WE WILL PAY YOU AS OUTLINED IN PARAGRAPH 5 ABOVE; AND FOR SUCH PURPOSE, WE WILL PROVIDE YOU UTILITY BILLS TO FINALIZE ALL PENDING RECOMMENDATIONS AND COMPLETE PARTICIPATION. IN ADDITION IF A RECOMMENDATION FOR SAVINGS, REDUCTIONS OR REFUND, CREDIT OR ADJUSTMENT IS IDENTIFIED AND WE ELECT NOT TO PURSUE IT, YOU WILL HAVE THE ABILITY TO SEEK COMPENSATION.

7. THE INITIAL TERM OF THIS AGREEMENT SHALL BE THREE (3) YEARS OF THE DATE HEREOF. UPON COMPLETION OF THE INITIAL TERM THIS AGREEMENT WILL CONTINUE THEREAFTER FOR ADDITIONAL TERMS OF THREE (3) YEARS UNLESS CANCELED BY WRITTEN NOTICE AT LEAST NINETY (90) DAYS PRIOR TO THE BEGINNING OF ANY RENEWAL PERIOD. THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF NEW JERSEY AS ITS TERMS SHALL NOT BE CONSTRUED STRICTLY AGAINST THE PARTY WHO PREPARED IT.



COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE/ZIP: _____

ACCEPTED: _____

GEORGE A. KOTEEN ASSOCIATES, INC.

BY: _____

TITLE: _____