UTILITY REVIEW CONSULTANTS LLC
DBA: UTILITY REBATE CONSULTANTS, INC.
4870 South Lewis Avenue – Suite 210
Tulsa, Oklahoma 74105
PHONE 918-492-1224 FAX 918-496-0005

UTILITY COST REDUCTION AGREEMENT

STATE OF _____

COUNTY OF _____

This Agreement is made on this _____ day of _____, 20_____, by and between _____, hereinafter referred to as CLIENT, and Utility Review Consultants LLC, hereinafter referred to as URC.

I. PURPOSE AND DURATION OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which URC is to provide CLIENT with Consulting Services designed to reduce Utility Costs. The duration of this Agreement shall be for one year, after which time either party may terminate this Agreement by thirty (30) days written notice. Any fees due URC will continue to be paid after expiration of this period as stated below.

In consideration of the mutual promises contained within this Agreement, the parties agree to the following:

II. SERVICES TO BE PERFORMED

URC will review the way that CLIENT purchases and uses utilities and URC will recommend cost saving action to be taken and URC will, where appropriate, expedite the recommendations. If CLIENT rejects or delays recommended action and later adopts recommendations within 30 months from the date of that recommendation, URC will receive compensation as scheduled below.

III. CALCULATION OF SAVINGS AND COMPENSATION TO UTILITY REVIEW CONSULTANTS LLC

CLIENT agrees to compensate URC as follows:

A. No fees will be due URC unless and until actual utility cost savings occur.

B. URC will receive fifty percent (50%) of savings which are created by URC's efforts for a period of thirty-six (36) complete billing months following the creation of that savings.

C. URC will receive fifty percent (50%) of any refunds received as a result of URC's efforts.

D. URC will calculate (1) what the cost of the utilities would have been without URC's efforts compared with (2) the actual cost. The difference between (1) and (2) above is defined as the savings for that month. A statement will be presented to CLIENT, which will be payable to URC on receipt.

IV. MISCELLANEOUS

A. Nothing in this Agreement shall be deemed to limit or abridge the right of CLIENT to change its business operations in such a manner as it shall, at its sole discretion, deem necessary or appropriate to the conduct of its business, regardless of the effect such change shall have on its consumption or cost of utilities.

B. Parties To Be Bound: This Agreement shall be binding upon the parties hereto and their respective heirs, successors, and assigns including related entities.

C. Amendments and Modifications: Modification of or amendment to this Agreement shall be in writing and signed by both parties hereto.

D. URC is hereby authorized to act as CLIENT's agent in obtaining billing information from Utility Companies and/or Taxing Agencies.

E. If a credit or refund occurs after the signing of this agreement that was not specifically exempt by CLIENT, credit or refund will be considered due to URC's efforts and will be shared as stated above in Section III. CLIENT agrees to notify URC of any such credit or refund.

Firm Name: _____

Address: _____

By: _____

City, State, Zip: _____

Name: _____

Telephone: __(_____)_____

Title: _____

UTILITY REVIEW CONSULTANTS LLC

By: _____