

AGREEMENT

We hereby authorize Commercial Utility Consultants, Inc. (CUC) to analyze the rates, tariffs, discounts, riders and total charges that apply to our utility billings and to submit recommendations for possible credits and/or refunds.

In lieu of any retainer fee for this analysis, we agree to pay Commercial Utility Consultants, Inc. as follows:

- 1 - Fifty percent (50%) of any refund or credit resulting from your analysis. Payment will be made within thirty (30) days of receipt of such credit or refund.
- 2 - All recommendations are subject to our approval prior to CUC initiating a refund recovery. We have no obligation to accept a recommendation presented by CUC. CUC shall only be paid for credits and/or refunds resulting from recommendations which we choose to implement.
- 3 - We may terminate this agreement at any time provided that we compensate CUC according to the terms of this agreement for any credits or refunds received
- 4 - The parties agree to act in good faith and to deal fairly with each other under this agreement. CUC agrees to maintain the confidentiality of our billing information and we agree to maintain the confidentiality of CUC's recommendations.

FIRM NAME:

**AUTHORIZED
SIGNATURE:** _____

TITLE: _____

DATE ACCEPTED _____
COMMERCIAL UTILITY CONSULTANTS, INC.

BY: _____

TITLE: _____