



PACIFIC UTILITY AUDIT, INC.

20865 State Route 88, Suite A
Markleeville, California 96120-9556
(530) 694-2559 • FAX (530) 694-2569
puainc@yahoo.com

Business Contract

CLIENT: _____
ADDRESS: _____

CONTACT: _____
EMAIL: _____
TELEPHONE: _____

*PLEASE RETURN SIGNED WHITE COPIES OF CONTRACTS, ALONG WITH PROPERTY MAP, IF AVAILABLE, AND COPIES OF MOST RECENT 3 - 12 MONTHS' UTILITY BILLS. THESE MATERIALS ARE NECESSARY FOR US TO BEGIN THE AUDIT.

I. SCOPE AND CONDITIONS

The undersigned, hereinafter called **CLIENT**, having entered into an agreement in writing this date with **PACIFIC UTILITY AUDIT, INC.**, hereinafter called **PUA**, to serve as consultant for the undersigned, in connection with the following UTILITY bills:

- | | | | | | |
|----------|----------|-----------|--------|-------------|--------------|
| 1. Water | 2. Sewer | 3. Refuse | 4. Gas | 5. Electric | 6. Telephone |
|----------|----------|-----------|--------|-------------|--------------|

PUA agrees to examine **CLIENT'S** utility and telephone accounts for the purpose of determining OVERCHARGES which may now exist, or have existed on previous billings. **PUA** will prepare documentation deemed necessary to negotiate with the proper UTILITY COMPANY(S) and TELEPHONE COMMUNICATION COMPANY(S) to have OVERCHARGES removed and to obtain REFUNDS and/or CREDITS for PAST OVERCHARGES, or rate reductions/error corrections for FUTURE SAVINGS.

II. RECOVERED CHARGES

CLIENT agrees to pay **PUA** fifty (50%) percent of all recovered utility overcharge that **CLIENT** receives in the form of REFUND(S) or CREDIT(S). Payment shall be due within thirty (30) days from the date the CREDIT first appears on **CLIENT'S** utility billing or thirty (30) days from receipt of REFUND. Shall payment not be received by **PUA** within thirty (30) days from the date the REFUND or CREDIT is received by **CLIENT** or appears on **CLIENT'S** billing, **CLIENT** will be considered delinquent, and subject to any provisions below.

III. FUTURE BILLING REDUCTIONS

In the event **PUA** is successful in obtaining a REDUCTION in **CLIENT'S** utility bills, whether by correction of error(s), rate changes, meter changes, changes in billing or nay combination thereof, during the contract term, that shall manifest in FUTURE UTILITY SAVINGS, **CLIENT** agrees to pay **PUA** fifty (50%) percent of the UTILITY SAVINGS FOR A THIRTY-SIX (36) month period beginning the date the utility savings FIRST appears on **CLIENT'S** bills. **CLIENT** agrees to send requested future utility bills to **PUA**, if necessary, for calculation of fees owed to **PUA**. ALL FEES are due and payable within thirty (30) days of such appearance.

IV. ACCELERATION CLAUSE AND INTEREST

Should **CLIENT'S** account become DELINQUENT, **PUA** may, with proper written notice to **CLIENT**, demand that all fees earned by **PUA** are now due and payable. This includes fees for all past, present and future earned fees. **CLIENT** agrees to pay interest at a rate of 1 1/2% per month on any delinquent account balance.

V. TERM

The term of this agreement shall be ONE (1) year form the date of acceptance and shall continue thereafter for consecutive ONE (1) year periods, unless cancelled by written notice at least NINETY (90) days prior to the beginning of any renewal period, return receipt requested.

VI. COOPERATION

CLIENT shall give full cooperation to **PUA** in completing any forms and providing required information, as well as copies of appropriate documented backup, in a timely manner, including but not limited to utility bills, utility company authorization forms, credit or refund documentation, and/or any related correspondence from whatever source received with regard to **CLIENT'S** utilities.

VII. ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this contract, or the breach of, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs in an amount allowed by law.

VIII. ACKNOWLEDGMENT

CLIENT acknowledges that he/she has read and fully understands all of the terms and conditions of this agreement before signing, and has received a copy of this agreement upon execution thereof, and is the legal agent for client.

Executed At: _____.

Agreed to and Accepted this: _____ day of _____, 20 _____.

PACIFIC UTILITY AUDIT, INC.:
BY: _____
TITLE: _____

CLIENT:
BY: _____
FOR: _____



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Statement of Policy

Addendum to Business Contract

The undersigned, hereinafter called **CLIENT**, having entered into an agreement in writing this date with **PACIFIC UTILITY AUDIT, INC.**, hereinafter called **PUA**, to serve as consultant for the undersigned, agree to the following:

1. **PUA** only represents its **CLIENTS** on an exclusive utility auditing agency contract.
2. **PUA** is compensated if results are obtained by credit, refund and/or reduction of any future utility bills as a direct result of **PUA's** utility audit.
3. **PUA** signs its **CLIENTS** on a term contract in the future. **PUA** is also able to go back to the utility and telephone companies as back as the Statute of Limitation allows for credits, refunds or utility bill reductions.
4. There is no case that is ever final. If something new appears with regard to **CLIENT'S** utility bills, **PUA** can go in for additional credits, refunds, and future utility billing reductions during the contract term.
5. The main purpose of monitoring future utility and telephone bills is to make sure that all future bills are correct. Unless there are specific utility bills that **PUA** needs in order to calculate actual utility savings to **CLIENT** as a result of **PUA's** utility audit, it is the **CLIENT'S** option to continue to send **PUA** their utility bills each month for review.
6. **PUA's** technicians and staff spend whatever time is necessary on the utility bills submitted to them by the **CLIENT** to obtain the best results for the **CLIENT**. It is generally 180 days for a Preliminary Utility Analysis report to be completed and sent to the **CLIENT** after the start date of the utility audit.
7. Cooperation from the **CLIENT** is required so that **PUA** can obtain the best possible results in the quickest amount of time, so that no time is wasted by either side.
8. All telephone and utility bills will be prepared and presented to the utility and telephone companies by **PUA's** technicians and staff. All negotiations for recover of overcharges and/or reductions in future utility bills will be handled by **PUA's** technicians and staff.
9. **PUA** expects its **CLIENTS** to pay in a timely manner, within 30 days after billing takes place for utility savings, or within 30 days after billing takes place for refunds or credits.
10. All utility and telephone bills must be paid at all times by the **CLIENT**, even if **PUA** is representing you in a dispute with the utility or telephone company.
11. **PUA** will keeps its **CLIENTS** apprised of the results they find on an on-going basis, and summarize their findings in the Preliminary Utility Analysis report, which is sent to **CLIENT** upon completion of the utility audit.
12. **PUA** must have permission to have on-site inspections of the **CLIENT'S** property(s) when necessary.
13. Due to the time lapse between the date **CLIENT** signs contract and the date that **PUA** can start to invoice **CLIENT** for any utility savings, the Contract Term and the Future Billing Reductions Term of the Business Contract do not run concurrently.

CLIENT: _____ **DATE:** _____

PUA: _____ **DATE:** _____



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Authorization Form

DATE: _____

CUSTOMER: _____

TO: _____

ADDRESS: _____

ACCOUNT NUMBER: _____

Dear Sirs:

PACIFIC UTILITY AUDIT, Inc. is hereby engaged and authorized to act as agent and consultant for the undersigned in all matters pertaining to our telephone or utility account(s) with your company. We request that you provide *PACIFIC UTILITY AUDIT, Inc.* with billing records, equipment records, service records or any additional information deemed necessary by *PACIFIC UTILITY AUDIT, Inc.* to adequately audit our account(s). This Letter of authorization is valid through _____.

AGREED:

Signature

Title or Position

DATE: _____

Telephone

APPROVED: "PACIFIC UTILITY AUDIT, Inc."

BY: _____

TITLE: _____

DATE: _____