

AGREEMENT

State of _____ County of _____
This agreement is made this _____ day of _____, 200____, by and between _____
hereinafter referred to as Client, and _____ hereinafter referred to as Auditor.

I. Purpose and Duration of Agreement

The purpose of Agreement is to state the terms and conditions under which Auditor is to provide Client with consulting services designed to obtain rebates and reductions in the areas of Utilities, and Telephone Expenses. The duration of this Agreement shall be for one year, but will automatically renew on a month to month basis. After the initial term, either party may terminate this agreement with a 30 day written notice however, any fees due Auditor 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

Auditor will review the way that client purchases Utilities, and Telephone Expenses. Auditor will advise Client of any cost saving actions that may be implemented or any overcharges that may have been paid by Client. When an error has occurred on Clients invoices, the Auditor will endeavor to collect on behalf of the Client the amount of such overcharge. Auditor will summarize, in writing, all available cost saving actions. The method of measuring and/or calculating the savings will be clearly stated in the written summary. Should the implementation of any action require the client's participation, and that action is delayed for any reason, Auditor will receive compensation based on actual savings whenever that action is implemented.

III. Client agrees to compensate Auditor as follows:

A. Auditor will receive a fifty percent (50%) share of all the rebates/refunds received as a result of Auditor's efforts.

B. Auditor will receive a percentage share of all the savings which are created by Auditor efforts based on the following schedule:

50% of the first 24 months of actual savings payable monthly

C. Each billing month, Auditor will obtain billing invoices via the vendor Internet portal to calculate the savings amounts. In the event Auditor cannot access the Client's invoice via the vendor, the Client will mail or fax copies of its utility bills that pertain to Auditor actions implemented within 10 days of the receipt of the bill. Auditor will calculate what the costs would have been without Auditor's efforts and compare them to the actual costs. The difference is defined as the savings for that month. A statement will be presented for verification to client and payable upon receipt.

D. Client agrees that its Utility and Telephone services are currently not under cost reduction evaluation by Client or any Third Party. Client also agrees that all savings identified by Auditor and implemented by Client will be eligible for full payment as defined in section III A and B above. Any item that is to be excluded from Auditor's efforts will be identified by Client as an attachment to this agreement prior to the start of the audit. If an item is not excluded in writing prior to the audit and savings are obtained by Client on that item, full compensation will be due Auditor as stated within the terms of this Agreement.

IV. Miscellaneous

A. Nothing in the Agreement shall be deemed to limit or abridge the right of Client to change its business operations in such a manner as it shall, in 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 operations.

B. Parties to be bound: This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

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

D. Auditor is hereby authorized to act as Client's agent in obtaining billing information from Utility Companies, Taxing Agencies, and other sources as required.

Client: _____

Auditor: Expense Reduction Advisors, LLC

By: _____

By: _____

Title: _____

Title: _____