

A **MERICAN**
U **TILITY**
B **ILL**
A **UDITORS, Inc.**
WE WORK FOR YOU!!!!



NEW CLIENT OPPORTUNITY

YOUR COMPANY NAME

OUR PRIMARY BUSINESS

AUBA provides tariff rate analysis for ALL utilities as well as telecom and energy efficiency surveys with complete and detailed reporting. Management reports generated by AUBA will enable organizations to compare existing equipment and annual costs with proposed solutions for efficient and cost- saving alternatives.

The complexity and technical nature of the utility services and bills make it almost impossible to determine whether charges are correct. AUBA will review all utility bills to determine the existence of the following discrepancies:

- * Paying for the wrong type of service
- * Paying for non-existing service
- * Paying under the wrong tariff rates

American Utility Bill Auditors, Inc.

AUBA is an organization dedicated to lowering your ongoing telecommunications, electrical and other utility service billings.

Typically, expenses are lowered without making changes in your telecommunications system, or without disconnecting or changing telephone equipment or service and without changing long distance carriers.

OVERCHARGES ELIMINATED

We eliminate monthly charges for service and equipment that have been erroneously billed and we identify that the lowest applicable tariffs are applied to the service and equipment you have. Once we identify areas of cost reduction, we apply for refunds for the appropriate periods of time and arrange for corrections to reduce your ongoing UTILITY expenses.

COMPANIES ARE NOT AWARE OF OVERCHARGES

Even the most sophisticated companies are not aware when they have been overcharged by the utility company. The complexity and technical nature of utility service and it's related bills make it almost impossible to determine whether bills are correct.

Our Audit will determine the following discrepancies:

1. Paying for the wrong type of service.
2. Paying for the non-existing service.
3. Paying for wrong tariff rates.

Over 95% of our clients have experienced a reduction and/or refunds due to our uncovering over-billings.

Scope of Service

A. Analyze each utility invoice for each location / exchange.

American Utility Bill Auditors will review every rate for every item billed to determine if it is billed in accordance with prevailing tariff regulations. AUBA maintains an up to date tariff library.

B. Perform a physical inventory of equipment at each location.

The inventories will be done for each individual billing location. The inventory will include all Central Office Services and terminal equipment found at each location. Each rate class will be identified and proper analysis determined, if the right class of service has been classified.

C. Reconciliation.

This is done by comparing the inventory with the appropriate Customer Service Record. This will result in a list of services billed that could not be found and services found that are not billed. At this time, we utilize our tariff library to determine if the items that are billed and found are being billed in accordance with prevailing tariff regulations. This will result in a discrepancy list.

D. Claims.

All billing discrepancies will be submitted to the appropriate utility with a copy to your company. The utility will then set up a date with us to verify our complaint. Upon verification we will request the vendor to correct the bill immediately. This will correct the bills immediately, while we continue our research to determine when the over-billings began. Our client and local utility (The local provider, and long distance vendors, energy providers, water and waste companies) records are utilized to establish the date of calculation for refunds.

The purpose of our audit is to reduce your monthly service costs without sacrificing what you have come to expect, plus we make certain you are paying for the correct services ordered. If overcharges or savings are identified by us, or with your Utility provider through our audit process, we will first notify and explain our findings in detail with your assigned team contact for approval and then proceed to pursue the refunds, and achieve savings.

TIME AND ACTION PLAN

To give you the client, a time and action plan, the following sequence of events should take place. Once we have a signed Utility Monitoring Agreement (UMA), Letter of Authorization (LOA) and necessary account billing numbers (latest copy of your most recent bills) and Utility Company contracts, if applicable, are sent to us, we can then start our audit:

- RECORDS:** We send the signed letter of authorization to the Utility Companies (Telephone, Electric, Water, Gas, Waste Companies, HVAC vendor, Delivery Services) and request the latest customer service records for those account numbers we are authorized to investigate. This normally takes 6-8 weeks.
- INVENTORY:** Once these above records are obtained, we may possibly contact you to set up our field inventory phase. The lead time is approximately two weeks. Depending on the size of your system, we will send our team to complete the inventory within 6-8 weeks.
- RECONCILIATION:** We then compare our inventory to the items charged on the bills. We will then compare OUR INVENTORY TO THE ITEMS CHARGED ON YOUR BILLS. We will then compare tariff rates and mileage charges, rate class codes, etc. to determine over billing. This will take approximately 6-8 weeks.
- REPORTING:** If utility company overcharges DO exist, we will then present them to the appropriate utility companies to confirm. This part of our job will vary in time from 1-2 days to a few months, depending on the size and type of discrepancy. Once the overcharges are confirmed, we get the utility companies to correct the bills so the overcharges are taken off the next billing period.
- REFUND OR CREDITS:** AUBA then negotiates the date each item in error started to be billed. We will determine with the Utility companies the total refund amount and interest, if applicable under tariff, and ask for a check to be sent to your company.
- BILLING:** We must prove that the monthly reduction has been applied, that is, by showing that the discrepant items were taken off the bill. We also have to show that any credits were applied to the bill or a check was obtained by you. Only then will we render a bill.

UTILITY MONITORING AGREEMENT

Between

And

AMERICAN UTILITY BILL AUDITORS, INC.
PO Box 970145
Boca Raton, Florida 33497-0145
(561) 852-1872 X 301(Admin) / FAX (561) 477-3100
E-Mail: Admin@WeLookToSaveYouMoney.com

YOUR COMPANY NAME

I. The undersigned or any affiliates, hereinafter called CLIENT, have entered into an agreement in writing this date with AMERICAN UTILITY BILL AUDITORS, INC., hereinafter called AUBA, to serve as their utility auditing professionals for the undersigned, concerning the following UTILITY bills or area of review:

- 1. Telephone/Communication 2. Electric 3. Water & Sewer 4. Gas 5. Waste/Stream 6. Stranded Assets 7. HVAC Review 8. Delivery Services

AUBA makes no guarantee as to the amount of recovery and/or savings if any at all exists.

II. AUDIT PROCESS

AUBA agrees to examine CLIENT's utility accounts. AUBA will coordinate with the utilities and determine the proprietary audit methods, if monthly services are being OVERCHARGED, and if inefficient services or tariff violations may now exist, or have existed on previous billings. AUBA will request and prepare in its discovery, all documentation deemed appropriate to negotiate (if necessary) with the proper UTILITY COMPANY (S), TELEPHONE COMMUNICATION COMPANY (S) or Regulatory Authorities to have OVERCHARGES removed, in the form of REFUNDS and/or CREDITS. In addition, after AUBA submits reviewed findings to CLIENT in our written audit update report (s), by specific issues, information can be used to request REFUNDS or seek to reduce future billing (s) approved by CLIENT.

III. RECOVERED OVERCHARGES

CLIENT agrees to pay AUBA Fifty Percent (50%) of ALL RECOVERED OVERCHARGES in the form of REFUND (S) or CREDIT (S), billed upon Clients receipt of refund check or of Utility's invoice reflecting the credit(s). Where there is NO refund / credit or there is NO reduction in the monthly utility charges, there is NO FEE!

IV. FUTURE BILLING REDUCTION (Savings)

In the event AUBA is successful in obtaining a REDUCTION in CLIENTS BILLINGS, whether by correction of billing error(s), rate(s), tariff changes, meter changes, inefficient mechanical and electrical systems, or any combination thereof, that shall manifest in FUTURE SAVINGS, CLIENT agrees to pay AUBA Fifty Percent (50%) of the ACCUMULATIVE SAVINGS FOR the Thirty six (36) Months period beginning the date the savings FIRST appears on CLIENT bill. Client may prepay the entire estimated savings at once or may pay quarterly during the contract term after the actual savings are realized.

The CLIENT is under NO obligation to carry out any recommendations. In the event the recommended changes are carried out by the CLIENT, or AUBA with the CLIENTS prior approval, AUBA is entitled to compensation, at the rate of Fifty Percent (50%) of the monthly reduction(s) over the same period as above, beginning with the first month the reduction becomes effective and realized. If CLIENT declines to carry out proposed cost savings recommendations by AUBA, then CLIENT must do so in writing. If, within 2 years of the date of the written notice presented to AUBA, the CLIENT performs the recommended changes or a portion thereof, then the CLIENT is subject to the AUBA compensation arrangement described above.

V. PROCESSING FEE:

In conjunction with this agreement, AUBA may require a ONE TIME PROCESSING FEE of (\$ Waived) ZERO in certain cases of complex reviews.-

VI. TERM

This agreement shall remain in effect through the completion of the following:

- (A) Client agrees to respond with initial issue and follow-up issues, if any, to AUBA within (20) working days from date of audit reports.
- (B) All documented and presented audit issues to CLIENT provided by AUBA have been resolved
- (C) Recovery of funds or credits from the utilities have been received by the CLIENT and settled with AUBA in accordance to the above agreement.
- (D) AUBA has notified CLIENT in writing that NO recoveries or credits will be made or forth coming.
- (E) Access to CLIENT's utility records for at least 2 years after the completion of the above, for review of post audit tariff activity & potential savings.
- (F) During the term of this agreement, should any in house review or any other business or entity conduct a similar analysis or audit, we are still entitled to the same percentage of refunds and savings as stated above from such an analysis.**

_____ [Please initial if no items are to be excluded from the audit.]

(G) CLIENT acknowledges by initialing the above section VI (F). NO negotiations are currently underway between CLIENT and any of its utility suppliers.

VII. BASIC INFORMATION:

Client shall give its full reasonable cooperation to AUBA in completing any forms and providing information, and copies of appropriate documented backup, in a timely manner. During the term of our utility monitoring agreement, and for a period of two (2) years thereafter, each party shall retain confidentiality and require it's directors, officers, employees, consultants, representatives, employer's, principals and agents to retain in confidence any and all proprietary information of the other. "Proprietary information" shall mean any information obtained from either party in the course of performance of the Utility Monitoring Agreement. The parties agree that each party's proprietary information constitutes trade secrets and that the disclosure thereof in contravention of this agreement would constitute an unfair trade practice and material breach of this Agreement.

Client hereby represents and warrants that they have full written authority to act for and bind the corporation to this Agreement and further, that (i) there are no contractual or legal restrictions to their executing this Agreement on the corporation's behalf.

VIII This agreement shall be governed by and construed by the laws of the State of Florida, with exclusive venue being Palm Beach County, Florida. Client agrees to pay AUBA reasonable attorneys' fees in the event that amounts due under this agreement are collected by or through attorneys. All payments are due within 30 days from the date billed. All payments thereafter are subject to a late charge in the amount of 1.5% interest per month, for each month that the invoice is past due.

The above represents the ENTIRE agreement and understanding between the parties and NO prior representation oral or written are incorporated in this agreement

Agreed to and accepted this _____ day of _____, _____.

AMERICAN UTILITY BILL AUDITORS, INC.

AUBA: President _____ BY: CLIENT _____ X -Authorized to SIGN for Client

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Boca Raton, Fl 33497-0145
Office 561-852-1872 x 301 / Fax 561-477-3100
E-Mail: Admin@WeLookToSaveYouMoney.com

AUTHORIZATION FORM

TO : _____
(Name of Utility Company)

Please leave blank business card attached

AMERICAN UTILITY BILL AUDITORS, Inc. is hereby engaged and authorized to obtain from you all account information to file refund applications, to inquire regarding status, and to receive any information relating to adequately auditing our account, and to process refunds to which the undersigned may be legally entitled.

AMERICAN UTILITY BILL AUDITORS, Inc. :

Authorized Agent

CLIENT:

Authorized Representative of Organization:

Signature of Officer:

Signature & Title

Date

***** PROFESSIONAL AUDITING SERVICES *****

American Utility Bill Auditors, Inc.
PO Box 970145
Boca Raton, Florida 33497-0145

Attention: Mr. Len Garvin, President, Certified Utility Auditor

This confirms our appointment of your firm as our utility consultant to act in our behalf in all matters concerning our utilities facilities with such companies:

Telecommunications:

Local _____

Long Distance _____

Other (Equipment & Service Contracts) _____

Utilities:

Electricity _____

Water & Sewer _____

Gas _____

Waste _____

Federal Identification Number: _____

You are granted the privilege of access to information regarding our utility billing. You are authorized to request equipment and pricing information on central office lines, long distance lines (WATS, FX, TIE lines, T1 etc.) equipment, call information and such. All contacts are to be with you, this does not preclude our intervention.

We authorize _____ and its affiliated _____ companies to have access to and to use information about my local telephone service arrangements and to access all my Customer Proprietary Network Information (CPNI). At the conclusion of the audit, _____ will be notified in writing to reinstate CPNI.

We understand that when our customer billing and service records are released to you that all utility providers have no authority to control the future use of this information. Therefore, we release all utility providers from any and all liability that may arise out of your possession of these records.

We look forward to a continuing relationship with a view to improve our utilities and saving money.

Sincerely,

Your COMPANY NAME

Please Send Back To Our Office The Following To Immediately Begin The Audit

- (1) Please Sign the Utility Monitoring Agreement - UMA
(Remember to initial Section Vi Item (F) if **NO** items are to be excluded from the audit---or attach a list of exclusions.
Executed copy will be sent back to your office for your files.
- (2) Please sign the Letter of Authority (LOA) form-
this form will allow AUBA, inc. to get the Customer Service Records (CSR) from the utility companies.
- (3) Send at least one (1) month's worth of copies of your utility bills, including long distance bills and **equipment and service contracts**, local exchange carriers, electric, water/sewer, waste, LP/natural gas, HVAC inventory (nomenclatures-pictures) and maintenance agreements.
- (4) Include your **Federal Identification Number** for retrieval of your utility bills over the internet.