



AGREEMENT between **EnergyRebate Inc. ("EnergyRebate")**, a Massachusetts corporation with an address of 29 Carriage House Path, Ashland, MA. 01721 and \_\_\_\_\_ ("Client"),

with a service address of \_\_\_\_\_.

The Client hereby retains EnergyRebate to conduct an audit of the Client's electric, gas, oil and propane bills to determine if there may be rebates due to the Client for prior utility service or savings that may be available to the Client for subsequent service.

Depending on the results of the audit, EnergyRebate shall prepare the documentation necessary to process with the Client's energy suppliers and distributors any credits, refunds or adjustments that may be due to the Client. The Client hereby authorizes and appoints EnergyRebate as its agent to act on its behalf with respect to the Client's bills from all energy suppliers and distributors furnishing service to the Client and to collect any refunds that may be due to the Client from all suppliers and distributors.

Should the Client receive any rebate(s) from any energy supplier or distributor as a result of EnergyRebate's audit services, in either the form of a payment or credit, the Client shall compensate EnergyRebate in an amount equal to 50% of all rebates so received. Additionally, Client agrees to reimburse EnergyRebate for all fees charged by any energy supplier or distributor to process any rebates. If as a result of EnergyRebate's audit services, the Client reduces its charges for subsequent service, the Client shall be entitled to all future savings received with no additional compensation due EnergyRebate.

EnergyRebate shall invoice the Client for all compensation to be paid to EnergyRebate in connection its services. Payment of invoices shall be due immediately upon receipt by the Client.

Either party may terminate this Agreement, with or without cause, at any time, by giving the other party thirty (30) days prior written notice of its intention to do so. The Client shall continue to be obligated to pay EnergyRebate for any rebates to the Client after the termination hereof, if such rebate is the result of the audit conducted by EnergyRebate.

EnergyRebate makes no representations, promises or warranties of any kind with respect to the audit services and the results thereof. In the performance of its services hereunder, EnergyRebate shall be acting as an independent contractor. EnergyRebate shall not be liable for any billing errors or overcharges for which its audit does not discover.

This Agreement is the entire understanding of the parties and shall be governed by the laws of Massachusetts. IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of \_\_\_\_\_, 2010.

\_\_\_\_\_  
*Client Name*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*"Printed" Name* *Title*

**EnergyRebate, Inc.**

\_\_\_\_\_  
*EnergyRebate Representative*