

# Utility Audit Proposal Summary

## What is needed for an Audit?

1. One bill copy per account  
If the client has online access to their utility invoices, they can provide the login information and TruPowur will pull the historical usage and bills online.
2. Copy of any supplier agreements
3. Signed letter of authorization & audit agreement

## The No-Obligation Utility Audit

TruPowur is only compensated on the findings the client chooses to move forward with. When findings are uncovered, we will present a finding report to the client. The client then has the option to choose which findings they want TruPowur to implement. We will not receive compensation on findings that the client does not move forward with. In return, TruPowur is only compensated on findings the client approves and actually receives. As a result, our audit team is incentive-driven to maximize refunds & reductions and present findings in a clear, easy-to-understand format.

## Audit Compensation

Within our finding reports, there will be two types of findings presented: Refunds & Reductions

**Refunds-** 50% of any refunds/credits obtained by the customer, as based on the results of the audit (Ex., \$1,000 refund, TruPowur sends an invoice for \$500).

**Reductions-** When any savings recommendations are implemented as a result of the audit, we will receive a 50% share of the savings monthly for the first 24 months of actual savings. (Ex., A reoccurring charge of \$25 was removed from an account. We'll ask for \$12.50 a month, billed on a monthly basis, for 24 months and then the client keeps the savings forever)

If nothing is found or the client does not move forward with any findings presented, there is no fee charged to the client for the audit. We are purely contingent-based.



AGREEMENT

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_, 202\_\_, by and between \_\_\_\_\_, (“Client”) and TruPowur, Inc. (“Auditor”).

I. Purpose and Duration of Agreement

The purpose of this 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 (collectively, “Utilities”). The duration of this Agreement shall be for one year but will automatically renew on a month-to-month basis after such period. After the initial term, either party may terminate this agreement with a 30-day written notice, however, any fees due Auditor shall continue to be due and owing after expiration of this period, as stated below. In consideration of the mutual promises contained within this Agreement, and intending to be legally bound hereby, the parties agree to the following.

II. Services to be Performed

Auditor will review the way that client purchases Utilities and incurs such 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 Client’s 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 calculating the savings will be stated in the written summary. Client shall execute a letter of authorization to be provided to its Utility providers by Auditor (“LOA”). Client hereby authorizes Auditor to act as Client's agent in obtaining billing information from the Utilities, taxing agencies, and other sources as necessary. In acting as Client’s Agent, Client acknowledges that Auditor will use the executed LOA to create separate LOAs for each Utility, including with respect to adding account numbers. 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. Auditor Compensation

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’s 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 shall 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 hereof. 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

Nothing in the Agreement shall be deemed to limit the right of Client to change its business operations in such a manner as it shall, in its sole discretion, deem appropriate to the conduct of its business, regardless of the effect such change shall have on its consumption or cost of operations. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Modification of this Agreement shall be in writing and signed by both parties hereto. Each party agrees to indemnify, defend and hold harmless the other party and its officers, employees, representatives, agents and affiliates from and against all losses, damages, judgments, penalties, fines, costs and/or expenses of whatever kind (including reasonable attorneys’ fees) arising out of or resulting from any breach of this Agreement. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. Any action or proceeding by either party to enforce this Agreement shall be brought in the state or federal courts located in Collin County, Texas. In the event Client fails to make full payment on any monthly statement presented by Auditor in accordance with Section III hereof within 120 days of receipt of such statement, Auditor may declare the entire amount of the estimated savings for the initial 24 month period pursuant to Section III(A) and (B) immediately due and payable, and Client hereby agrees to pay the same to Auditor immediately.

Client (Insert Name)

\_\_\_\_\_

Auditor:  
TruPowur, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name:

Print Title: \_\_\_\_\_

Print Title:

Rep \_\_\_\_\_



Please return forms and bill copies to

Email: audit-support@trupowur.net

Thank you for the opportunity to verify your Utility and Telecommunications invoices! We are honored to have you as a client. Our objective is to provide you with a thorough and timely audit of your invoices to ensure accuracy and cost efficiency.

**INFORMATION SHEET**

<b>Company Name:</b>	<b>Phone:</b>
<b>Billing Address:</b>	
<b>Industry:</b>	<b>Fax:</b>

**REQUIRED INFORMATION**

**\*PLEASE INCLUDE FULL BILL COPY**

<b>Documents Required:</b> (One Bill Copy Per Account)	<input type="checkbox"/> Gas Bill	<input type="checkbox"/> Gas Supply Contract	<input type="checkbox"/> Merchant Service Statement
	<input type="checkbox"/> Electric Bill	<input type="checkbox"/> Electric Supply Contract	<input type="checkbox"/> Telephone Bill <input type="checkbox"/> Telecom Agreement
	<input type="checkbox"/> Water / Sewer Bill		<input type="checkbox"/> Cellular Phone Bill
	<input type="checkbox"/> Cable Bill		<input type="checkbox"/> 501c3 Certificate & DR-14
	<input type="checkbox"/> Customer Agreement		<input type="checkbox"/> Customer Authorization
	<input type="checkbox"/> State Tax ID:		<input type="checkbox"/> Waste Disposal
	<input type="checkbox"/> Federal Tax ID:		*Please provide a copy of any telecom or energy supplier agreements.

If multiple IDs, please note: \_\_\_\_\_

**Company Contacts**

Who should we contact at your company with Questions?

Name & Title/Role	Phone	Email
<b>Billing Contact:</b>		

**Online Access**

Online Log-Ins

Utility:	Username:	Password:

Please List all billing issues currently under Review to be excluded from the audit, if any:

Utility:	Account:	Issue:

To ensure your audit and savings are delivered in a timely manner, we ask that you:

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

- 1) Identify all pre-existing investigations or negotiations regarding any account that should be excluded from the audit before the audit begins
- 2) Provide a response to our emails, phone calls, etc. within five business days
- 3) Provide a response to our Audit Savings Opportunities within five business days
- 4) Communicate vendor inquiries received during your audit to our audit staff
- 5) Prompt payment of our invoices-invoices are due upon receipt

Letter of Authorization

To Whom It May Concern:

Permission is hereby granted to TruPowur, Inc. to act as our agent and to have copies of the billing history, agreements, and Customer Service Records for the account number(s) shown below. This authorization will remain in effect for a period of 24 months and continue on a month-to-month basis until canceled.

Audit Company: TruPowur, Inc.

Auditors Name(s): Vincent DiMaio  
Ryan Small  
Alisa Ellis  
Emmanuel Lelekis

I maintain that I have the authority to sign on the behalf of the referenced business.

Sincerely,

\_\_\_\_\_  
(Sign)

Name:

Title:

Date:

Federal Tax ID # \_\_\_\_\_