



# TEXAS ENGINEERING SERVICES

*Integrity – Innovation – Value*

Registered Engineering Firm No. 12165 by the Texas Board of Professional Engineers and Land Surveyors

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

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

1. Texas Engineering Services (TES) will review the utilities/bills for all locations of the undersigned to identify opportunities to reduce costs. All recommendations shall be made in writing and are subject to approval. When any recommendation is implemented, either by the undersigned or by TES, it shall be considered approved.
2. If TES is unsuccessful in obtaining refunds/credits or cost reductions, there shall be no fee due.
3. The undersigned agrees to pay TES 50% of all refunds or credit adjustments and 50% of each and any continuing savings that occur from approved recommendations, each for a period of 60 months from the time savings first appear on utility bills.
4. The undersigned agrees to allow TES to access all utilities/bills and renew any “Letter of Authorization” allowing TES access to bill copies and other required account information directly from utility providers for the initial review and throughout the billing period.
5. Each month, TES Utility Consult will invoice the undersigned for any refunds and savings received as a result of recommendations made. Payment to be Net 30 late fee of 1.5% after 30 days of any unpaid balance.
6. This agreement will continue to renew for consecutive twelve-month periods unless cancelled in writing. In the event of default, attorney fees along with court and collection costs will be charged. This agreement is binding on successors or assignees.
7. As an authorized agent of the listed company or organization, I accept the foregoing agreement.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_