

**Corporate Offices:**  
**BUFFALO - NEW YORK**  
2216 Kensington Avenue  
Kensington Avenue  
at Saratoga  
Buffalo, NY 14226  
(800) 499-8599  
(716) 839-4402  
Telefax (716) 839-4452

**Branch Offices:**  
**CALIFORNIA**  
398 E. Carob Ave.  
Fresno, CA 93654  
  
Post Office Box 550700  
So. Lake Tahoe, CA 96155

**FLORIDA**  
1713 Whitehall Drive  
Suite 203  
Davie, FL 33324  
(954) 477-7073  
  
Post Office Box 14192  
Ft. Lauderdale, FL 33302

2330 Warbler Circle  
Lakeland, FL 33810

**HAWAII**  
Post Office Box 25  
Papaikou, HI 96781

**NEW YORK**  
Rockefeller Center  
Post Office Box 3968  
New York, NY 10185  
(212) 699-0621

Post Office Box 147  
Williston Park, NY 11596  
(516) 746-0992

31 Hidden Valley Road  
Rochester, NY 14624

**TEXAS**  
6418 Eckhart Rd. #3101  
San Antonio, TX 78240

**VIRGINIA**  
325 East Bayview Blvd.  
Suite #201  
Norfolk, VA 23503  
(757) 932-1414

e-mail:  
[save@troybanks.com](mailto:save@troybanks.com)

internet address:  
[www.troybanks.com](http://www.troybanks.com)

**Agreement**

This Agreement is entered into as of \_\_\_\_\_ between Troy & Banks, Inc. ("TB") and \_\_\_\_\_ with an address at \_\_\_\_\_ (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct an audit or survey of Client's gas, electric, telecommunications and water/sewer utility ("Utility") service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 30% of all monies refunded or credited to the Client.
3. Future Cost Reductions - For any reductions in future costs for electric, gas, telecommunication and water services resulting from TB analysis, the fee is 30% of the amount saved each month for 24 months. TB will document actual monthly savings obtained by analysis of tariff cost applications.
4. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. **If Client does not receive refunds, credits, or reductions in future billings, there will be no fee for TB services.**
6. This Agreement sets forth the entire understanding and agreement between the parties.

[Client Name] \_\_\_\_\_

Troy & Banks, Inc.

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

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

Thomas T. Ranallo, President

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

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

Telephone: \_\_\_\_\_

Telefax: \_\_\_\_\_