



BENCHMARK SURVEY AGREEMENT

This Benchmark Survey Agreement ("Agreement"), dated _____, 20____, is entered into by and between **Eco Zero LLC** ("Company"), with a principal address at 856 Gate Way, Hillside, New Jersey 07205, and, _____ (individually and/or jointly hereinafter referred to as "Client(s)"), with a joint address at _____.

WITNESS

WHEREAS, Company has the experience and management capabilities to provide for the discovery and monitoring of energy and water saving measures at facilities similar in size and function type to Client's facilities; and

WHEREAS, Client has selected Company to provide the services described herein; and

WHEREAS, Client desires to enter into a Contract to have Company perform an **Energy Benchmark Survey**.

THEREFORE, the parties agree as follows:

1. Energy Benchmark Survey Contract

Company agrees to perform an **Energy Benchmark Survey** in accordance with the Scope of Work described below. Company agrees to complete the **Energy Benchmark Survey** and tender to Client a final report within ten (10) business days from the execution of this Contract.

Client agrees to assist the Company in performing the **Energy Benchmark Survey** in accordance with the Scope of Work described below. Client agrees to work diligently to provide full and accurate information.

2. Compensation to Company

Company shall be compensated as follows: \$_____._____.

3. Scope of Work

The **Energy Benchmark Survey and Report** shall be performed as follows:

- a) Client shall provide the following utility bills:
 - a. Electricity bills for the past 12 months,
 - b. Natural gas bills for the past 12 months,
 - c. Any other energy bills, including but not limited to fuel oil, propane and coal, for the past 12 months, and
 - d. Water utility and sewage bills for the past 12 months.
- b) Company shall provide a Benchmark Survey Report detailing:
 - a. Energy Utilization Index (EUI) for the facility,
 - b. Energy Performance Rating (Percentile) using the EPA database,
 - c. Water conservation targets, and
 - d. Carbon footprint/CO₂ emissions.

4. Extent of Agreement

This Contract represents the entire and integrated agreement between Client and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Contract may be amended only by written instrument signed by the Client.

The Client and Contractor understand and agree the attachment and exhibits hereto are and shall be an integral part of this Contract and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

IN WITNESS WHEREOF, the parties have caused there duly authorized representatives to execute this Consultant Agreement as of the date first set forth above.

Company:

Client:

Eco Zero, LLC

By: _____

By: _____

Name: Norman Weinstock

Name: _____

Title: Chief Operating Officer

Title: _____

Company: _____