



## WATER CONSERVATION SURVEY AGREEMENT

This Water Conservation 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 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 a Water Conservation Survey.

THEREFORE, the parties agree as follows:

#### 1. **Water Conservation Survey Contract**

Company agrees to perform a **Water Conservation Survey** in accordance with the Scope of Work described below. Company agrees to complete the **Water Conservation Survey** and tender to Client a final report within twenty (20) business days from the execution of this Contract.

Client agrees to assist the Company in performing the **Water Conservation 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 **Water Conservation Survey and Report** shall be performed as follows:

- a) Client shall make available the appropriate personnel (such as the Facility or Operations Manager) to assist the ECO Zero Consultant during his/her walk through of the facility plant.
- b) The ECO Zero Consultant will perform a detailed review of the facility to become familiar with its construction, operation, and maintenance. The following major building systems/areas will be reviewed, if applicable:
  - a. Water consumption trends
  - b. Hot water information
  - c. Water heaters
  - d. Restroom plumbing fixtures
  - e. Kitchen plumbing fixtures
  - f. Laundry
  - g. Cooling tower
  - h. Boilers
  - i. Evaporative cooler
  - j. Grounds irrigation and landscaping
  - k. Vehicle washing
  - l. Other water equipment and operations
  - m. Key performance indicators
- c) Company shall provide a Water Conservation Survey Report detailing:
  - a. Evaluating of all building systems/areas with water waste.
  - b. Estimate retrofit costs to reach targeted savings.
  - c. Calculate estimated return on investment (ROI), net present values (NPV) and other financial indicators for the proposed retrofits.

## 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:**

**Consultant(s)**

**ECO Zero LLC**

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

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

Name: Norman Weinstock

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

Title: Chief Operating Officer

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

Company: \_\_\_\_\_