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### CONTINGENCY FEE AUDITING AGREEMENT

The undersigned (hereinafter "Client") hereby exclusively retains NATIONAL REFUND & UTILITY SERVICES INC., a New York Corporation d/b/a METROPOLITAN REFUNDS and its affiliates (hereinafter "Metro") to identify refunds, credits or savings relating to water and sewer charges, electric charges, gas charges, steam charges, improvement assessments and real estate taxes (unrelated to certiorari proceedings) and oil charges due to Client, for the properties owned/managed by Client listed below or on the attached list (hereinafter "Properties"). Metro is hereby permitted to act as agent for the undersigned to review and audit the above charges for the Properties.

Metro will be entitled to a fee in the amount of thirty three and a third percent (33 1/3 %) of any refund, credit or savings obtained or located for historical savings, as well as thirty three and a third percent (33 1/3 %) of any future refunds, credits or savings obtained or located for a future period of thirty six (36) months (hereinafter collectively "Fee"). A Fee shall be due when the benefit of the adjustment is actually received by the Client. Refunds, credits or savings are defined as obtaining either a refund check, an offset against open charges or an offset or reduction in future charges. In the event no refund, credit or savings is obtained then no Fee shall be due to Metro from Client.

Client represents that it is authorized to enter into this agreement for the Properties. Client agrees to furnish Metro with copies of bills and/or other documentation, which Metro deems to be necessary. Client understands that this documentation may be necessary to substantiate any claims prepared on Client's behalf. Failure to reasonably cooperate in this regard will result in the Fee being due to Metro if Client's refusal prevents Metro from obtaining a refund or credit that is due to Client.

All payments for Fees are due within 30 days of being invoiced. Any payment made after said 30 day grace period shall be assessed an interest charge of 1.5% per month. Should Metro be compelled to institute any court proceeding or to engage counsel for the purpose of collecting a Fee due under this agreement, then client shall be responsible to reimburse Metro for the reasonable fees including attorney's fees and costs incurred in such a proceeding. This agreement shall be governed by the laws of the state of New York.

This agreement shall be effective until rescinded by either party in writing by certified mail upon 30 days notice. Any issues that Metro submits prior to the termination of this agreement, which result in a refund, credit or savings, shall result in a Fee being due to Metro.

**AUTHORIZED PROPERTIES: SEE ATTACHED LIST (or enter property info here)**

**AGREED TO:**

**CLIENT NAME:**

**ADDRESS:**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**S.S# or  
FED ID#** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TELEPHONE#** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**AGREED TO:  
METROPOLITAN REFUNDS**

**BY:** \_\_\_\_\_

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

**\*\*\*Please include a list of your properties including address, borough, block and lot numbers on the attached form.**

**Property & Tax Consultants • Utility Auditors - Reducing Your Operating Costs**

"Metropolitan Refunds" is a d/b/a for National Refund & Utility Services, Inc.

REV. W1001

**List of Properties/Accounts Representative is Authorized to Handle**

#	Bor	Blk	Lot	DEP Account Number	Address
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

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Signature

Date