

J. Andrew Associates, Inc.



COST REDUCTION AND PURCHASING CONSULTANTS

CLIENT AGREEMENT

This agreement is entered into on the ____ day of _____ 2006, by and between J. Andrew Associates, Inc of 26502 Opal Hollow, Suite 100, Cypress, TX 77433, hereinafter referred to as J. ANDREW ASSOCIATES, INC. and _____ City of Houston, State of Texas, hereinafter referred to as CLIENT.

(1) J. ANDREW ASSOCIATES, INC. examines electricity and utility expenses for savings. CLIENT owns and/or operates a _____ (type of business). CLIENT hereby engages J. ANDREW ASSOCIATES, INC. to perform expense reduction analysis and make written savings recommendations, perform a past recovery audit and process any refunds in the following areas:

Electricity (initial) _____	Natural Gas (initial) _____
Telecommunications (initial) _____	

(2) JAA will perform any and all services required to analyze the above indicated expense areas and submit written recommendations that will enable CLIENT to realize savings in those areas. JAA will attempt to recover overpayments to Suppliers. Payment will not be due until after receipt of refund by client.

(3) Client agrees that the above listed areas are not under their analysis, and that all savings generated for each of these areas, regardless of the source of the savings, will be eligible for payment of fees to JAA. JAA is the exclusive agent for achieving savings in the above areas.

(4) As compensation for services performed under this agreement, Client agrees to pay J. ANDREW ASSOCIATES, INC. a fee equal to 50% of supplier credits from past charges in connection with each of J. ANDREW ASSOCIATES, INC.'s recommendations and ~~50% of the savings for the next 24 months.~~

(5) Fees are due 10 days after receipt of the invoice. Late charges will incur a service charge of 1 1/2% per month. All expenses incurred by J. ANDREW ASSOCIATES, INC. in the collection of any amounts due are the responsibility of CLIENT. The parties agree that the law of the State of Texas governs this agreement. Venue shall be in Harris County, Texas.

(6) The parties intend that J. ANDREW ASSOCIATES, INC. is an independent contractor and has control of its work and the manner it is performed. J. ANDREW ASSOCIATES, INC. may, at its sole discretion, employ others to work under its supervision within this engagement.

CLIENT (Please sign and Print)

J. Andrew Associates, Inc.

Title

Title