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UTILITY AND ADDITIONAL SERVICES ADDENDUM

This Addendum (Hereinafter "Addendum") hereby modifies the Lease Agreement ("Lease") dated _____ by and between _____ ("Landlord") and _____ ("Tenant"). This Addendum is incorporated into the Lease and hereby made a part of the Lease. Should anything in this Addendum contradict the Lease, this Addendum shall control.

1. You are responsible for paying the utilities and additional services as outlined below. For each utility or service, we will indicate the method by which you will be billed below which corresponds to the methodology descriptions outlined on page 3.
2. Unless prohibited by law we may do any or all of the following upon thirty (30) days written notice to you: a) change the methodology selected below used to calculate your bills; b) for any utility, service or fee not selected at the outset of this addendum, begin charging you for such utility, service or fee; c) increase any flat rates or fees.
3. For any utility or additional service marked below as being payable directly by you to the provider, you agree to timely establish service in your name. Failure to do so within 10 days of your move in date may result in a vacancy recovery fee as outlined below in Paragraph 7 until such time as you move these services into your name. You may request copies of the bills or rates used to calculate your bill and unless a different time frame is required by law, we will provide such bills within thirty (30) days following receipt of written notice from you. You may also request further detail about any methodology used to calculate your bills.

4. Utilities.

- a. Water: Your water service is billed to us directly by the utility provider and then allocated to you based on the following: _____. If flat rate, the current flat rate charge is: \$_____/month.
- b. Sewer: Your sewer service is billed to us directly by the utility provider and then allocated to you based on the following: _____. If flat rate, the current flat rate charge is: \$_____/month.
- c. Gas: Your gas service is billed directly by the provider to you _____ or is billed to us by the utility provider and then allocated to you based on the following: _____. If flat rate, the current flat rate charge is: \$_____/month.
- d. Electric: Your electric service is billed directly by the provider to you _____ or is billed to us by the utility provider and then allocated to you based on the following: _____. If flat rate, the current flat rate charge is: \$_____/month.
- e. Energy To Heat Hot Water/Central Systems Charge. Central energy utilities are billed to us directly by the utility provider then allocated to you based on the following: _____. If flat rate, the current flat rate charge is: \$_____/month.

5. Additional Services

- a. Trash: Your trash service is billed directly to us by the service provider and then allocated to you based on the following: _____. If flat rate, the current flat rate charge is: \$_____/month.
- b. Stormwater: Your stormwater service is billed directly to us by the service provider and then allocated to you based on the following: _____. If flat rate, the current flat rate charge is: \$_____/month.
- c. Valet Trash: If applicable, you will be charged a flat rate per month of \$_____ for valet trash service.
- d. Convergent Bill: If applicable, we may prepare a convergent bill that may contain (but is not limited to) monthly rent charges, space rent, garage rent, utility and additional services referenced above.
- e. Other service or services as described:

6. Due Dates, Late Payments and Fees. Bills for utilities and additional services above are due on receipt unless another due date is required by law, in which case they are due within the period permitted by law. When not received within 15 days of the due date, your bill will be considered late, and you may be assessed a late fee as described below. Additionally, unless prohibited by law, all charges are considered to be additional rent and will be applied first to non-rent charges and then rent. Nonpayment or late payment of utilities constitute a breach of your lease agreement and all legal or equitable remedies available to us may be exercised up to and including eviction. You agree that you will be charged the following fees:

- 7. One Time New Account Fee _____
- Monthly Billing Service Fee _____
- Late Fee _____
- One Time Final Bill Fee _____
- Monthly Convergent Bill Fee _____
- Alternate Payment Method Convenience Fee _____
- Vacancy Recovery Fee _____

8. Common Area Deductions and Common Usage. At the Landlord's option or where required by law, the Landlord may deduct a portion of the bills they receive to account for common area usage before allocating them to you under the formulas outlined below. You agree that use of any allocation method described in numbers 3-8 below, are a reasonable approximation of your utility consumption but are just an estimate. You further understand and agree that it is difficult to determine an exact percentage attributable to common areas and that you may be paying a portion of common area utility consumption.

9. Estimations, Final Bills and Underbilling. From time-to-time it may be necessary to estimate the charges on your bill. When this occurs, the Landlord or its billing provider will endeavor to mark such bills as an estimate. Upon your move out, you will be issued a final bill which will be based on an estimate of your prior usage. You are responsible for all utility and additional services charges during the entire time you occupy your unit. If the Landlord underbills you for any reason, you are responsible for any such charges. The Landlord may choose to (but is not required to) break up the underbilled amounts into payments over a period of time.

10. All other terms and conditions of your Lease remain in full force and effect.

Tenant agrees to the terms above and acknowledges reading and understanding this Addendum. Dated this _____ day of _____, _____.

 Tenant

 Landlord/Agent for Landlord

METHODOLOGIES

1. Submetering of all water/gas/electricity in your unit with your bills calculated using the actual (prevailing) rate of the local utility company supplying the individual utility to the premises.
2. Submetering of all water/gas/electricity in your unit with your bills calculated using a derived rate based on the total amount billed to the landlord and the utility usage you consumed as a percentage of those total bills, less any common area deductions if any.
3. Allocation of all your water use based on the amount of hot water measured in your unit by a submeter.
4. Allocation of all your water use based on the amount of cold water measured in your unit by a submeter.
5. Allocation of your sewer use based on the amount of water measured in your unit by a submeter.
6. Allocation of energy to heat hot water/central systems charges based on the amount of hot water measured in your unit by a submeter.
7. Allocation of energy to heat hot water/central systems charges based on a flat rate or allocation formula described in 7-10 below.
8. Allocation of your utility use base on the square footage of your unit
9. Allocation based on the number of occupants in your unit
10. Allocation based on a combination of the number of occupants and square footage of your unit
11. Allocation based on the number of water using fixtures in your unit
12. Allocation based on a different formula not described here (Attach separate written description)
13. A flat rate per month