When utility and public service charge bills are paid 100 percent by Owner/Agent, residents have no incentive to conserve. This results in a waste of our state’s natural resources and adds to the overhead of the community—which usually means higher rents. Allocated utility and public service charge billing saves money for residents because it encourages them to conserve. The Owner/Agent also has incentive to conserve because we pay a portion of the total utility and public service charge bill(s) for the entire community. The term “Utilities” includes utilities and public service charges, unless otherwise stated.

The following Utilities are provided to the community as a whole or are imposed on the Owner/Agent by a utility or service provider, by a utility or service provider on behalf of a local government or directly by a local government:

<table>
<thead>
<tr>
<th>Electricity</th>
<th>Water</th>
<th>Sewer/Wastewater</th>
<th>Garbage</th>
<th>Basic Cable</th>
<th>Gas</th>
<th>Propane</th>
<th>Oil</th>
<th>Heating</th>
<th>HVAC</th>
<th>Internet</th>
<th>Public Service Charges</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANNER ASSESSED</td>
<td>Usage</td>
<td>Usage</td>
<td>Usage</td>
<td>Usage</td>
<td>Per Unit</td>
<td>Usage</td>
<td>Usage</td>
<td>Usage</td>
<td>Usage</td>
<td>Per Unit</td>
<td>SAMPLE</td>
<td>SAMPLE</td>
</tr>
<tr>
<td>FLAT FEE</td>
<td>❌</td>
<td>❌</td>
<td>❌</td>
<td>❌</td>
<td>❌</td>
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<td>❌</td>
<td>❌</td>
<td>SAMPLE</td>
<td>SAMPLE</td>
</tr>
<tr>
<td>SUBMETERS</td>
<td>❌</td>
<td>❌</td>
<td>❌</td>
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<td>SAMPLE</td>
<td>SAMPLE</td>
</tr>
<tr>
<td>FORMULA</td>
<td>❌</td>
<td>❌</td>
<td>❌</td>
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<td>SAMPLE</td>
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<tr>
<td>N/A</td>
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<td>❌</td>
<td>❌</td>
<td>SAMPLE</td>
<td>SAMPLE</td>
</tr>
</tbody>
</table>

The Utilities marked above will be allocated to the residents based on the following methods:

- **FLAT FEE**: Resident will pay Owner/Agent $SAMPLE per month. Owner/Agent has calculated an average monthly charge for the marked Utilities (the charge for Utilities is called the “Utility Charge”). To allow Resident to pay a set amount per month instead of a fluctuating amount based on each month’s actual Utility charges, the flat fee Utility Charge is less than the average charges from the providers based on allocating the actual charges to all units on a pro-rata basis. In all events, the Utility Charge to be paid by Resident is less than the actual charges incurred by the Owner/Agent and allocated to the Unit.

- **SUBMETERS**: Each unit has a submeter and the Utility Charge to be paid by Resident will be calculated monthly based on the actual charges to the community and the submeter readings from the unit.

- **FORMULA**: Owner/Agent will allocate the actual charges for the marked Utilities to each unit based on the following formula (check all that apply):
  - Number of occupants AMPLI
  - Number of bedrooms AMPLI
  - Number of bathrooms AMPLI
  - Square footage of unit SAMPLE
  - Number of fixtures AMPLI
  - Other: SAMPLE

The portion of the Utility Charges benefiting common areas is estimated to be:

- Electricity SAMPLE%
- Water SAMPLE%
- Sewer/Wastewater SAMPLE%
- Garbage SAMPLE%

These percentages are not allocated to Residents

1. Resident’s monthly rent under the Rental Agreement does not include a charge for the Utilities.
2. For any flat fee amounts, Resident will pay Owner/Agent that amount at the same time as the rent payment.
3. For the Utilities billed based on submeters or formula, Resident shall pay the amount stated in a separate bill received by Resident each month from Owner/Agent or a billing service provider designated by Owner/Agent (the “Utility Bill”).

The billing service is: SAMPLE

See page 2 for additional terms.
Payment of the Utility Bill is due by the date noted on each Utility Bill. Unless otherwise provided, Resident agrees to pay the Utility Bill monthly at the location identified on such Utility Bill.

Owner/Agent may change the billing service at any time. Owner/Agent may deliver bills for Utilities by electronic means to any electronic address provided by Resident in the Rental Agreement.

4. Resident represents that all occupants that will be residing in the Unit are accurately identified in the Rental Agreement. Resident agrees to promptly notify Owner/Agent of any change in such number of occupants.

5. Failure of Resident to pay Utility Charges to Owner/Agent within four days, including the due date, after they are due is a material non-compliance with the Rental Agreement.

6. If Resident fails to pay any Utility Charges to Owner/Agent or its billing service within thirty (30) days of the date the bill is delivered to Resident, Owner/Agent may charge Resident a non-compliance fee as provided in the Rental Agreement. Failure to pay a non-compliance fee is a material non-compliance with the Rental Agreement.

7. Amounts charged for Utilities are not rent. Any flat fee amount may be changed by Owner/Agent by written notice to Resident to reflect changes in the actual average Utility charges incurred by Owner/Agent.

8. If Resident moves into or out of the Unit on a date other than the first of the month, Resident will be charged for the full period of time that Resident was living in, occupying, or responsible for payment of rent or the Utilities for the Unit. If Resident breaks or breaches the Rental Agreement, Resident will be responsible for all charges for the Utilities through the time it takes for Owner/Agent to retake possession of the Unit, regardless of whether Resident is still occupying the Unit. When the Resident vacates the Unit, all charges for the Utilities must be paid by the move out date. To the extent permitted by law, any unpaid charges for the Utilities at the time of the move out date will be deducted from the security deposit being held by Owner/Agent under the Rental Agreement.

9. Resident understands that no representation or warranty by Owner/Agent regarding estimated or actual Utility Bills shall be enforceable unless set forth in a writing signed by Owner/Agent.

10. Owner/Agent is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to the Unit unless such loss or damage was the direct result of negligence or willful misconduct of Owner/Agent. Resident releases Owner/Agent from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the Unit due to such outages, interruptions, or fluctuations.

11. Resident understands and agrees that continued occupancy of the Unit when electricity, natural gas, water, or sewer services have been discontinued is hazardous. Resident agrees not to terminate, cut off, interrupt, interfere with, or discontinue supplying electricity, natural gas, water or sewer services to the Unit. Resident shall not tamper with, adjust, or disconnect any utility submetering system or device. Violation of this provision is material breach or default of this addendum and the Rental Agreement and shall entitle Owner/Agent to exercise all remedies available under the Rental Agreement.

12. Resident agrees that Resident may, upon sixty (60) days prior written notice from Owner/Agent to Resident, begin receiving a bill for additional public service charges adopted within the previous six (6) months, at which time such additional utilities and services shall for all purposes be included in the term “Utilities.”

13. If any provision of this Addendum or the Rental Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Rental Agreement. Except as specifically stated herein, all other terms and conditions of the Rental Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Rental Agreement, the terms of this Addendum shall control.