



UTILITY ADDENDUM FOR WATER, SEWER, GAS, TRASH AND ELECTRIC SERVICE



This Utility Addendum is incorporated into the Lease dated 2000 between Aspen Woods Apartments and Aspen Woods, LLC ("You") of Apt. No. 101.
and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, the Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of allocating or otherwise recovering the cost of the utility, will be as indicated below.

- a) Water service to your apartment will be paid by you either
 - ☒ directly to the utility service provider or
 - ☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- b) Sewer service to your apartment will be paid by you either
 - ☒ directly to the utility service provider or
 - ☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- c) Gas service to your apartment will be paid by you either
 - ☒ directly to the utility service provider or
 - ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- d) Trash service to your apartment will be paid by you either
 - ☒ directly to the service provider or
 - ☐ trash bills will be billed to you based on the following formula: _____
- e) Electric service to your apartment will be paid by you either
 - ☒ directly to the utility service provider or
 - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____

METERING/ALLOCATION METHOD KEY

- *1* - Sub-metering of all of your water/gas/electric use
 - *2* - Calculation of your total water use based on sub-metering of hot water
 - *3* - Calculation of your total water use based on sub-metering of cold water
 - *4* - Flat rate of \$ _____ per month
 - *5* - Allocation based on the number of persons residing in your apartment unit
 - *6* - Allocation based on the number of persons residing in your apartment unit with a ratio occupancy formula
 - *7* - Allocation based on square footage of your apartment unit
 - *8* - Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit
 - *9* - Allocation based on the number of bedrooms in your apartment unit
 - *10* - Allocation based on a formula not listed here
- (Note: If method *10* is selected, a separate sheet will be attached describing the formula used)

2. If an allocation formula above is used, we or our billing company will allocate your allocated share of the utility service in accordance with state and local law. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility service, by written notice to you.

If a flat fee method is used, Resident and Owner agree that the charges indicated in this Agreement (in any form amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that this amount billed is not based on a monthly per unit cost.

- 3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is served at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee in the amount of \$ _____. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility bill or a set-up charge or initiation fee by our billing company, you shall pay such fee in the amount of \$ _____.00.
- 4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility service, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.00.
- 5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent due.

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9. The following special provisions and any additions or written rules forwarded to you it or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Apartment Lease Contract.

Water and sewer utility will be provided by National Water and Power. The billing is calculated based on square footage, usage and occupancy per apartment home. For new residents a \$10.00 setup fee will be charged the first month of billing. A standard service fee of \$2.25 is included on each billing statement.

Resident Signature _____
Resident Signature _____
Resident Signature _____
Resident Signature _____
Management *[Signature]* _____

Date *[Signature]* _____
Date *[Signature]* _____
Date _____
Date _____
Date *[Signature]* _____



UTILITY ADDENDUM FOR WATER, SEWER, GAS, TRASH AND ELECTRIC SERVICE



This Utility Addendum is incorporated into the Lease dated December 28, 2009 between Saven Trallo Investors, LLC ("We") and [REDACTED] ("You") of Apt. No. [REDACTED] and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your apartment will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- b) Sewer service to your apartment will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- c) Gas service to your apartment will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- d) Trash service to your apartment will be paid by you either:
 - ☐ directly to the service provider; or
 - ☐ trash bills will be billed to you based on the following formula: _____
- e) Electric service to your apartment will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____

METERING/ALLOCATION METHOD KEY

- *1* • Sub-metering of all of your water/gas/electric use
- *2* • Calculation of your total water use based on sub-metering of hot water
- *3* • Calculation of your total water use based on sub-metering of cold water
- *4* • Flat rate of \$_____ per month
- *5* • Allocation based on the number of persons residing in your apartment unit
- *6* • Allocation based on the number of persons residing in your apartment unit using a ratio occupancy formula
- *7* • Allocation based on square footage of your apartment unit
- *8* • Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit
- *9* • Allocation based on the number of bedrooms in your apartment unit
- *10* • Allocation based on a lawful formula not listed here

(Note: If method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method for trash service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

- 3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee in the amount of \$_____. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility bill or a set-up charge or initiation fee by our billing company, you shall pay such fees in the amount of \$ 10.00.
- 4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 3.22.
- 5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and in rent last.

9. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and the Apartment Lease Contract.

Water and Sewer submetering will be provided by National Water and Power. The billing is calculated based on sq. footage, usage, and occupancy per apartment home. For new move ins only a \$10.00 fee will be charged the first month of billing. A standard service fee of \$3.22 will be included on each NWP statement.

Resident Sig

Resident Sig

Resident Sig

Resident Signature

Management

Jennifer Robinson

Date

Date

Date

Date

Date