

UTILITY AND SERVICE ADDENDUM

This Utility and Service Addendum (“Addendum”) is attached to and made part of the Lease Agreement dated <<Today>> (the “Lease”) by and between Timberland Partners, as managing agent for owner (“Management”), and <<Ten_Roommates>> (“Resident(s)”) for apartment or unit number <<unitCode>> at <<UnitAddress>>, (the “Apartment”) in <<Property>> (the “Property”).

This Utility and Service Addendum shall serve as an addendum that is hereby incorporated into and made part of the Lease Agreement between Resident and Management. Where the terms of the Lease Agreement and this Addendum conflict, the terms of this Addendum shall control. Any violation of this Addendum shall be deemed a violation of the Lease Agreement.

Management and Resident agree that the following utilities and services will be the direct responsibility of Resident, and will be in Resident’s name (Collectively referred to as “Resident Utilities/Services”):

- Gas – with the following exceptions:
 - Unit numbers 125, 128, 136, 138, 143, 222, 224, 225, 236, 238, 243, 325, 336, 338, 343, 425, 436, 438, 443, 525, 536, 538, and 543 do not have gas in their unit.
- Electric
- Cable
- Phone
- Internet

Management and Resident agree that the following utilities and services will remain in the name of Management, and that a portion of Management’s total cost will be allocated to Resident (Collectively referred to as “Allocated Utilities/Services”):

- Water
- Wastewater/Sewer
- Trash
- Pest Control

The responsibility for any utilities and services not specifically identified above shall be governed by the terms of the Lease. During the lease term, 1) Resident is obligated to abide by terms set forth below regarding Resident Utilities/Services, and 2) Management is authorized to bill Resident for, and Resident agrees to pay, a portion of the monthly bills for the Allocated Utilities/Services for the Property as follows:

1. Management reserves the right to select the utility/service providers that will provide utilities or services to Resident.
2. Resident shall arrange for the connection of Resident Utilities/Services to take place on or before the first day that Resident takes possession of the Apartment, as described in the Lease, regardless of whether or not Resident actually physically occupies the Apartment. Resident will immediately notify Management if any Resident Utilities/Services are interrupted, shut-off, disconnected, or will otherwise not be connected on any dates for which Resident has possession of the Apartment or is responsible under the terms of the Lease.
3. Resident agrees not to terminate, cut off, interrupt, interfere with or discontinue supplying gas, water, wastewater/sewer or electricity to the Apartment while in possession of the Apartment and/or responsible under the terms of the lease. Resident further agrees to notify Management immediately of any conditions in the Apartment that are dangerous to human health or safety or which may damage the Apartment or waste utilities, including the termination, cut off, interruption, interference or the discontinued supply of gas, water, wastewater/sewer or electricity to the Apartment. Violation of this provision is a material breach or default of this addendum and the Lease and shall entitle Management to exercise all remedies available under the Lease.
4. Resident’s **monthly rent** under the Lease does not include a charge for Resident Utilities/Services or Allocated Utilities/Services. For Allocated Utilities/Services, Resident shall pay the amount stated in a bill received by Resident each month from Management or a billing service provider designated by Management (“Monthly Bill”). The Monthly Bill will be sent via email as an electronic statement. Residents are responsible for keeping their accurate email address on file with Management. Management has selected the billing company Specialized Billing Services, or SBS (hereinafter “SBS”), as its current provider of billing services, and reserves the right to assign a new provider of billing services by providing Resident with a thirty (30) day written notice. Residents in units 200, 233 and 331 will not be charged these Allocated Utilities/Service charges.
5. Charges to Resident on the Monthly Bill for Allocated Utilities/Services will be calculated as follows:



- a. **Water** – From the utility/service provider’s water bill for Property (less a common area deduction), a portion will be allocated to Resident using an allocation method based on: the number of people in your Apartment (as listed on your lease) as a percentage of all the occupants of all units.
 - b. **Wastewater/Sewer** – From the utility/service provider’s wastewater/sewer bill for Property (less a common area deduction), a portion will be allocated to Resident using an allocation method based on: the number of people in your Apartment (as listed on your lease) as a percentage of all the occupants of all units.
 - c. **Trash** – From the utility/service provider’s trash collection bill for Property (less a common area deduction), a portion will be allocated to Resident using an allocation method based on: the square footage of your Apartment as a percentage of the square footage of all the units, and on the number of people in your Apartment (as listed on your lease) as a percentage of all the occupants of all units.
 - d. **Pest Control** – A flat rate of \$2.00 per month will be assessed for pest control.
6. Upon Resident’s request, Management will provide a copy of the actual utility or service bills for Property along with each apportioned Allocated Utilities/Services bill.
 7. As a regular part of the Monthly Bill, Resident will be charged and must pay a monthly administrative fee of \$3.95, which fee shall be included on each Monthly Bill received by Resident. Upon thirty (30) days’ prior written notice to Resident, Management may change the amount of fees. Residents in units 200, 233 and 331 will not be charged these Allocated Utilities/Service charges.
 8. Upon thirty (30) days’ prior written notice to Resident, Management may:
 - a. Change the amount of any flat fee,
 - b. Change the allocation formula for any Allocated Utilities/Services, or
 - c. Change the payment method from allocation to flat fee or from flat fee to allocation, where lawful.
 9. Resident agrees that Management may, upon thirty (30) days’ prior written notice from Management to Resident, change the designation of any utilities or services to those of Allocated Utilities/Services or Resident Utilities/Services, where applicable. At such time, such utilities or services shall be governed by the terms set forth in this Addendum.
 10. Resident represents that all occupants that will be residing in the Apartment are accurately identified in the rental application paperwork. Resident agrees to promptly notify Management of any change in such number of occupants.
 11. "UTILITY BILLS

How Will My Bill be Calculated?

1. Your utility bill is for your portion of the building's natural gas or water and sewer usage, plus your portion of nonusage fees we get charged by the utility (for example, taxes and surcharges).

For natural gas, your portion is based on the square footage of your unit as a percentage of the square footage of all the units.

For water and sewer, your portion is based on the number of people in your unit (as listed on your lease) as a percentage of all the occupants of all units.

2. You are not charged for utilities used in the common areas or used in our spaces. In the case of water, your bill does not include usage for shared amenities such as laundry rooms or pools.

3. Your bill may include a late payment charge, which is capped at \$5, and an administrative billing charge, which is capped at \$8.

What If I Fall Behind on Utility Payments or Have a Question About My Bill?

1. If you fall behind on your payments, you have the right to a reasonable payment plan that you and we mutually agree on to pay off the amount you owe. The plan must take into account any financial and extenuating circumstances of your household that you tell us about.

2. You may request, and we will timely provide, the utility bill we received from the utility company and your percentage of the amount of the bill apportioned to tenants.

3. We must first try to resolve any disputes about your natural gas or electricity utility charges, including those about payment agreements. If we cannot agree on a payment plan or resolve any other dispute, you have the right to seek assistance from the Public Utilities Commission's Consumer Affairs Office at 651-296-0406 or consumer.puc@state.mn.us."



12. Management reserves the right, upon 30 days' notice to Resident, to install individual meters for measuring any or all utilities or services inside the Apartment or to use any other method of measuring, estimating or allocating utility or service usage that Management reasonably deems to be appropriate. Changes or installation of utility lines, meters, submetering or load management systems, and similar equipment serving the Apartment shall be the exclusive right of Management.
13. If Resident moves into the Apartment on a date other than the first day of the month, or if Resident moves out of the Apartment on a date other than the last day of the month, Resident will be charged for Allocated Utilities/Services for the full period of time that Resident was living in, occupying, or responsible for payment of rent for the Apartment under the terms of the Lease. If Resident breaks or breaches the Lease, Resident will be responsible for all charges for Allocated Utilities/Services through the time it takes for Management to retake possession of the Apartment, regardless of whether Resident is still occupying the Apartment. When Resident vacates the Apartment, all charges for Allocated Utilities/Services must be paid by the move-out date. To the extent permitted by law, any unpaid charges for Allocated Utilities/Services at the time of the move-out date will be the responsibility of the Resident, and where applicable Management may deduct the amount owed from any security deposit held by Management under the terms of the Lease.
14. If the Apartment is sub metered, Resident agrees to allow Management, or a billing service provider designated by Management, access to the Apartment in order to read the submeter. No such access to the submeter will unreasonably interfere with Resident's use or enjoyment of the Apartment. Resident shall not tamper with, adjust, or disconnect any utility or service submetering or measuring system or device.
15. Resident understands that no representation or warranty by Management regarding estimated or actual utility bills shall be enforceable unless it is set forth in writing signed by Management. Management is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in any utilities or services provided to the Apartment unless such loss or damage was the direct result of Management's negligence. Resident will have no right to any offset or reduction of Rent or diminished rental value of the Apartment due to such outages, interruptions, or fluctuations.
16. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law a court of competent jurisdiction may amend such provision to make it enforceable with the law, and if such revision is not possible then 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 Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in the Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of the Addendum as it has for purposes of the Lease.

(Signature lines below are included in this legally binding addendum.)



Resident(s) must sign below:

<<Leasee1>>

Residents Name

Resident Signature Date

<<Leasee2>>

Residents Name

Resident Signature Date

<<Leasee3>>

Residents Name

Resident Signature Date

<<Leasee4>>

Residents Name

Resident Signature Date

<<Leasee5>>

Residents Name

Resident Signature Date

<<Leasee6>>

Residents Name

Resident Signature Date

<<Leasee7>>

Residents Name

Resident Signature Date

Timberland Partners Community Manager/Authorized Agent:

Community Manager/Authorized Agent Signature Date

